City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908
Phone (559)897-5821 Fax (559)897-5568

Mayor Michelle Roman
Mayor Pro Tem Laura North
Council Member Sherman Dix
Council Member Vince Palomar
Council Member Jewel Hurtado

City Manager Alexander J. Henderson

AGENDA

KINGSBURG CITY COUNCIL
REGULAR MEETING

VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WILL BE CLOSED TO THE PUBLIC. PUBLIC WILL HAVE THE OPTION TO CALL 1 (559) 207-3003 PASSCODE 5821 TO PROVIDE COMMENTS ON AGENDA ITEMS. WRITTEN COMMENTS WILL CONTINUE TO BE SUBMITTED BY MAIL OR EMAIL TO APALSGAARD@CITYOFKINGSBURG-CA.GOV. THE CUT OFF FOR WRITTEN COMMENTS IS 7/14/2020 at 4:30pm. THEY WILL NOT BE READ OUT LOUD.

Wednesday, July 15, 2020 at 6pm

Invocation to be given by Mayor Pro Tem Laura North.

6 P.M. REGULAR SESSION MEETING:

1. Call to Order and Roll Call

2. Public Comments: This is the time for any citizen to come forward and address the City Council on any issue within its jurisdiction that is not listed on the Agenda. A maximum of five (5) minutes is allowed for each speaker.

3. Approve Agenda: Action by the Council to approve the agenda or to make modifications. Items that can be added to the agenda is constrained by State law.

4. Consent Calendar: Items considered routine in nature are to be placed on the Consent Calendar. They will be considered as one item and voted upon in one vote unless individual consideration is requested. Each vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Approval of the Consent Calendar items include recitals reading ordinance(s) by titles(s) only and adoption of recommended action(s) contained in Staff Reports.

4.1 Approval of City Council Minutes: Approve the minutes from the June 15, 2020 Regular City Council Meeting as prepared by City Clerk Abigail Palsgaard.

4.2 **Check Register:** Ratify/approve payment of bills listed on the check register for the period June 11, 2020 through July 8, 2020 as prepared by Accounts Payable Clerk Grace Reyna.

4.3 **Approve the Proposed Wage Schedule. -** Staff Report by Director of Administrative Services Christina Windover.

4.4 **Approve the Agreement for Common Use of Easements and authorize the City Manager to execute the agreement on behalf of the City of Kingsburg. -** Staff Report by City Engineer Dave Peters.

4.5 **Approve the Three Kingsburg Tri-County Health Care District Grants Agreements as presented.-** Staff Report by City Manager Alexander Henderson.

4.6 **Approve the City Manager to Enter into a Contract with Yiftee for eGift Card for Program Implementation with Yiftee-** Staff Report by Economic Development Coordinator Jolene Polyack.

5. Regular Calendar

5.1 **Recognition of Marjorie "Margie" Buller for her dedication to the Kingsburg Community.**

Possible Action(s):

a. Presentation by Mayor Roman
b. Council Discussion
c. Action as Deemed Necessary

5.2 **PUBLIC HEARING TO CONSIDER VACATION OF KAMM AVENUE BETWEEN BETHEL AVENUE AND GOLDEN STATE BOULEVARD BY THE KINGSBURG CITY COUNCIL**

a. Open Public Hearing
b. Presentation
c. City Council Discussion
d. Open for Public Comment
e. Close Public Comment
f. Continued City Council Discussion
g. Close Public Hearing
h. Possible Actions:
   1. Adopt Resolution 2020-043 vacating portions of Kamm Avenue and Simpson Street (Golden State Boulevard) as shown in Exhibit "A" and Exhibit "B".

5.3 **Caltrans Presentation on SR99**

Possible Action(s):

a. Presentation by Caltrans Project Manager Gilberto Baca
b. Council Discussion
c. Informational- No Action Necessary

5.4 Coronavirus Disease 2019 (COVID-19) Update- Staff Report by City Manager Alexander Henderson
Possible Action(s):
a. Presentation by City Manager Alexander Henderson
b. Council Discussion
c. Action as Deemed Necessary

5.5 Crime Statistics Report for the Month of June 2020 and General Police Department Update- Crime Statistics Report prepared by Kingsburg Police Department Records Supervisor Corina Padilla.
Possible Action(s):
a. Presentation by Police Chief Neil Dadian
b. Council Discussion
c. Informational- No Action Necessary

6. Council Reports and Staff Communications

6.1 Community Services Commission
6.2 Public Safety Committee
6.3 Chamber of Commerce
6.4 Economic Development
6.5 Finance Committee
6.6 Planning Commission
6.7 South Kings Groundwater Sustainability Agency Joint Powers Authority (SKGSA)
6.8 City Manager's Report

7. Other Business that may come properly before the City Council

8. Future Agenda Items
These items will be added to a future agenda with direction from Council.

9. Adjourn Regular Kingsburg City Council Meeting.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.cityofkingsburg-ca.gov.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the office of the City Clerk (559) 897-6520. Notification 48 hours prior to a meeting will enable the City to make reasonable arrangements to ensure accessibility to that meeting [28 CFR 35 .102.35.104 ADA Title II].

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the front entrance of City Hall not less than 72 hours prior to the meeting. Dated this 10th day of July 2020.

_____
Abigail Palsgaard, City Clerk

MINUTES FOR THE JUNE 17, 2020 JOINT MEETING OF THE KINGSBURG CITY COUNCIL, BOARD OF DIRECTORS OF THE CITY OF KINGSBURG PUBLIC FINANCING AUTHORITY, AND BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY OF THE KINGSBURG REDEVELOPMENT AGENCY

THE MEETING WAS HELD VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WILL BE CLOSED TO THE PUBLIC. THE PUBLIC HAD THE OPTION TO CALL 1 (559) 207-3003 PASSCODE 5821 TO PROVIDE COMMENTS ON AGENDA ITEMS. WRITTEN COMMENTS COULD HAVE BEEN SUBMITTED BY MAIL OR EMAIL TO APALSGAARD@CITYOFKINGSBURG-CA.GOV. THE CUT OFF FOR WRITTEN COMMENTS WAS 6/16/2020 at 4:30pm. THEY WERE NOT READ OUT LOUD.

Invocation was given by Pastor Tim Boyton, Kingsburg Covenant Church

6 P.M. REGULAR SESSION MEETING:

Call to Order and Roll Call for each entity: At 6pm Mayor Roman called the joint meeting of the Kingsburg City Council, the Board of Directors of the City of Kingsburg Public Financing Authority, and the Board of Directors of the Successor Agency of the Kingsburg Redevelopment Agency to order. During the joint meeting, the Members of the Kingsburg City Council will be concurrently sitting as the Members of the Board of Directors of the City of Kingsburg Public Financing Authority and the Board of Directors of the Successor Agency of the Kingsburg Redevelopment Agency.

Members of the City Council and respective Boards present by teleconference: Jewel Hurtado, Vince Palomar, Sherman Dix, Laura North, and Mayor Michelle Roman.

Staff present via teleconference: City Attorney Michael Noland and City Engineer Dave Peters.

Staff present: City Manager Alexander Henderson, Finance Director Alma Colado, Police Chief Neil Dadian and City Clerk Abigail Palsgaard.

Public Comments: None.

Approve Joint Meeting Agenda: A motion was made Member Palomar, seconded by Member Dix, to approve the joint agenda. The motion carried by unanimous roll call vote.

Joint Meeting Consent Calendar: Items considered routine in nature are to be placed on the Consent Calendar. They will be considered as one item and voted upon in one vote unless individual consideration is requested. Each vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Approval of the Consent Calendar items include recitals reading ordinance(s) by titles(s) only and adoption of recommended action(s) contained in Staff Reports.

Member Dix moved that Items 4.1, 4.2, and items 4.5-4.10 be approved. The motion was seconded by Member North and carried by unanimous roll call vote.

(To be approved only by City Council)

4.1 **Approval of City Council Minutes**: Approve the minutes from the June 3, 2020 Regular City Council Meeting as prepared by City Clerk Abigail Palsgaard.

4.2 **Check Register:** Ratify/approve payment of bills listed on the check register for the period May 28, 2020 through June 10, 2020 as prepared by Accounts Payable Clerk Grace Reyna.

4.3 **Pulled**

4.4 **Pulled**

4.5 **Adopt Resolution No. 2020-036- Resolution Of The City Council Of The City Of Kingsburg Requesting The Board Of Supervisors Of The County Of Fresno To Consolidate And Canvass The Election And Permit The County Clerk/Registrar Of Voters Of Fresno County To Render Specified Services To The City Of Kingsburg Relating To The Conduct Of The Municipal Election To Be Held In The City Of Kingsburg, November 3, 2020, And Appropriating Funds To Pay For Said Services-** Staff Report prepared by City Clerk Abigail Palsgaard.

4.6 **Amendment No. 1 CDBG Agreement No. 19-597- Authorize City Manager to execute Amendment No. 1 and transmit the document to the County of Fresno for consideration by the Board of Supervisors.** - Staff Report by City Engineer Dave Peters.

4.7 **Adopt Resolution 2020-041 Accepting the Funding Claim for Local Transportation Funds (TDA) and State Transit Assistance Funds (STAF) apportionment and authorize the Finance Director to sign and submit the Fiscal Year 2019-2020 Transportation Funding Claim.-** Staff Report prepared by Finance Director Alma Colado.

4.8 **Authorize City Manager to execute the Irrevocable Offer of Dedication and Transmit the Document to Caltrans for Recordation** - Staff Report by City Engineer Dave Peters.

(To be approved only by Board of Directors of the Successor Agency of the Kingsburg Redevelopment Agency)

4.9 **Approval of Kingsburg Redevelopment Successor Agency Minutes -** Approve the minutes from the regular meeting held on June 19, 2019 as prepared by City Clerk Abigail Palsgaard.

(To be approved only by Board of Directors of the Kingsburg Public Financing Authority)

4.10 **Approval of Kingsburg Financing Authority Minutes -** Approve the minutes from the regular meeting held on June 19, 2019 as prepared by City Clerk Abigail Palsgaard.

Pulled Consent Calendar Item 4.3- Award the Marion St Cap Seal & Williams Street Overlay Project to VSS International Inc. in the amount of $353,986.29- Staff Report prepared by City Engineer Dave Peters.

Council Member Dix asked about Project A and Project B of this project being the same item but with different bids and why Don Berry, who is local, had a higher bid. City Engineer Dave Peters explained that it was bid together, just in two separate projects since the funding is different. Prices are different because Don Berry doesn't do slurry and was going to sub it out.

A motion was made by Council Member Dix to approve Item No. 4.3 of the Consent Calendar as stated above. The motion was seconded by Council Member North and carried by roll call vote

Pulled Consent Calendar Item No. 4.4- Approve the Proposed Wage Schedule. - Staff Report prepared by Director of Administrative Services Christina Windover.

Council Member Dix stated that he would like to see what the changes are that we are approving. He said that he also wanted to know why Water Operator III is down from 2019. City Manager Alexander Henderson stated that he will look into it. He recommended that we table it to the July 15 meeting and make it retroactive. A motion was made by Council Member Hurtado, seconded by Council Member Palomar, to table Consent Calendar Item No. 4.4 until the July 15 meeting. The motion carried by unanimous roll call vote.

REGULAR CALENDER

PUBLIC HEARING-Landscaping and Lighting Assessment District No. 93-01- Consider Approval of Engineer's Report and Levy and Collection of Assessments within such District for Fiscal Year 2020/2021- Staff Report Prepared by Finance Director Alma Colado
(Action only by the City Council)

Open Public Hearing – Mayor Roman opened the public hearing at 6:17 P. M.

Presentation - Finance Director Alma Colado presented the Engineer's Report with the total levy of $102,445.83.

Council Discussion - None

Open Public Comment - 6:20 P. M. - None

Close Public Comment – 6:20 P.M.

Continued Council Discussion – None

Close Public Hearing – 6:20 P. M.

A motion was made by Council Member North, seconded by Council Member Palomar, to Adopt Resolution No. 2020-037 Approving the Engineer's Report for Assessment District No. 93-01 and the Levy and Collection of Assessments within such District for Fiscal Year 2020/2021 and Confirming Diagrams and Assessments Pursuant to the Provisions of Part 2 of Division 15 of the California Streets and Highways Code and as Provided by Article XIII D of the California Constitution. The motion carried by unanimous roll call vote.

PUBLIC HEARING - Fiscal Year 2020/2021 Budget Review-Consider 2020/2021 Fiscal Year Recommended Executive Budget

Open Public Hearing – Mayor Michelle Roman opened the public hearing at 6:22 P. M.

Presentation- City Manager Alexander Henderson stated that the Budget is $25 million, down 10% from last year. The Budget sets the Financial Policy for the year and has community information. It has a full

strategic plan, and goals, a structurally balanced budget. There are some unknowns with regards to the impact of COVID-19.

Council Discussion – Council Member Dix stated that it is a great job as it has been for a couple of years. It is easy to read and to understand what is happening in the City. He stated that under "Special Funds", he would like to allocate the $600,000 for a sports park and would like to allocate the money to facilitate as we have done in previous years. Mayor Roman said that she is 100% behind the sports complex. She said she would like to see where the money is coming from. Council Member North clarified that we are just earmarking the money, not adding to it. Council Member Palomar said that he would like to show everyone that we are committed to the project. Council Member Dix stated that the funds are Impact Fees that we must use for specific projects.

Open Public Comment - At 6:31P. M. Mayor Roman opened for public comment- None

Close Public Comment – At 6:31 P. M. Mayor Roman closed the public comment period.

Continued Council Discussion – Council Member Palomar asked if the 10% reduction of revenue is due to the pandemic. City Manager Alexander Henderson said yes, Sales Tax and TOTS, and potential for less building permits if there is a recession. We are budgeting conservatively.

Close Public Hearing – Mayor Michelle Roman closed the Public Hearing at 6:33 P. M.

Council Member Dix said that he would move to adopt Resolution No. 2020-038 approving the City of Kingsburg 2020/2021 Fiscal Year Budget; including the Kingsburg Public Finance Authority and Successor Agency of the Kingsburg Redevelopment Agency budgets with the modification that the Special Recreation Fund allocates the $600,000 for acquisition or other costs for the Sports Complex as has been done in prior budgets. Council Member Palomar seconded the motion which carried by unanimous roll call vote.

Gann Limit Adoption for 2020-2021 Fiscal Year Budget Figures-Staff Report Prepared by Finance Director Alma Colado
(Action only by the City Council)

City Manager Alexander Henderson stated each year the City Council must approve a resolution to adopt Gann Limit for the City for the new fiscal year budget figures using the County or City Growth percentage for calculations.

Council Discussion- None.

Public Comment- None

A motion was made by Council Member North, seconded by Council Member Hurtado, to adopt Resolution No. 2020-039 for the adoption of the 2020-21 Gann Limit. The motion carried by unanimous roll call vote.

Community Facilities District 2017-01 FY2020-21 Levy- Staff Report prepared by City Manager Alexander Henderson
(Action only by the City Council)

Nathan Perez, DTA- explained that the Council needs to recertify the Community Facilities District. This is our first year of having permits pulled, 47 permits at about $31,000.

Council Discussion - None.

Public Comment - None.

A motion was made by Council Member Hurtado to Adopt Resolution No. 2020-040 – Resolution of the City Council of the City of Kingsburg, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2017-1 (Public Services District) Authorizing the Levy of a Special Tax for Fiscal Year 2020-2021. The motion was seconded by Council Member North and carried by unanimous roll call vote.

Coronavirus Disease (COVID-19) Update- Staff Report by City Manager Alexander Henderson
(Action only by the City Council)

City Manager Alexander Henderson explained that Fresno County had permission to move to stage 3 as of 6/12. We have opened all playgrounds with restrooms. The pool is open for lap swimming and aqua aerobics. We have permission to use school facilities to start the Summer Recreation Program next week. City Hall reopened to the public as of 6/12. Friday afternoon handwashing stations were installed. There are 17 active covid-19 cases in Kingsburg. We have expanded outdoor dining for restaurants. We notified businesses on 6/5. Two businesses have contacted us so far. The testing clinic went well last week.

Informational only – No action necessary.

Crime Statistics Report for the Month of May 2019 and General Police Department Update- Crime Statistics Report prepared by Kingsburg Police Department Records Supervisor Corina Padilla.
(Action only by the City Council)

Police Chief Neil Dadian reviewed the report stating that crime is low overall. We had a death which has been ruled a homicide. It is unknown if the cause of death was a gunshot wound or from getting hit by a vehicle. We have had calls for service for social distancing: 10 in March, none in April and one in May in regards to Bella Creamery. Zero bail is going away. Peace rally went really well last week. Participants were very respectful and everyone got to express their first amendment rights. We are receiving strong support from the community during this stressful time. We are thankful to Council, staff, and all of our residents.

Council thanked the Chief and officers, stating that it starts from the top. The Unity rally was extremely successful. Council Member Hurtado stated that she really loves to hear about how our community cares about the police and she is glad to hear part one crimes are down. She is thankful for all the officers going to work every day. Police officers defend citizens when someone is in danger. Council Member North stated that she is praying over staff and thanked Chief for his great leadership.

Bethel Avenue / Sierra Street Roundabout Update- Staff Report prepared by City Engineer David Peters
(Action only by the City Council)

City Engineer David Peters explained that these are Highway Safety Funds. We are moving forward with rights-of-ways to construct the project.

Council Member Hurtado asked when the construction is set to take place? Dave Peters said late spring to early summer next year. Council Member North said that she would like property owners to be notified early. Mr. Peters said that we have reached out to Caltrans. The City can meet with property owners with the 3rd party present. Council Member North asked if the area will be closed during construction. Mr. Peters said no, it will be built in parts. Council Member Hurtado asked how long construction would last? Mr. Peters said 4 and ½ months. Council Member North said that she would like a Dala horse in the middle. Mr. Peters said that somethings we can and cannot do. Mayor Roman said that she had a concern about trucks. Mr. Peters said that he has reached out to trucking companies. The red brick part of the circle (truck apron) makes it easy for them to move around them. The local tucking company is in touch with neighboring trucking companies.

Informational- No Action Necessary

Quarterly Code Enforcement Update- Report prepared by Building Official Edward Jakubowski
(Action only by the City Council)

Building Official Edward Jakubowski stated that he worked with Jose, the Intern, to notify businesses of the COVID restrictions. We have closed most cases that were open when he started. Compliance has taken about 33 days. He discussed the 21st Avenue receivership that will go to auction probably in the Fall and the City will be reimbursed for fees.

Council Member Palomar asked for an update at 670 Qunicy Street. Mr. Jakubowski said that he hasn't had verbal contact, just written contact. Council Member Dix asked for an update on the commercial property abatement, Larson's. Mr. Jakubowski said he has had contact with potential users. Council Member Dix thanked him for his hard work, stating that Code Enforcement is important to the City.

Informational – No action necessary.

Council Reports and Staff Communications

Community Services Commission – Council Member North reported that it has not met.

Public Safety Committee – Council Member Palomar reported that it has not met.

Chamber of Commerce – Council Member Hurtado reported that it met last week. Fireworks will be taking place on July 3rd at 9:15 P. M. They are looking for donations. The Chamber Office is now open to the public.

Economic Development Committee – Council Member Dix reported that they are set to meet this Friday to discuss a potential City gift card.

Finance Committee- Council Member Dix reported that it has not met.

Planning Commission- City Manager Alexander Henderson reported that it met last week and approved an extension on a tentative map for a single-family residential subdivision.

South Kings Groundwater Sustainability Agency Joint Powers Authority- Council Member Dix reported that it has not met.

City Manager's Report- City Manager Alexander Henderson reported that we have a new Public Works Director, Daniel Galvez, who is scheduled to start July 1. He has been in contact with Caltrans with the number of accidents. They are evaluating existing traffic patterns. A Special Meeting might be needed regarding the Linnaea Villas in early July.

Other Business that may come properly before the City Council

Cancellation of the 7/1/2020 City Council Meeting- Council concurred.

Mayor Roman **s**tated that she has reached out to Buddy Mendez regarding Fresno County Business Grants. Applications are being screened and letters will be sent out this Friday with checks the following week.

Council Member North stated that she wants to be proactive for people to see the fireworks safely. Maybe we will need to close some streets**.**

Future Agenda Items - None

At 7:41 P. M. Mayor Michelle Roman adjourned the Joint Meeting of the Kingsburg City Council, Board of Directors of the City of Kingsburg Public Financing Authority, and the Board of Directors of the Kingsburg Redevelopment Successor Agency.

Submitted by:

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Abigail Palsgaard, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: almac
Printed: 7/10/2020 2:42 PM

City of Kingsburg
1401 Draper Street
Kingsburg, CA 93631-1908
(559)897-5821

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77857	3005	AFLAC	06/12/2020	863.54
77858	3006	AIRGAS NCN	06/12/2020	853.46
77859	3029	AT&T CALNET 3	06/12/2020	600.85
77860	3030	AT&T MOBILITY	06/12/2020	560.31
77861	3038	BENETRAC	06/12/2020	425.00
77864	4207	CALIFORNIA COMMERCIAL POOLS	06/12/2020	27,965.48
77865	3074	CENTRAL SANITARY SUPPLY	06/12/2020	96.03
77866	3079	CENTRAL VALLEY SWEEPING, INC.	06/12/2020	12,180.00
77867	3918	CINTAS	06/12/2020	1,043.27
77868	3190	ITSD-DATA PROC Svc's CO. OF FRESNC	06/12/2020	72.98
77869	3111	COLLINS & SCHOETTLER	06/12/2020	2,992.50
77870	3487	CRANE'S WASTE OIL	06/12/2020	760.00
77871	3149	DOOLEY ENTERPRISES, INC.	06/12/2020	249.22
77872	4229	EBA&M CORPORATION	06/12/2020	1,840.00
77873	3955	FIRE APPARATUS SOLUTIONS	06/12/2020	101,167.58
77874	3188	FRESNO COUNTY SHERIFF	06/12/2020	15,773.05
77875	3205	GALL'S, LLC	06/12/2020	3,592.47
77876	3212	DAVID GREEN	06/12/2020	100.00
77877	4236	PHIL GRIJALVA	06/12/2020	1,050.00
77878	3994	GUARDIAN	06/12/2020	5,662.81
77879	3216	HANFORD SENTINEL, INC.	06/12/2020	401.10
77880	3219	HEALTHWISE SERVICES	06/12/2020	175.00
77881	4256	MR. RAFAEL HERRERA	06/12/2020	72.00
77882	3225	HOME DEPOT CREDIT SERVICES	06/12/2020	408.95
77883	3249	KAISER FOUNDATION HEALTH PLAN	06/12/2020	2,285.51
77884	3250	KELLER FORD LINCOLN	06/12/2020	215.41
77885	3253	KINGSBURG CHAMBER OF COMMER	06/12/2020	2,500.00
77886	3254	KINGSBURG CHEVRON	06/12/2020	290.00
77887	3625	KINGSBURG MEDIA FOUNDATION	06/12/2020	2,170.00
77888	3277	LINCOLN AQUATICS	06/12/2020	2,066.51
77889	3293	MID VALLEY DISPOSAL	06/12/2020	103,987.54
77890	4068	MITCHELL 1	06/12/2020	2,798.35
77891	3797	MOTOROLA SOLUTIONS, INC.	06/12/2020	555.77
77892	3466	NAPA AUTO PARTS	06/12/2020	843.03
77893	3308	NELSON'S POWER CENTER	06/12/2020	49.00
77894	3961	OoSoSHARP, LLC.	06/12/2020	1,646.60
77895	3315	P G & E	06/12/2020	1,431.16
77896	3450	ABIGAIL PALSGAARD	06/12/2020	35.00
77897	3329	POLYACK MARKETING	06/12/2020	3,300.00
77898	3334	PROFESSIONAL PRINT & MAIL, INC	06/12/2020	1,045.82
77899	3343	R & B COMPANY	06/12/2020	245.85
77900	3922	RAGNASOFT, INC.	06/12/2020	1,225.00
77901	3940	SAN DIEGO POLICE EQUIPMENT, INC	06/12/2020	358.94
77902	3363	SAVE MART SUPERMARKETS	06/12/2020	92.76
77903	3369	SILVAS OIL COMPANY, INC.	06/12/2020	3,205.64
77904	3419	VIKING CLEANING SERVICE	06/12/2020	3,076.02
77905	3493	VILLAGE TIRE SALES	06/12/2020	94.77

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77906	3469	WECO SUPPLY CO., INC.	06/12/2020	32.55
77907	3430	WONG, ANDY & BETTY	06/12/2020	2,600.00
77908	3665	ADVENTIST HEALTH	06/12/2020	542.03
77909	3054	BSK ASSOCIATES	06/12/2020	635.00
77910	3275	LIEBERT, CASSIDY, WHITMORE	06/12/2020	2,445.00
77911	3961	OoSoSHARP, LLC.	06/12/2020	2,003.36
77912	3448	CHRISTINA WINDOVER	06/12/2020	35.00
			Total for 6/12/2020:	320,717.22
77913	3578	MAC GENERAL ENGINEERING	06/17/2020	73,486.79
77914	4215	PARAGON PARTNERS	06/17/2020	1,265.00
77915	3359	S&W HEALTHCARE CORP.	06/17/2020	137.15
77916	4129	STEVE DOVALI CONSTRUCTION	06/17/2020	550,155.45
			Total for 6/17/2020:	625,044.39
ACH	3470	Internal Revenue Service - ACH	06/19/2020	1,586.22
ACH	3471	Employment Development Department - A	06/19/2020	254.63
ACH	3472	CalPERS - ACH	06/19/2020	501.23
ACH	3231	ICMA RETIREMENT CORPORATION -	06/19/2020	661.63
ACH	3470	Internal Revenue Service - ACH	06/19/2020	39,816.73
ACH	3471	Employment Development Department - A	06/19/2020	6,077.91
ACH	3472	CalPERS - ACH	06/19/2020	31,405.11
ACH	3475	Empower	06/19/2020	2,915.00
ACH	3476	CHILD SUPPORT STATE DISBURSEME	06/19/2020	471.22
			Total for 6/19/2020:	83,689.68
77917	3007	ALERT-O-LITE, INC.	06/26/2020	53.99
77918	3024	RAMIRO ARROYO	06/26/2020	17.00
77919	3029	AT&T CALNET 3	06/26/2020	706.02
77920	3030	AT&T MOBILITY	06/26/2020	1,040.26
77921	3031	BACKFLOW APPARATUS & VALVE CO	06/26/2020	120.00
77922	4223	BLUE FORCE GEAR, INC.	06/26/2020	269.76
77923	3056	CAL STATE TERMITE AND PEST	06/26/2020	460.00
77924	3704	CANON FINANCIAL-EQUIPMENT SAL	06/26/2020	961.89
77925	3067	CARDMEMBER SERVICE	06/26/2020	5,654.33
77926	3991	JOSH CAREY	06/26/2020	17.00
77927	3068	BARBARA CARPENTER	06/26/2020	697.50
77928	4263	CARSON TRAILER	06/26/2020	2,834.90
77929	3074	CENTRAL SANITARY SUPPLY	06/26/2020	15.04
77930	3119	COOK'S COMMUNICATIONS CORP.	06/26/2020	15,463.76
77931	3123	COUNTY OF FRESNO-DEPT OF PUBLI	06/26/2020	138.00
77932	3155	ELBERT DISTRIBUTING, INC.	06/26/2020	115.73
77933	4259	EMMET VALLEY CONSTRUCTION	06/26/2020	25.00
77934	3158	ENER POWER	06/26/2020	4,320.00
77935	3176	FLAGTIME, USA	06/26/2020	3,649.56
77936	3179	LEE FORLINES	06/26/2020	17.00
77937	3188	FRESNO COUNTY SHERIFF	06/26/2020	754.20
77938	3721	DEREK GAGNON	06/26/2020	17.00
77939	3206	GLACIER REFRIGERATION AND AIR	06/26/2020	1,065.80
77940	3723	GEORGE GOMEZ	06/26/2020	17.00
77941	4264	TAYLOR GRIFFIN	06/26/2020	522.00
77942	3994	GUARDIAN	06/26/2020	5,609.03
77943	3643	ICMA MEMBERSHIP RENEWAL	06/26/2020	200.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77945	3237	JC'S LAWN SERVICE	06/26/2020	5,000.00
77946	3242	JOE SAUBERT INC.	06/26/2020	666.97
77947	3250	KELLER FORD LINCOLN	06/26/2020	39.71
77948	3887	KINGS INDUSTRIAL OCC. MED CTR., I	06/26/2020	171.00
77949	3625	KINGSBURG MEDIA FOUNDATION	06/26/2020	23,677.23
77950	3277	LINCOLN AQUATICS	06/26/2020	2,912.36
77951	4258	LOS ANGELES RADIOLOGY MEDICAL	06/26/2020	111.00
77952	3288	MCCLASKY, INC.	06/26/2020	1,380.00
77953	3297	MORGAN'S VILLAGE FLOORING	06/26/2020	28.86
77954	3308	NELSON'S POWER CENTER	06/26/2020	125.49
77955	3312	O'REILLY AUTO PARTS	06/26/2020	17.77
77956	3315	P G & E	06/26/2020	39,478.60
77957	3319	KEVIN PENDLEY	06/26/2020	17.00
77958	3326	PITNEY BOWES	06/26/2020	231.64
77959	4246	POWERFLARE	06/26/2020	9,153.48
77960	3343	R & B COMPANY	06/26/2020	348.39
77961	3649	NISSI ROBLEDO	06/26/2020	17.00
77962	3356	RUSH ADVERTISING SPECIALTIES	06/26/2020	692.20
77963	3361	SAN JOAQUIN VALLEY AIR	06/26/2020	501.00
77964	3368	SIGN RANCH BY ROD'S CUSTOM SIGN	06/26/2020	394.13
77965	3369	SILVAS OIL COMPANY, INC.	06/26/2020	4,184.77
77966	4262	SILVERFOX ELECTRIC, INC.	06/26/2020	8,158.77
77967	3375	SNAP-ON-TOOLS	06/26/2020	1,818.80
77968	3378	STAPLES ADVANTAGE	06/26/2020	1,186.19
77969	4261	STATE CONTROLLER-DEPT OF ACCTN	06/26/2020	12.01
77970	3380	STATE OF CALIFORNIA-D O J	06/26/2020	35.00
77971	3382	SHAUN STEPHENS	06/26/2020	17.00
77972	4028	SUPERIOR POOL CARE	06/26/2020	2,600.00
77973	3397	THE GAS COMPANY	06/26/2020	259.41
77974	4257	TILTON PACIFIC CONSTRUCTION	06/26/2020	129.00
77975	3506	TOSHIBA FINANCIAL SERVICES	06/26/2020	703.98
77976	4088	TULARE COUNTY RMA-PERMIT CENT	06/26/2020	6,054.53
77977	3414	ERIC VASQUEZ	06/26/2020	17.00
77978	3416	VERIZONWIRELESS	06/26/2020	665.87
77979	3493	VILLAGE TIRE SALES	06/26/2020	99.95
77980	4082	JENNIFER VILLANUEVA	06/26/2020	17.00
77981	3722	HARDIN WEAVER	06/26/2020	17.00
77982	3433	EVA ZIMMERMAN	06/26/2020	294.25
			Total for 6/26/2020:	155,996.13
77983	3534	JACK'S REFRIGERATION, INC.	06/29/2020	18,643.00
77984	3805	USA BLUE BOOK	06/29/2020	872.32
			Total for 6/29/2020:	19,515.32
ACH	3231	ICMA RETIREMENT CORPORATION - V	07/03/2020	661.63
ACH	3470	Internal Revenue Service - ACH	07/03/2020	44,680.03
ACH	3471	Employment Development Department - A	07/03/2020	6,912.20
ACH	3472	CalPERS - ACH	07/03/2020	31,046.79
ACH	3475	Empower	07/03/2020	2,915.00
ACH	3476	CHILD SUPPORT STATE DISBURSEME	07/03/2020	471.22
			Total for 7/3/2020:	86,686.87

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Report Total (140 checks):	1,291,649.61

Meeting Date:	7/15/2020
Agenda Item:	4.3

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: **Mayor Roman & City Council**

REPORT FROM: **Christina Windover, Administrative Services Director** **REVIEWED BY: AP**

AGENDA ITEM: **Wage Schedule**

ACTION REQUESTED: __Ordinance __Resolution _✓_Motion ____Receive/File

EXECUTIVE SUMMARY

As required by City Ordinance, the Council is required to approve employee wage schedules. Attached is a red-lined updated wage schedule effective July 1, 2020 with new rates in red and the previous rates in black and an updated wage schedule, if approved by Council.

The updated schedule is based on a City Council approved 2% wage increase for non-sworn Kingsburg Police Officers Association ("KPOA") members based on the 2019-2020 KPOA MOU. Additionally, a line item has been created for a part-time Paramedic Non-safety position. This position is currently in the City's Classification Plan and Salary chart as a full-time position with benefits. Fire Chief Perkins will be utilizing the Paramedic (Mon-Fri) position as a part-time position without benefits. The hourly rate for the part-time Paramedic will be set to the equivalent of C step for the Paramedic (Mon-Fri) position.

RECOMMENDED ACTION BY CITY COUNCIL

1. *Approve the proposed wage schedule.*

POLICY ALTERNATIVE(S)

1. Don't approve proposed wage schedule. Provide Direction.

REASON FOR RECOMMENDATION/KEY METRIC

1. The Council has oversight on all wages associated with City positions. This is part of our financial stability initiative.

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact?	Yes
2. Is it Currently Budgeted?	Yes
3. If Budgeted, Which Line?	Varies

PRIOR ACTION/REVIEW

Council approves wage schedules as amended.

BACKGROUND INFORMATION

See Executive Summary.

ATTACHED INFORMATION

1. Proposed Wage Schedule "City of Kingsburg Salary Chart" and red-line version.

CITY OF KINGSBURG SALARY CHART
EFFECTIVE JULY 1, 2020

POSITION		SALARY STEPS-PAID MONTHLY UNLESS NOTED A	B	C	D	E
Building Department						
BUILDING OFFICIAL		5078	5332	5599	5879	6172
BUILDING INSPECTOR II/CODE ENFORCEMENT		4004	4205	4415	4636	4867
BUILDING INSPECTOR I/CODE ENFORCEMENT		3340	3507	3682	3866	4059
City Hall						
CITY MANAGER						13591
FINANCE DIRECTOR-TREASURER		7861	8254	8666	9100	9555
PLANNING DIRECTOR		7862	8255	8668	9101	9556
CITY CLERK		6529	6856	7198	7558	7936
DIRECTOR OF ADMINISTRATIVE SERVICES		6770	7109	7464	7837	8229
MANAGEMENT ASSISTANT		3694	3879	4073	4276	4490
COMMUNITY SERVICES DIRECTOR		5223	5485	5759	6047	6349
COUNCILMEMBER-MAYOR STIPEND						300
COUNCILMEMBER STIPEND						250
PART-TIME CITY HALL CLERK		13.19/HR				
Fire Department*						
FIRE CHIEF		7847	8240	8652	9084	9539
FIRE CAPTAIN/EMT	REGULAR	4973	5221	5483	5757	6045
FIRE CAPTAIN/PARAMEDIC	REGULAR	5333	5600	5880	6174	6483
FIREFIGHTER/PARAMEDIC	REGULAR	4297	4512	4738	4974	5223
FIREFIGHTER/EMT	REGULAR	4015	4216	4426	4648	4880
FIREFIGHTER/PARAMEDIC	REGULAR MON-FRI	3219	3380	3549	3726	3912
PARAMEDIC	REGULAR MON-FRI	3140	3297	3462	3635	3817
PARAMEDIC	SHIFT SCHEDULE	4268	4482	4706	4941	5188
PARAMEDIC (NON-SAFETY)	PART-TIME	19.98/HR				
PCF (Hired before 01/01/2015)		13.50/HR				
RESERVE FIREFIGHTER/EMT		13/HR	14/HR			
RESERVE FIREFIGHTER/PARAMEDIC		14/HR	19.98/HR			
RESERVE SPECIAL ASSIGNMENT		20/HR				
Police Department						
CHIEF OF POLICE		8319	8735	9171	9630	10111
POLICE LIEUTENANT		6743	7081	7435	7806	8197
POLICE SERGEANT		5968	6266	6579	6908	7254
POLICE SERGEANT (Hired 1/1/15 or after)		5850	6142	6449	6772	7110
POLICE OFFICER		4796	5036	5288	5552	5830
POLICE OFFICER (Hired 1/1/15 or after)		4703	4938	5185	5444	5716
RECORDS SUPERVISOR		4094	4299	4514	4740	4977
POLICE DEPT. ADMINISTRATIVE ASSISTANT		3968	4167	4375	4594	4824
POLICE SERVICES TECHNICIAN		3441	3614	3794	3984	4183
POLICE RESERVE-LEVEL 1		20.00/HR				
Public Works Department						

PUBLIC WORKS DIRECTOR		7538	7915	8310	8726	9162
ASSISTANT PUBLIC WORKS DIRECTOR		6282	6596	6926	7272	7636
PUBLIC WORKS SUPERINTENDENT		4950	5197	5457	5730	6016
MAINTENANCE WORKER I		3043	3195	3355	3523	3699
MAINTENANCE WORKER II/Mech/Pool		3181	3340	3507	3682	3866
MAINTENANCE WORKER III		3768	3956	4154	4362	4580
WATER OPERATOR I		3319	3485	3659	3842	4034
WATER OPERATOR II		3922	4118	4324	4540	4767
WATER OPERATOR III		4756	4994	5243	5507	5782
PART TIME PUBLIC WORKS CLERK	13/HR					
PART TIME METER READER	13.00/HR					
Senior Center						
SENIOR CITIZEN COORDINATOR		2568	2696	2831	2972	3121
NUTRITION COORDINATOR	14.00/HR					
Miscellaneous						
DEPARTMENT SECRETARY I		3132	3289	3453	3626	3807
DEPARTMENT SECRETARY I W/PLANNING COMMISSION MEETINGS		3289	3454	3626	3808	3998
DEPARTMENT SECRETARY II		3440	3612	3792	3982	4181
DEPARTMENT SECRETARY II W/PLANNING COMMISSION MEETINGS		3611	3792	3981	4180	4389
ADMINISTRATIVE ASSISTANT		2365	2483	2607	2737	2874
ACCOUNT CLERK I		2927	3074	3227	3389	3558
ACCOUNT CLERK II W/ACCOUNTS PAYABLE		3368	3537	3713	3899	4094
ACCOUNT CLERK II		3209	3370	3538	3715	3901
ACCOUNT CLERK III		3528	3704	3890	4084	4288
RECREATION SITE SUPERVISOR	14.25/HR					
RECREATION LEADER	13/HR					
RECREATION LEADER/RETURN LEADER	13.75/HR					
LIFEGUARD	13/HR					
LIFEGUARD/RETURN GUARD	13.75/HR					
LEAD GUARD	14/HR					
POOL CASHIER	13.00/HR					
POOL MANAGER	14.25/HR					
AQUA AEROBICS INSTRUCTOR	16.00/HR					
LEAD AQUA AEROBICS INSTRUCTOR	17.50/HR					

New and altered wages in red.

CITY OF KINGSBURG SALARY CHART
EFFECTIVE JULY 1, 2020

POSITION		SALARY STEPS-PAID MONTHLY UNLESS NOTED					
---		A	B	C	D	E	
Building Department							
BUILDING OFFICIAL			5078	5332	5599	5879	6172
BUILDING INSPECTOR II/CODE ENFORCEMENT			4004	4205	4415	4636	4867
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City Hall							
CITY MANAGER							13591
FINANCE DIRECTOR-TREASURER			7861	8254	8666	9100	9555
PLANNING DIRECTOR			7862	8255	8668	9101	9556
CITY CLERK			6529	6856	7198	7558	7936
DIRECTOR OF ADMINISTRATIVE SERVICES			6770	7109	7464	7837	8229
MANAGEMENT ASSISTANT			3694	3879	4073	4276	4490
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COUNCILMEMBER-MAYOR STIPEND							300
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PART-TIME CITY HALL CLERK		13.19/HR					
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RECORDS SUPERVISOR			4014	4214	4425	4646	4784
RECORDS SUPERVISOR			4094	4299	4514	4740	4977
POLICE DEPT. ADMINISTRATIVE ASSISTANT			3968	4167	4375	4594	4824
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RECREATION LEADER/RETURN LEADER	13.75/HR					
LIFEGUARD	13/HR					
LIFEGUARD/RETURN GUARD	13.75/HR					
LEAD GUARD	14/HR					
POOL CASHIER	13.00/HR					
POOL MANAGER	14.25/HR					
AQUA AEROBICS INSTRUCTOR	16.00/HR					
LEAD AQUA AEROBICS INSTRUCTOR	17.50/HR					

Meeting Date: 07/15/2020
Agenda Item: 4.4

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: **Mayor Roman & City Council**

REPORT FROM: **David Peters, City Engineer** **REVIEWED BY**: MN

AGENDA ITEM: Tract 6122 (Kings Estates) Agreement for Common Use of Easements

ACTION REQUESTED: ___Ordinance ____Resolution __√__ Motion ____ Receive/File

EXECUTIVE SUMMARY

The City of Kingsburg previously approved Tract 6122, Kings Estates, at the northeast corner of Kamm Avenue and 18th Avenue. Conditions of approval for the 60 lot subdivision include replacing an existing mortar joint irrigation line with a reinforced concrete rubber gasketed pipeline along the tract's eastern boundary. The pipeline is under the jurisdiction of Consolidated Irrigation District and is located within an easement granted by the developer.

After the pipeline is installed, the easement will be developed as a pedestrian trail. An Agreement for Common Use of Easements was developed to document responsibilities of both the City of Kingsburg and Consolidated Irrigation District within the easement area.

Consolidated Irrigation District has approved the agreement. The next step in the process would be for the City to approve the agreement such that construction of the pipeline and pedestrian trail improvements can be completed.

RECOMMENDED ACTION BY CITY COUNCIL

Staff recommends the City Council approve the Agreement for Common Use of Easements and authorize the City Manager to execute the agreement on behalf of the City of Kingsburg.

POLICY ALTERNATIVE(S)

Council could choose to not approve the Agreement for Common Use of Easements.

REASON FOR RECOMMENDATION/KEY METRIC

Execution of the agreement defines responsibilities within the easement area and facilitates completion of the subdivision.

FINANCIAL INFORMATION

FISCAL IMPACT:

1.	Is There A Fiscal Impact?	No
2.	Is it Currently Budgeted?	No
3.	If Budgeted, Which Line?	N/A

FINANCIAL SUMMARY

None.

PRIOR ACTION/REVIEW

None.

BACKGROUND INFORMATION

See Executive Summary.

ATTACHMENTS

1. Common Use Agreement

Baker Manock
& Jensen PC
ATTORNEYS AT LAW

Lauren D. Layne
Attorney at Law
llayne@bakermanock.com

Fig Garden Financial Center
5260 North Palm Avenue
Fourth Floor
Fresno, California 93704
Tel: 559.432.5400
Fax: 559.432.5620
www.bakermanock.com

June 17, 2020

VIA ELECTRONIC MAIL AND ON TRAC
(Tracking#D10011938479301)

Michael J. Noland, Esq.
KAHN, SOARES & CONWAY, LLP
219 North Douty Street
Hanford, California 93230
E-Mail: mnoland@kschanford.com

Re: Consolidated Irrigation District – City of Kingsburg

Dear Mr. Noland:

Attached please find the Agreement for Common Use of Easements for the above-referenced matter that has been executed and notarized by CID. Please provide a fully-executed and recorded copy to us for our records. It is my understanding that you will be sending the easements directly to CID so that CID may attach an acceptance form.

If you have any questions, please do not hesitate to contact Mrs. Layne directly.

Very truly yours,

Lauren D. Layne
BAKER MANOCK & JENSEN, PC

LDL:sdg
Enclosure

2585394v1 / 7527.0001

FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTIONS 6103 AND 27383
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

CITY OF KINGSBURG
1401 DRAPER STREET
KINGSBURG, CA 93631

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX IS $0

AGREEMENT FOR COMMON USE OF EASEMENTS

THIS AGREEMENT FOR COMMON USE OF EASEMENTS (this "Agreement") is made and entered into as of June 10, 2020 (the "Effective Date"), by and between CONSOLIDATED IRRIGATION DISTRICT, a California Irrigation District ("District") and the CITY OF KINGSBURG, a charter city and municipal corporation ("City"). The District and the City are sometimes collectively referred in this Agreement as the "Parties" or singularly as a "Party" or by their individual names.

RECITALS

A. WHEREAS, District was organized on September 8, 1921, and provides water from the Kings River for irrigation and groundwater recharge; and

B. WHEREAS, the District is a California Irrigation District organized and existing under and by virtue of the Irrigation District Law, Division 11, of the California Water Code; and

C. WHEREAS, the District must have full access to and control over its facilities and the operation thereof; and

D. WHEREAS, the District agreed to allow existing facilities with prior rights to be relocated for purposes of a development within the City. The developer relocated and reconstructed the District's facilities and granted the District easements for said relocated facilities; and

E. WHEREAS, the District holds multiple twenty-foot (20') easements for ditches, canals, pipelines and other conveyance facilities over, under, across and through certain real property in Kingsburg, California and more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (collectively "District Easements"). The District's Garner Lateral Pipeline is located in the District Easements; and

F. WHEREAS, City holds multiple twenty-foot (20') easements for landscape, irrigation, pedestrian and related purposes over, under, across and through certain real property in Kingsburg, California and more particularly described in Exhibit "B" which is attached hereto and incorporated herein by this reference (collectively "City Easements"). The City will construct and maintain a multi-purpose trail on the City Easements (collectively "Trail Improvements"); and

G. WHEREAS, the City Easements overlap the existing District Easements, which overlapping portion is more specifically described as that area shown on the diagram attached hereto as Exhibit "C", being hereby designated as the "Area of Common Use"; and

H. WHEREAS, District and City wish to establish certain conditions under which the Area of Common Use shall be used by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. **District's Consent**. District hereby consents to the use by City of the Area of Common Use for purposes of constructing, maintaining and operating the Trail Improvements. City hereby consents to the use by the District of the Area of Common Use for the operation, maintenance, repair and replacement of its conveyance facilities. City's use of the Area of Common Use shall be subject to (i) the District's right to fully use the Area of Common Use for all of the District's purposes, and (ii) the terms and conditions set forth in this Agreement. The Parties acknowledge that the District has a prior right in the Area of Common Use and the District does not by this Agreement subordinate any rights it may have in the Area of Common Use to any use thereof by the City. City acknowledges that the District, by consenting to the City's use of the Area of Common Use, is making no representation or warranty regarding the existence or non-existence of any third-parties claiming a right, title, or interest in or to the Area of Common Use.

2. **City Trail Improvements**. City shall, at its own cost and expense, locate, construct, operate, maintain, repair and replace the Trail Improvements in the Area of Common Use in such a manner and using such material as may be required so that the Trail Improvements will not at any time damage, impair or interfere with the use by the District of the District Easements. The City shall coordinate the construction of the Trail Improvements so that it does not interfere with the District's water delivery, operations and maintenance schedules.

3. **Ownership of Facilities/Improvements**. All of the Trail Improvements constructed or installed pursuant to this Agreement shall be the property of City, and all appurtenances and facilities installed by District or existing in the Area of Common Use, which are related to District's facilities, shall be the property of District. Except as herein otherwise provided, neither District nor City shall have any right, title, or control over the other's property, other than it may already have under applicable law.

4. **Common Use**. Except as expressly set forth herein, this Agreement shall not in any way alter, modify, or terminate the District Easements in the Area of Common Use. Both District and City shall use the Area of Common Use in such a manner as not to unreasonably interfere with the rights of one another and nothing herein shall be construed as a release or waiver of any claim for compensation or damages that the District or the City may now have, or may hereafter acquire, resulting from the construction or alteration of existing facilities or the construction or alteration of additional facilities by either District or City, which causes damage to or unreasonable interferes with the use of the Area of Common Use by the other Party. Each Party shall construct, operate, or maintain their improvements in the Area of Common Use in a manner that does not diminish or restrict the ability of the other Party to use the Area of Common Use for the purpose identified in this Agreement. Neither Party shall have the right to increase the extent of their use of the Area of Common Use as identified in this Agreement, without the express written authorization of the other Party.

5. **City Reimbursement.**

(a) City shall be responsible to pay, and shall reimburse District upon request, for any actual reasonable cost incurred by District for work performed by District that is caused by or required by City's construction, maintenance or use of the Trail Improvements. District shall provide reasonable advanced written notice to the City of the necessity of such work prior to commencement.

(b) Except as described above, District and City shall be responsible for the maintenance, repair, alteration, improvement or relocation of their respective facilities within the Area of Common Use.

(c) Nothing in this Agreement shall relieve the Parties of any responsibility toward the other for damage to the other's property located outside of the Area of Common use.

6. **Indemnification.**

(a) District shall not be responsible for any damage to or for the costs of replacement or repair of any City or third-party facility located in the Area of Common Use and City shall indemnify and hold District harmless for any such cost and/or damages except for any such claims arising out of the willful misconduct or sole negligence of District or its directors, officers, employees, authorized volunteers or contractors.

(b) To the fullest extent permitted by law: (i) City agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the Area of Common Use, except for any such claims arising out of the willful misconduct or sole negligence of the District or its directors, officers, employees, authorized volunteers or contractors, or those claims which violate the City's sovereign immunities. City agrees to defend, hold harmless, and indemnify District, its directors, officers, employees or authorized volunteers against any and all such injuries, damages, and claims arising out of the City's use of the Area of Common Use; and (ii) District agrees to be solely responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the Area of Common Use, except for any such claims arising out of the willful misconduct or sole negligence of the City or its officials, officers, employees, authorized volunteers or contractors, or those claims which violate the District's sovereign immunities. District agrees to defend, hold harmless, and indemnify City, its officials, officers, employees or authorized volunteers against any and all such injuries, damages, and claims arising out of the District's use of the Area of Common Use. This indemnification shall not be restricted to any insurance proceeds.

(c) In the event of concurrent negligence on the part of City or any of its officers, officials, employees, agents or volunteers, and the District or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(d) This section shall survive termination or expiration of this Agreement.

7. **Notice of Work**. Except in the event of an emergency, or as necessary to maintain the flow of water in District's facilities, each Party shall give the other reasonable notice before performing or permitting any work affecting the other's facilities in the Area of Common Use, and shall furnish the other Party with plans and specifications describing the work to be done before commencement of the work. The reviewing Party shall have the right to specify reasonable conditions on, or changes in, the proposed work and schedule when necessary to prevent damage to its facilities or interference with its operations in the Area of Common Use.

Neither Party shall permit installation of facilities by others in the Area of Common Use without the written consent of the other Party. Each Party agrees to repair any damage to the other Party's facilities caused by work directed or performed by it within the Area of Common Use. Except that, where City's facilities or the Trail Improvements within the Area of Common Use must necessarily be damaged, destroyed or removed by District to accommodate repair, maintenance, modification or replacement of District's facilities, District shall have no obligation to restore City's affected facilities or Trail Improvements. In the event of an emergency, no such notice shall be required and either Party may proceed to do what is reasonably necessary to prevent serious loss or damage and to protect the public health and safety. An emergency shall be deemed to exist if immediate action is reasonably required to prevent serious loss or damage to life or property, or to protect the public health and safety.

8. **Further Assurances**. From time to time and at any time after the execution and delivery of this Agreement, each of the Parties, at its own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by the other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party, to evidence or carry out the intent of this Agreement.

9. **Limitations; Obligations.**

(a) Prior to construction and installation of the Trail Improvements, City, at its sole cost and expense, shall obtain all necessary permits, licenses, authorizations, approvals or other governmental dispensations required to proceed with City's activities pursuant to this Agreement.

(b) City shall ensure that all activities performed in the Area of Common Use with respect are performed (i) in conformance with all applicable federal and State laws and regulations, and (ii) in a good and workmanlike manner.

(c) City shall promptly pay all claims, especially those secured by a mechanic's or materialman's lien against the District's Easements or any interest therein, for labor or materials furnished or alleged to have been furnished to or for City at or for use on the Area of Common Use.

(d) City agrees at all times to keep the Trail Improvements in a state of good and safe repair, at City's sole cost and expense.

10. **Inspection**. City agrees to notify the District's General Manager, or his designee, at least two (2) business days before City work commences within the Area of Common Use. The District may inspect the work to ensure that the Trail Improvements, as built, conform to all permits, authorizations and approvals allowing for the construction and installation of the Trail Improvements. Such inspections may extend to all phases of the work, including, but not limited to the preparation of materials to be used. Failure of the District to detect any deviations, deficient materials or workmanship or any other defects in the Trail Improvements shall not (i)

release the City from any obligation to correct such defects or from any liability resulting therefrom, or (ii) impose any liability on the District.

11. **Term.** The term of this Agreement shall be in perpetuity.

12. **Liability Insurance**. Each Party shall procure and maintain for the duration of this Agreement Commercial General Liability (CGL) insurance against claims for injuries to persons or damages to property which may arise from or in connection with their respective use of the Area of Common Use. Coverage shall be at least as broad as Insurance Services Office (ISO) Form CG 0001 covering on an "occurrence" basis, with limits no less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit. The insurance policies required by this Section 12 shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice (10 days for nonpayment) has been provided to each Party.

13. **Notices**. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 13. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To District: Consolidated Irrigation District
c/o General Manager
P.O. Box 209
Selma, California 93662
Telephone: (559) 896-1660
Facsimile: (559) 896-3830

To City: City of Kingsburg
c/o Alex Henderson
1401 Draper Street
Kingsburg, California 93631
Telephone: (559) 897-5821
Facsimile: (559) 897-5568

Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier.

Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (conformation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

14. **Relationship of Parties**. Neither Party hereto is, nor shall it become or be deemed to be, a partner or a joint venture with the other by reason of the provisions of this Agreement, nor shall this Agreement be construed to authorize either Party to act as the agent for the other. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Parties hereto with any third parties.

15. **Entire Agreement**. This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

16. **Amendments**. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized and signed by representatives of both Parties.

17. **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, and administrators of the respective Parties.

18. **Assignment**. Neither Party hereto shall assign this Agreement, or any interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any such attempted assignment in violation of this Agreement shall be null and void.

19. **Governing Law; Venue**. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be in Fresno County, California.

20. **Severability**. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

21. **Headings**. The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

22. **Counterparts**. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

23. **Binding Effect**. This Agreement shall "run with the land" and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

24. **Attorney's Fees**. Should any action or proceeding be commenced between the Parties hereto concerning this Agreement, or the rights and duties of any Party in relation thereto, the Party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing Party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY

City of Kingsburg,
a Charter City and municipal corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Name: Michael J. Noland
Firm: Kahn, Soares & Conway, LLP
Title: Attorneys for the City

DISTRICT

Consolidated Irrigation District,
a California irrigation district

By: Phillip G. Desatoff

Name: Phillip G. Desatoff

Title: General Manager

APPROVED AS TO FORM:

By: Lauren Layne
Name: Lauren D. Layne
Firm: Baker Manock & Jensen, PC
Title: Attorneys for the District

F:\WORD\11\11140.229\Agreement for Common use of Easements (Final) 2020-05-22.docx

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On June 12, 2020 (Date) before me, Tanya Ruiz, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Phillip G. Desatoff (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

TANYA RUIZ
Notary Public - California
Fresno County
Commission # 2272791
My Comm. Expires Dec 23, 2022

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF KINGS)

On June ___, 2020, before me, _____, Notary Public, personally appeared **ALEXANDER HENDERSON,** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF KINGS)

On June____, 2020, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On June 17, 2020, before me, Beatriz C. Medina-Storie, a Notary Public, personally appeared Lauren D. Layne, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

BEATRIZ C. MEDINA-STORIE
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2234753
FRESNO COUNTY
My Comm. Exp. March 18, 2022

Signature Beatriz C. Medina-Storie

EXHIBIT "A"
District Easements

EXHIBIT "A"
PROPERTY

Lot 21 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

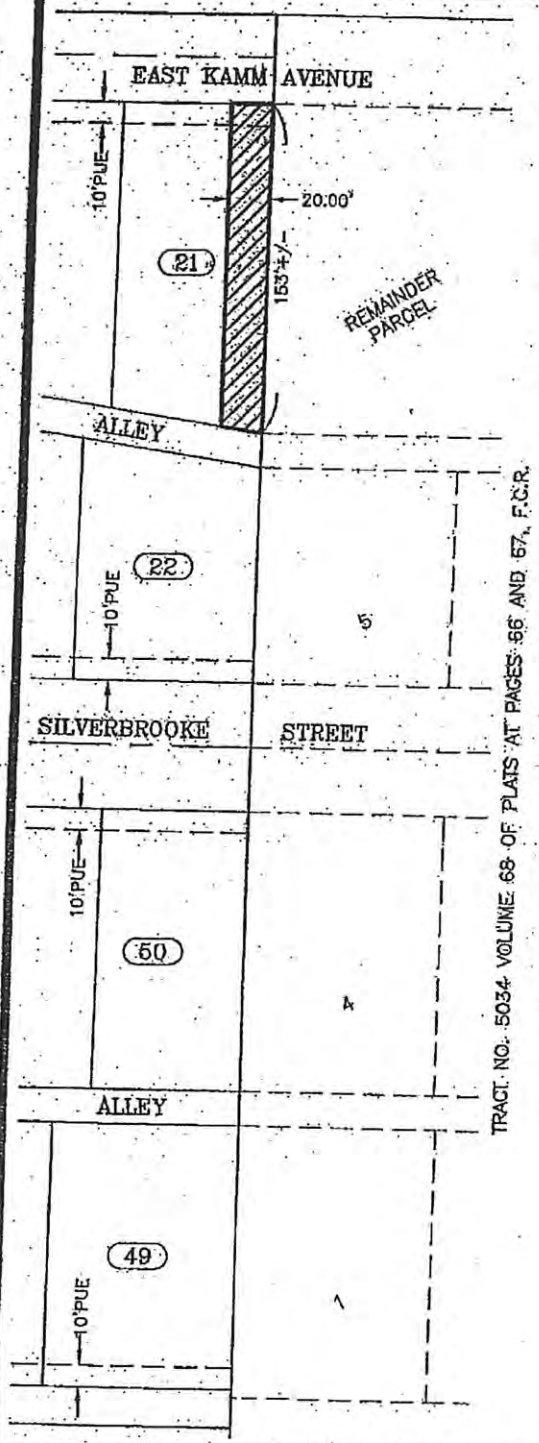
EASEMENT

The East 20.00 feet of Lot 21 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

Containing 3,036 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20



LEGEND

INDICATES COMMON USE AREA.

(XX) INDICATES LOT PER TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS.

PUE INDICATES PUBLIC UTILITY EASEMENT PER TRACT No. 6122.

OWNER: K PROP. LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

AREA: 3,036 SQUARE FEET, +/-

SCALE: 1" = 80'

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

0' 50' 100' 150'

PORTION OF LOT 21 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:
DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: GMR
WO: 16-095/6122

REVISIONS:

PAGE NO. 1 OF 1 PAGES

PROPERTY

Lot 22 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

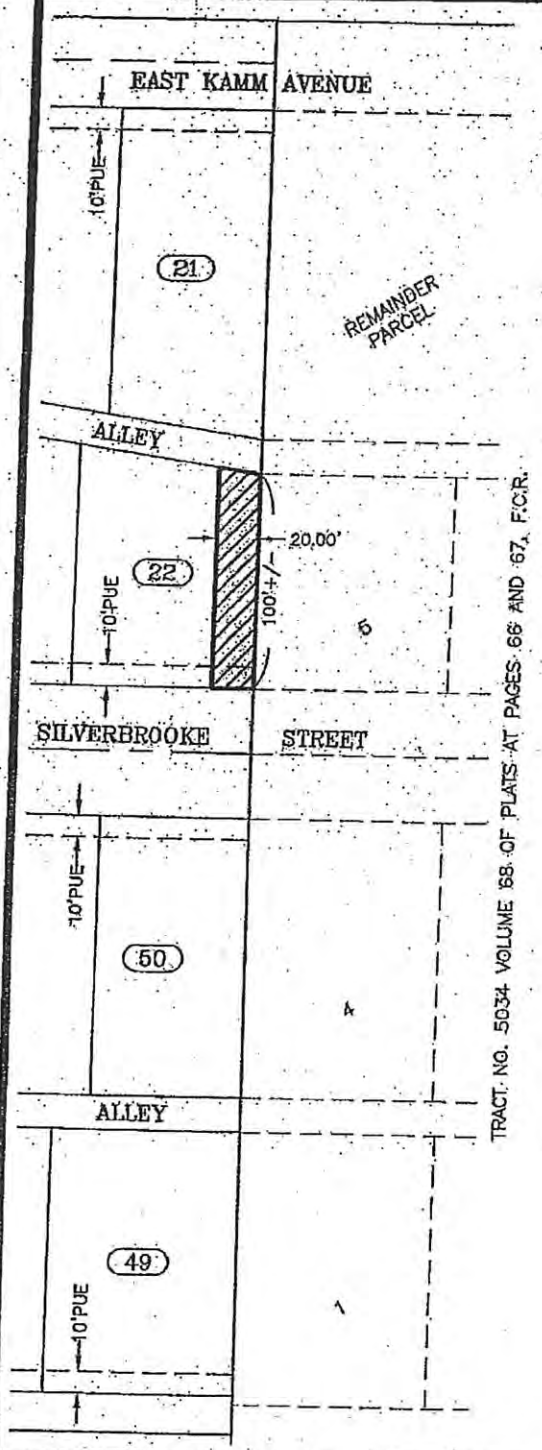
EASEMENT

The East 20.00 feet of Lot 22 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

Containing 2,024 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20



LEGEND

INDICATES COMMON USE AREA.

(XX) INDICATES LOT PER TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS.

PUE INDICATES PUBLIC UTILITY EASEMENT PER TRACT No. 6122.

OWNER: K PROP. LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

AREA: 2,024 SQUARE FEET, +/-

SCALE: 1" = 80'

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA
5-29-20

0' 50' 100' 150'

PORTION OF LOT 22 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:
DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: GMR
WO: 18-096/6122

REVISIONS:

PROPERTY

Lot 49 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

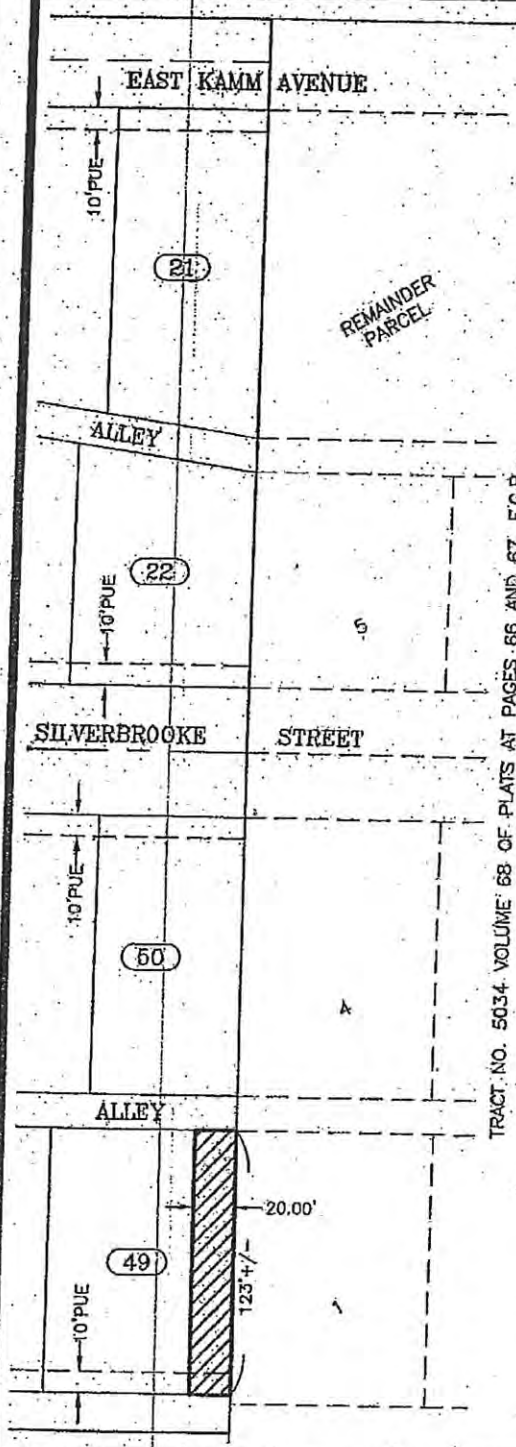
EASEMENT

The East 20.00 feet of Lot 49 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

Containing 2,455 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20



LEGEND

INDICATES COMMON USE AREA.

(XX) INDICATES LOT PER TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS.

PUE INDICATES PUBLIC UTILITY EASEMENT PER TRACT No. 6122.

OWNER: K PROP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

AREA: 2,455 SQUARE FEET, +/-

N

SCALE: 1" = 80'

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

0' 50' 100' 150'

PORTION OF LOT 49 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:
DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: CMR
W/O: 16-096/6122

REVISIONS:

PAGE NO. 1 OF 1 PAGES

PROPERTY

Lot 50 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-22-20

EASEMENT

The East 20.00 feet of Lot 50 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

Containing 2,920 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

LEGEND

INDICATES COMMON USE AREA.

(XX) INDICATES LOT PER TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS.

PUE INDICATES PUBLIC UTILITY EASEMENT PER TRACT No. 6122.

OWNER: K PROP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

AREA: 2,600 SQUARE FEET, +/-.

N

SCALE: 1" = 80'

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

0' 50' 100' 150'

PORTION OF LOT 50 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:
DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: GMR
WO: 16-096/6122

REVISIONS:

EXHIBIT "B"
City Easements

EXHIBIT "B"
PROPERTY

Lot 21 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

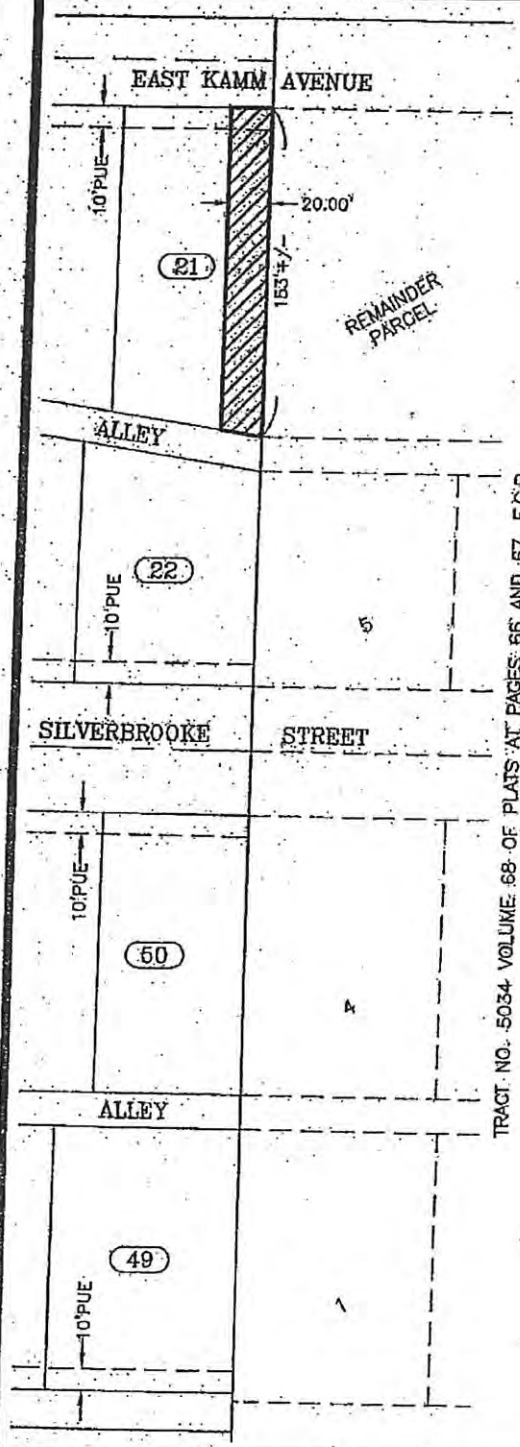
EASEMENT

The East 20.00 feet of Lot 21 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

Containing 3,036 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20



LEGEND

INDICATES COMMON USE AREA.

(XX) INDICATES LOT PER TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS.

PUE INDICATES PUBLIC UTILITY EASEMENT PER TRACT No. 6122.

OWNER: K PROP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

AREA: 3,036 SQUARE FEET, +/-

N

SCALE: 1" = 80'

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

0' 50' 100' 150'

PORTION OF LOT 21 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:
DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: GMR
WO: 16-096/6122

REVISIONS:

PROPERTY

Lot 22 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

EASEMENT

The East 20.00 feet of Lot 22 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

Containing 2,024 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

LEGEND

INDICATES COMMON USE AREA.

(XX) INDICATES LOT PER TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS.

PUE INDICATES PUBLIC UTILITY EASEMENT PER TRACT No. 6122.

OWNER: K PROP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

AREA: 2,024 SQUARE FEET, +/-

N

SCALE: 1" = 80'

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

0' 50' 100' 150'

PORTION OF LOT 22 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:
DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: GMR
WO: 16-096/6122

REVISIONS:

PROPERTY

Lot 49 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

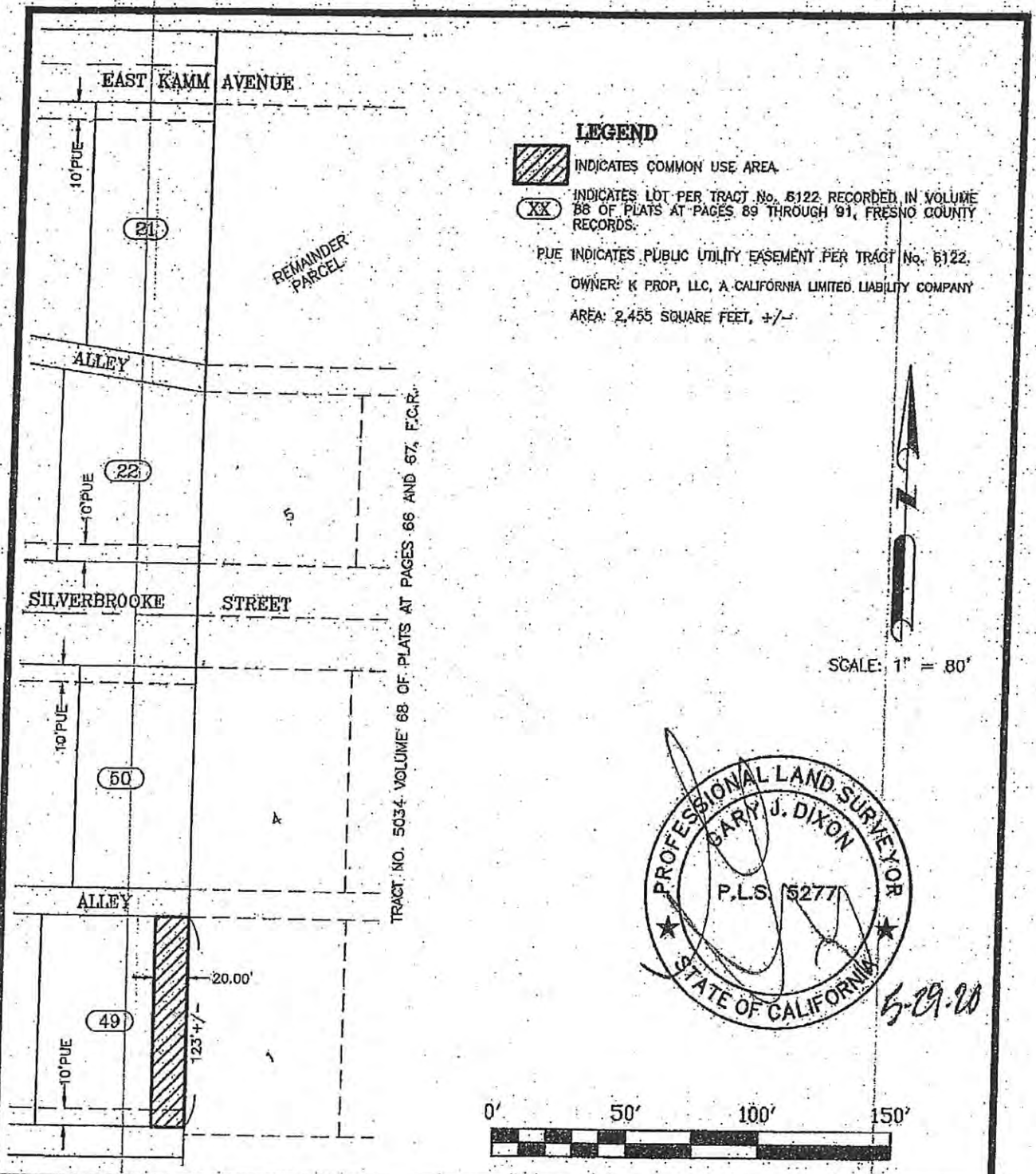
EASEMENT

The East 20.00 feet of Lot 49 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

Containing 2,455 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20



PORTION OF LOT 49 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:

DIXON & ASSOCIATES, INC.

LAND SURVEYING

620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612

PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: GMR
WO: 16-096/6122

REVISIONS:

PROPERTY

Lot 50 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-8-20

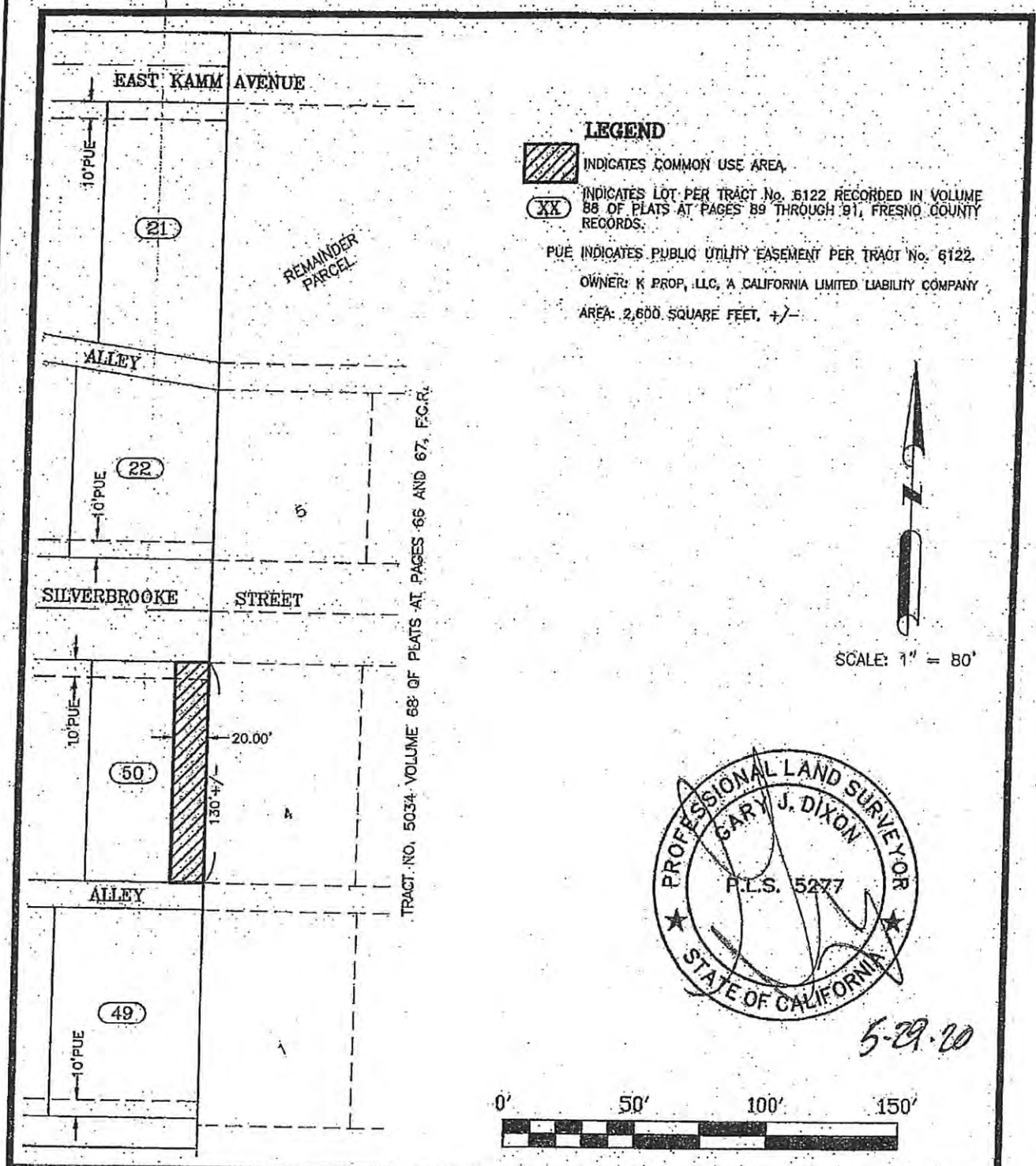
EASEMENT

The East 20.00 feet of Lot 50 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

Containing 2,920 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20



PORTION OF LOT 50 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:
DIXON & ASSOCIATES, INC.
LAND SURVEYING
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CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: GMR
WO: 15-096/6122

REVISIONS:

EXHIBIT "C"
Area of Common Use

EXHIBIT "C"
PROPERTY

Lot 21 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-26

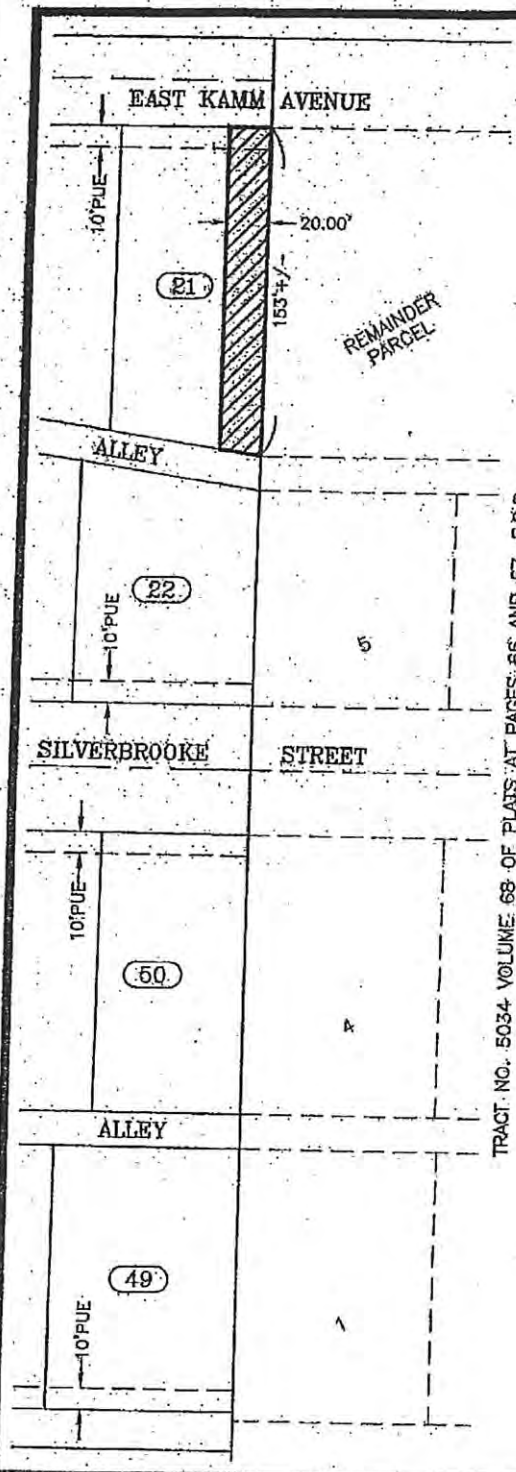
EASEMENT

The East 20.00 feet of Lot 21 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

Containing 3,036 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY L. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20



LEGEND

INDICATES COMMON USE AREA.

(XX) INDICATES LOT PER TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS.

PUE INDICATES PUBLIC UTILITY EASEMENT PER TRACT No. 6122.

OWNER: K PROP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

AREA: 3,036 SQUARE FEET, +/-

N

SCALE: 1" = 50'

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

0' 50' 100' 150'

PORTION OF LOT 21 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:
DIXON & ASSOCIATES, INC.
LAND SURVEYING
620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 50'
DWN BY: GMR
WO: 16-096/6122

REVISIONS:
-
-
-

PAGE NO. 1 OF 1 PAGES

PROPERTY

Lot 22 of Tract No. 6122, in the City of Kingsburg, County of Fresno, State of California, according to the map thereof, recorded in Volume 88 of Plats at Pages 89 through 91, Fresno County Records.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

EASEMENT

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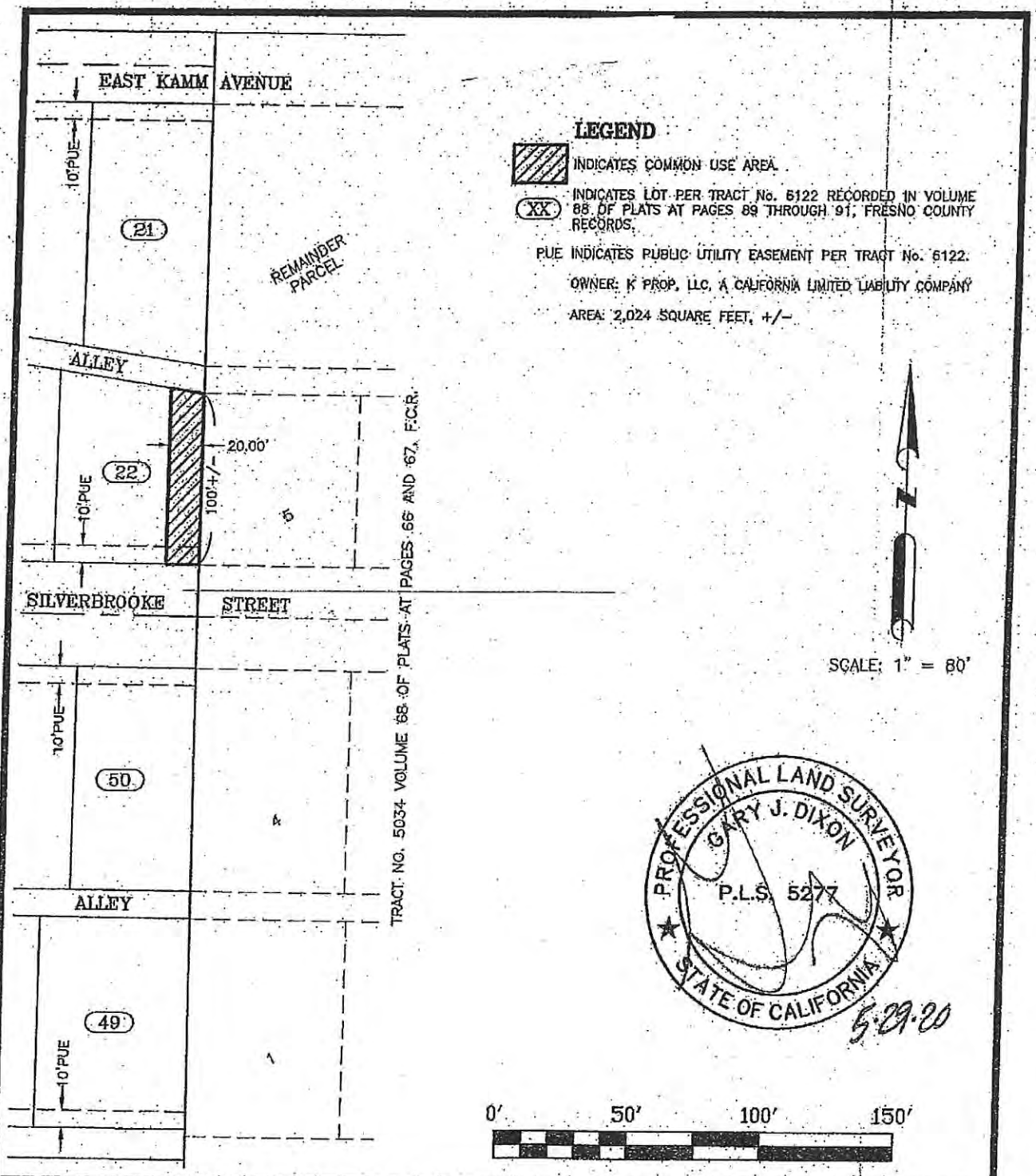
Containing 2,024 square feet, more or less.

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20



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CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: GMR
WO: 16-096/6122

REVISIONS:

PROPERTY

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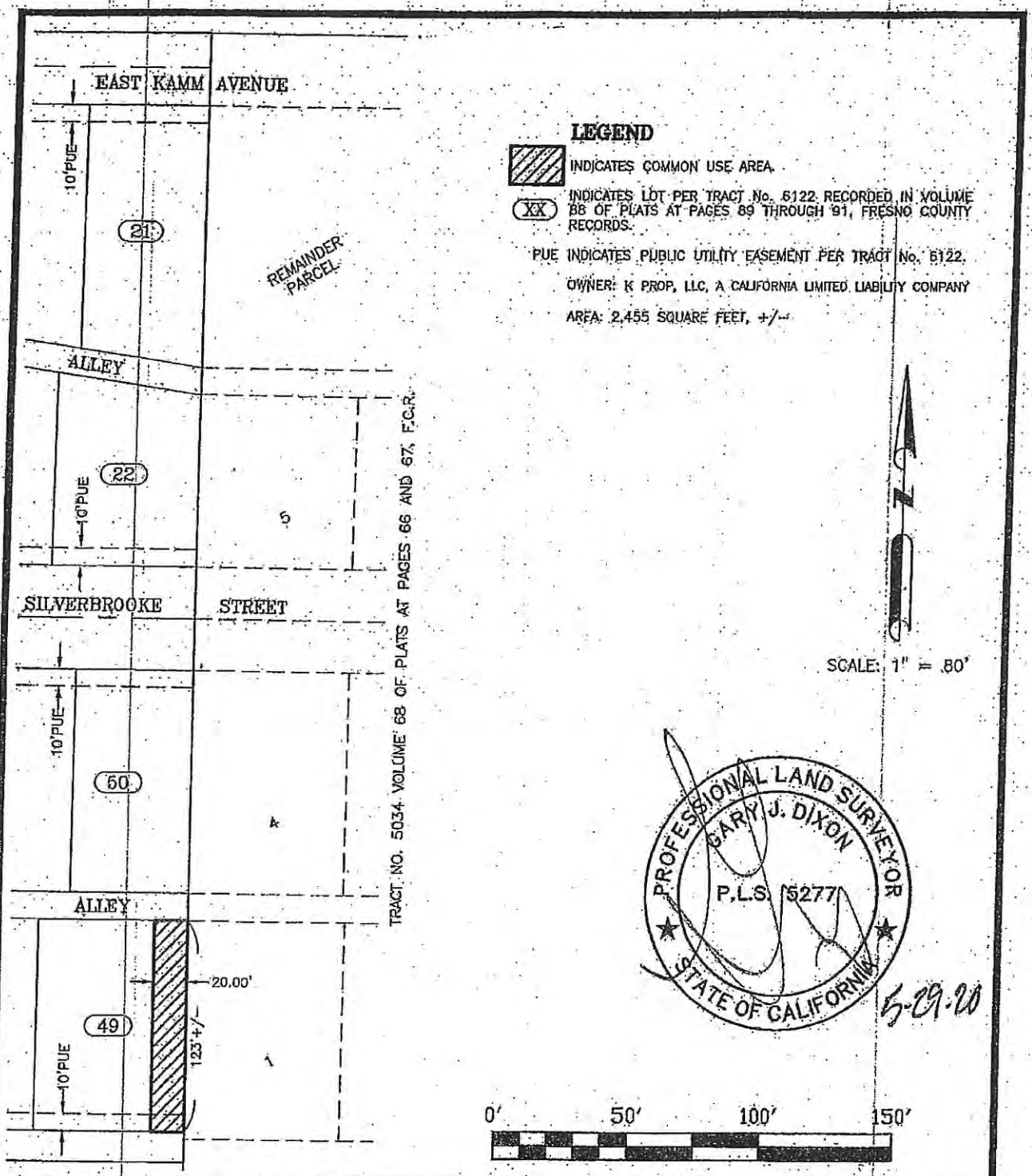

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PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 50'
DWN BY: GMR
WO: 16-096/6122
REVISIONS:

PROPERTY

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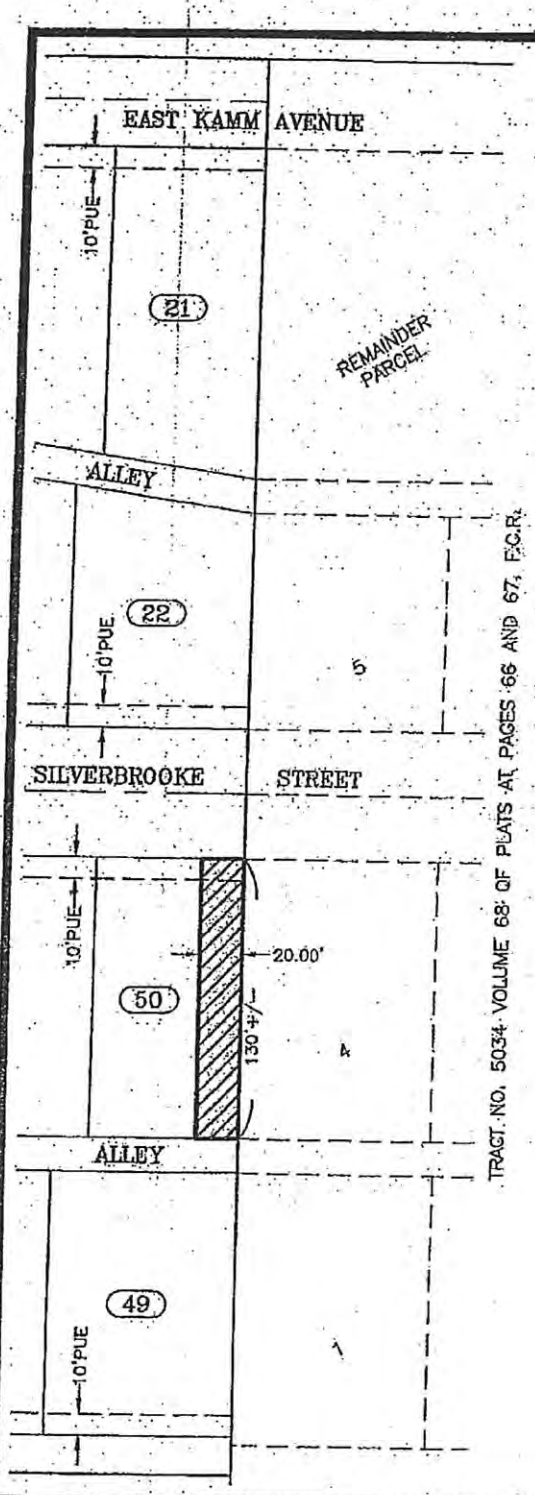

LEGEND

INDICATES COMMON USE AREA

(XX) INDICATES LOT PER TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS.

PUE INDICATES PUBLIC UTILITY EASEMENT PER TRACT No. 6122.

OWNER: K PROP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

AREA: 2,600 SQUARE FEET, +/-

SCALE: 1" = 80'

PROFESSIONAL LAND SURVEYOR
GARY J. DIXON
P.L.S. 5277
STATE OF CALIFORNIA

5-29-20

0' 50' 100' 150'

PORTION OF LOT 50 OF TRACT No. 6122 RECORDED IN VOLUME 88 OF PLATS AT PAGES 89 THROUGH 91, FRESNO COUNTY RECORDS, FOR COMMON USE AREA.

PREPARED BY:
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CLOVIS, CALIFORNIA, 93612
PH: (559)297-4200 FAX: (559)297-4272

DATE: May 28, 2020
SCALE: 1" = 80'
DWN BY: GMR
WO: 16-096/6122

REVISIONS:

Meeting Date:	07/15/2020
Agenda Item:	4.5

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: **Mayor Roman & City Council**

REPORT FROM: **Alexander J. Henderson; ICMA-CM** **REVIEWED BY: AP**

AGENDA ITEM: **Kingsburg Tri-County Health Care District Grant**

ACTION REQUESTED: ___Ordinance ___Resolution __✓_Motion ____Receive/File

EXECUTIVE SUMMARY

The Kingsburg Tri-County Health Care District provides grants to various public and private organizations that provide health related services to the Kingsburg community and surrounding area. Grants are awarded for any purpose allowed by state law, including to provide assistance in the operation of free clinics, health education programs, wellness and prevention programs, rehabilitation, and any other health care groups and organizations, which are necessary for the maintenance of good physical and mental health in the Kingsburg community and surrounding area. Each year in January the Board approves a list of needed health services and programs which grant applicants can focus upon in applying for grant funding. May 1 is the deadline for the District to receive grant applications for the health services and programs identified by the Board or other health services and programs which the applicant desires to have funded.

In April, council approved a list of applications, including:

1. Athwal Park Phase II (Approx. $800,000)
   - Splash Pad or additional recreation area, shade cover over fitness court, skate park (1B and/or phase II).
2. Fire Dept. Requests ($664,601)
   - Community CPR Training (includes AEDs, outreach, instructors, etc.) ($103,550)
   - New Ambulance Purchase ($359,000)
   - Materials to outfit the ambulance (radios, monitors, rescue equipment; $202,051)

Staff has been informed by KTCHCD that all of the fire dept. requests have been fully funded. As such, they have provided the standard agreements for the council to approve.

RECOMMENDED ACTION BY CITY COUNCIL

1. *Staff recommends the council approved three grants agreements as presented.*

POLICY ALTERNATIVE(S)

1. The council could decide not to accept the grant funds.

STRATEGIC INITIATIVE

1. Improve Public Safety

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact?	No
2. Is it Currently Budgeted?	No
3. If Budgeted, Which Line?	N/A

PRIOR ACTION/REVIEW

The City of Kingsburg has partnered with the District on multiple projects over the last several years for the purchase of public safety equipment and public recreation improvements. A few examples include;

Kingsburg Community Services – Crandell Swim Complex Project – 2019	$434,937.00
Kingsburg Community Services – Athwal Park Improvements Phase I – 2019	$600,000.00
Kingsburg Fire Department - Autoload Cots and ECG Monitors – 2018	$126,505.00
Kingsburg Police Department - Patrol Vehicle and Officer First Aid Kits – 2018	$6,007.70
Kingsburg Fire Department – Ambulance Retrofit – 2017	$250,000.00

ATTACHED INFORMATION

1. Proposed Grant Agreements
2. KFD Grant Supplemental Cost Estimates

GRANT AGREEMENT

I. INTRODUCTION

THIS GRANT AGREEMENT ("**Agreement**"), is entered into between the KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT, referred to as "**DISTRICT**," and the CITY OF KINGSBURG, referred to as "**GRANTEE**," with reference to the following:

II. RECITALS

A. WHEREAS, the DISTRICT is a California local health care district organized and existing pursuant to Health and Safety Code §§ 32000 *et seq.*;

B. WHEREAS, the GRANTEE is municipal corporation organized and existing under a voter-approved charter pursuant to Article 11, § 3, of the California Constitution;

C. WHEREAS, the GRANTEE operates a full-time fire department which provides emergency medical and medical transport services throughout the entire geographic area which is within the boundaries of the DISTRICT;

D. WHEREAS, the DISTRICT and GRANTEE desire to and hereby incorporate the requirements, terms and conditions of the DISTRICT's grant policy and grant award into this Agreement;

E. WHEREAS, the DISTRICT's Board of Directors has determined that a grant of DISTRICT funds to GRANTEE for the acquisition and/or upgrading of certain equipment used for GRANTEE's emergency medical and medical transport services program ("**Program**") is necessary for the continuation of adequate emergency health services within the DISTRICT, and has approved a grant to the GRANTEE in the total amount of **three hundred fifty-nine thousand U.S. dollars** (**$359,000.00** USD) for the Program (the "**Grant**" and "**Grant Funds**"); and

F. WHEREAS, the DISTRICT and the GRANTEE intend to now enter into this Agreement in order to provide the terms under which the DISTRICT will fund the GRANTEE's acquisition and/or upgrading of certain equipment used for emergency medical and transport services, which would become available for use by the GRANTEE in rendering emergency medical and transport services to the public, including residents of the DISTRICT.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. PURPOSE:

Grant Funds must be used solely for the acquisition and/or upgrading of that certain equipment used for emergency medical and medical transport services, which is specified within **EXHIBIT A**, and intended for regular use by GRANTEE in the ordinary course of its operations. GRANTEE must utilize and maintain said equipment in a reasonable manner and not intentionally abuse or damage it. Unless said equipment is no longer functioning, is beyond reasonable repair or is beyond its useful life expectancy, said equipment may not be gifted or sold for less than fair market value, unless traded-in, to a vendor/dealer of the same or similar equipment, in connection with the receipt of reasonable credit toward the purchase of new or upgraded replacement equipment. If said equipment is sold, transferred or destroyed within five (5) years or less after Grant Funds were expended on it, GRANTEE shall notify DISTRICT of such fact, in writing, within twenty (20) business days.

The Grant Funds received by GRANTEE must be used by GRANTEE strictly in accordance with the terms of this Agreement, including the grant purpose, project objectives and budget specified in this Agreement, if any. GRANTEE must maintain books and records which segregate and account for the Grant Funds separately. All expenditures made in furtherance of the purpose(s) of the Grant Funds provided under this Agreement must appear on those books and records. GRANTEE must keep invoices, receipts, vouchers and other reliable records to substantiate all expenditures of Grant Funds.

No Grant Funds may in any way be used for the purpose of: (i) any other program or purpose by the GRANTEE or any capital improvements or other capital expenditures for the Program or the GRANTEE, other than those identified in **EXHIBIT A**; (ii) influencing legislative or administrative decisions of any governmental body or for the support of any political campaign; or (iii) any activity or decision which constitutes a violation of any law or regulation applicable to the Program or the GRANTEE.

2. TERM: This Agreement shall become effective as of the date of the final party signature below and shall expire when the equipment specified within **EXHIBIT A** is no longer in use by GRANTEE, unless otherwise terminated as provided in this Agreement.

3. EQUIPMENT TO BE PURCHASED OR UPGRADED: See attached **EXHIBIT A**.

4. PAYMENT OF GRANT FUNDS: Grant Fund payments will be made by the DISTRICT to GRANTEE according to the schedule set forth in attached

EXHIBIT B.

5. LIMIT OF COMMITMENT: Unless otherwise approved by the DISTRICT's Board, this Grant shall be a one-time grant by the DISTRICT, and is non-renewable. Nothing in this Agreement shall preclude GRANTEE from making application to the DISTRICT for any future grant funds which may become available from the DISTRICT. GRANTEE will not be entitled to priority or special consideration by the DISTRICT in connection with future grant applications solely because of the fact that Grant Funds were awarded under this Agreement.

6. RETURN OF UNEXPENDED GRANT FUNDS: The parties agree that ownership of Grant Funds which are not expended within one hundred eighty days (180) after disbursement by the DISTRICT to the GRANTEE shall automatically revert back to the DISTRICT at that point and, while they remain in the custody of GRANTEE, they are held solely in trust by GRANTEE for the sole benefit of the DISTRICT. The parties further agree that said Grant Funds must be returned within twenty (20) business days after the expiration of the aforementioned expenditure deadline.

7. REDUCTION/REIMBURSEMENT OF GRANT FUNDS: The parties agree that the DISTRICT may reduce, suspend or terminate to any degree the payment or amount of the Grant Funds provided hereunder if the DISTRICT determines, in its sole and absolute discretion, that GRANTEE did not use, or is not using, the Grant Funds for the purpose(s) awarded under this Agreement nor satisfying the objectives of the Grant as identified in this Agreement. GRANTEE hereby expressly waives any and all claims against the DISTRICT for damages which may arise from the termination, suspension or reduction of the Grant Funds awarded hereunder by the DISTRICT. GRANTEE further agrees to immediately reimburse all Grant Funds received from DISTRICT if the DISTRICT determines that any such Grant Funds were not utilized by GRANTEE for their intended purpose.

8. OTHER FUNDING SOURCES: If requested by the DISTRICT, the GRANTEE must make information available to DISTRICT, within a reasonable period of time set by DISTRICT, pertaining to other funding sources or collaborators for the GRANTEE Program or services which receive any of the Grant Funds.

9. EVALUATION/OUTCOMES REPORTING:

GRANTEE must cooperate in efforts undertaken by DISTRICT to evaluate GRANTEE's effectiveness and use of the Grant Funds, which in some cases may include GRANTEE's participation in and compliance with on-site evaluation and grant monitoring procedures, including interviews of GRANTEE's staff by the

DISTRICT, usually when Grant Funds are awarded for purposes other than to fund acquisition or upgrading of equipment.

GRANTEE must submit to DISTRICT interim reports and a final report, including narrative information and full financial accounting of the expenditure of all of the Grant Funds, according to the report schedule set forth in this Agreement. All GRANTEE reports shall become the property of DISTRICT. Report forms and guidelines provided by the DISTRICT, if any, must be utilized by GRANTEE, otherwise the GRANTEE's report must, at a minimum, contain the following information (if applicable):

(i) How the Grant Funds were used, with documentation of the expenditure of Grant Funds.

(ii) Pertinent data regarding:

(A) progress in achieving the objectives of the grant; and

(B) attainment of the goals set forth in the timetable for the use of the Grant Funds.

(iii) The status of the Program to which Grant Funds were expended, including:

(A) the financial performance of the Program; and

(B) the availability of public and private funding or other assistance for the long-term viability of the Program; and

(C) the intended use of remaining Grant Funds, if any.

(iv) A signed certification from the fire chief of the GRANTEE or his/her designee, certifying the accuracy of the report and certifying the GRANTEE's compliance, during the reporting period, with the terms of this Agreement.

Any payments scheduled for release subsequent to the due date of a report shall be held by DISTRICT until the report has been submitted and approved. DISTRICT in its discretion may also require an audit of the program or project which utilized Grant Funds, which may include the review of programmatic as well as financial records. The expense of any such discretionary audit undertaken by DISTRICT will be borne by DISTRICT. Any other audit(s) which may be expressly required under this Agreement, if any, shall be at the expense of the GRANTEE.

10. WRITTEN REPORT SCHEDULE: An interim and final reports must be made by GRANTEE to DISTRICT before the scheduled deadlines below. Failure to submit reports when due may be cause for immediate termination of this Agreement and thereupon any portion of the Grant Funds, which have been received by the GRANTEE and have not been expended prior to the corresponding deadline in accordance with the provisions of this Agreement, shall be returned to the DISTRICT upon the DISTRICT's request. Reports must be approved by the governing body of the GRANTEE and must include relevant activity and information, which has not already been reported to the DISTRICT, occurring since the signing of this Agreement or the last interim report, whichever is later. The deadlines for submitting interim and final reports shall be no later than:

Interim Report(s):	Quarterly (Jan. 1; Apr. 1; Jul. 1; and Oct. 1), required until the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article
Final Report:	Thirty (30) business days after the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article.

11. ATTRIBUTION: GRANTEE agrees to comply with the DISTRICT's attribution requirements for the Grant Funds, which is attached hereto as **EXHIBIT C**.

12. GRANT ANNOUNCEMENTS AND PUBLICITY: Any written announcement or other publicity related to the Grant, which is prepared by GRANTEE, shall be first submitted to the Chair of the DISTRICT's governing Board for review and approval and, if prepared by the DISTRICT, shall be first submitted to the City Manager of the GRANTEE for review and approval which shall be deemed to have been issued after five business days if no written response has been provided. Any announcements and publicity must not indicate or otherwise imply in any way that the DISTRICT endorses the GRANTEE or its programs unless expressly approved by the governing body of the DISTRICT.

13. OTHER OBLIGATIONS: In authorizing the execution of this Agreement, the governing body of GRANTEE accepts legal responsibility to ensure that the Grant Funds provided by DISTRICT are allocated solely for the purpose for which the Grant was intended as identified in this Agreement. GRANTEE agrees to become knowledgeable of the requirements of this Agreement and to be

responsible for compliance with its terms. The parties agree that in no event shall DISTRICT be legally responsible or liable for GRANTEE's performance or failure to perform under the terms of this Agreement. GRANTEE agrees that DISTRICT may review, audit and/or inspect each GRANTEE Program which receives Grant Funds under this Agreement, for compliance with the terms of this Agreement.

IV. GENERAL TERMS

14. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that GRANTEE will perform all activities or services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the GRANTEE or any of its agents, employees or officers, as an agent, employee or officer of DISTRICT.

(b) GRANTEE agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of DISTRICT.

(c) Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of GRANTEE to assure compliance with this Agreement.

15. COMPLIANCE WITH LAW: GRANTEE shall undertake all activity required hereunder in accordance with all applicable federal, state and local laws, regulations and directives including, without limitation and as applicable, the Health Insurance Portability and Accountability Act ("**HIPAA**") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the "**HIPAA regulations**"). With respect to GRANTEE's employees, GRANTEE shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance and discrimination in employment.

16. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be deemed to be performed in the City of Kingsburg, California.

17. RECORDS AND AUDIT: GRANTEE shall maintain complete and accurate records with respect to the activities, services rendered, if any, and the costs incurred under this Agreement. In addition, GRANTEE shall maintain complete and accurate records with respect to each and all payments to employees, contractors and vendors made with any Grant Funds. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be

clearly identified, and shall be kept readily accessible. Upon request, GRANTEE shall make such records available within the City of Kingsburg, California to DISTRICT's auditor and to the same's agents and representatives, for the purpose of auditing and/or copying such records, for a period of no less than five (5) years from the date of final payment under this Agreement. GRANTEE shall comply with all applicable laws and, if GRANTEE is a local public entity, shall comply with the most recent edition of the Local Government Records Management Guidelines of the California Secretary of State as applicable.

18. CONFLICT OF INTEREST:

(a) GRANTEE agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code §§ 1090 et seq., and the Political Reform Act, Government Code §§ 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including GRANTEE for this purpose, from making any decision on behalf of DISTRICT in which such officer, employee or consultant/GRANTEE has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/GRANTEE participates in or influences any DISTRICT decision which has the potential to confer any pecuniary benefit on GRANTEE or any business firm in which GRANTEE has an interest, with certain narrow exceptions.

(b) GRANTEE agrees that if any facts come to its attention which raise any questions as to the applicability of conflict-of-interest laws, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

19. INSURANCE: Prior to approval of this Agreement by DISTRICT, GRANTEE shall file with the Secretary of the DISTRICT evidence of the required insurance as set forth in **EXHIBIT D** attached.

20. INDEMNIFICATION: GRANTEE shall hold harmless, defend and indemnify DISTRICT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising in any way from, or in connection with, the performance by GRANTEE or its agents, officers and employees under this Agreement, GRANTEE's use of any equipment funded in whole or in part under this Agreement and/or for GRANTEE's receipt and/or use of Grant Funds from DISTRICT. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

21. TERMINATION:

(a) Without Cause: DISTRICT will have the right to terminate this Agreement without cause by giving ten (10) business days of prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. Such termination shall only operate prospectively. Grant Funds must not be used to pay, reimburse or otherwise satisfy any expense(s) incurred by the GRANTEE after the GRANTEE's receipt of a notice of termination under this Agreement.

(b) With Cause: This Agreement may be terminated by DISTRICT should the GRANTEE:

(1) be adjudged a bankrupt;

(2) become insolvent or have a receiver appointed;

(3) make a general assignment for the benefit of creditors;

(4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement;

(5) materially breach this Agreement;

(6) material misrepresentation, either by GRANTEE or anyone acting on GRANTEE's behalf, as to any matter related in any way to DISTRICT's decision to provide Grant Funds to GRANTEE; or

(7) other misconduct or circumstances which, in the sole discretion of the DISTRICT, either impairs the ability of GRANTEE to competently perform the activities and/or services (if any) funded under this Agreement, or exposes the DISTRICT to an unreasonable risk of liability.

Sanctions undertaken will be the possible rejection of future proposals based upon specific causes of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where GRANTEE's funding hereunder has been terminated by the DISTRICT, said

termination will not affect any rights of the DISTRICT to recover damages against the GRANTEE.

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

22. SUBJECT TO FUNDING: If funding for this Agreement is derived from any State or federal grant or funds, or property tax revenues, the DISTRICT reserves the right to reduce the level of funding hereunder to match reduced levels of state, federal or property funding to DISTRICT, or at the DISTRICT's option, DISTRICT may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

23. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

Board Chairman
KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT
1425 Marion Street
Kingsburg, California 93631
559-897-5841
559-897-8645 fax

With A Copy To:

Moses Diaz, Esq., District General Counsel
CENTRAL VALLEY LEGAL SERVICES
A Professional Corporation
121 East Main Street, Suite 202
Visalia, California 93291
559-900-3500
559-900-3555 fax

GRANTEE:

CITY OF KINGSBURG
Alex Henderson, City Manager
1401 Draper Street
Kingsburg, California 93631
Telephone: (559) 897-5821
Fax: (559) 897-5568

With a Copy To:

KAHN, SOARES & CONWAY, LLP
Attention: Michael J. Noland, Esq.,
Grantee Counsel
219 N. Douty Street
Hanford, California 93230
Telephone: (559) 584-3337
Fax: (559) 584-3348

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

24. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of GRANTEE and GRANTEE's employees and no part of this Agreement may be assigned or subcontracted by GRANTEE without the prior written consent of DISTRICT.

25. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

26. CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

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

28. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity, other than a party hereto, with any enforceable legal or equitable benefit, right or remedy.

29. WAIVERS: The failure of DISTRICT to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by DISTRICT of either performance or return of grant funds in lieu thereof shall not be considered to be a waiver of any preceding breach of the Agreement by the other GRANTEE.

30. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

31. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter,

only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the party whose material benefit(s) is adversely affected. In all other cases the remainder of the Agreement shall continue in full force and effect.

32. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between the parties hereto as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

33. ASSURANCES OF NON-DISCRIMINATION: GRANTEE shall not discriminate in employment or in the provision of its services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

34. ATTORNEYS' FEES: If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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[SIGNATURES ON NEXT PAGE]

GRANTEE:

APPROVED AS TO FORM:

_____ _____

Michelle Roman, Mayor (date) City Attorney or Deputy (date)

ATTEST:

_____

Abigail Palsgaard, City Clerk (date)

DISTRICT:

APPROVED AS TO FORM:

_____ _____

Arlie Rogers, Board Chairman (date) Moses Diaz, General Counsel (date)

ATTEST:

_____

Shereme Watson, (date)
Deputy Board Secretary

EXHIBIT A
EQUIPMENT TO BE GRANT FUNDED

The GRANTEE shall either purchase or otherwise acquire the following equipment to be used, for emergency medical and medical transport services:

	EQUIPMENT (include make, model, etc.)	Acquisition or Upgrade	**COST** Not to Exceed
1.	Ambulance chasis/box	FY2020-21	$260,000.00
2.	Radios -Two hard-mounted Med Fire (each $4,000) -Two hard-mounted Dual Band (each $6500)	FY2020-21	 $8,000.00 $13,000.00
3.	Cellular modem	FY2020-21	$2,000.00
4.	Powerload Gurney	FY2020-21	$45,000.00
5.	Gurney service plans (three @ $7,000 each)	FY2020-21	$21,000.00
6.	Decals/Striping	FY2020-21	$3,500.00
7.	iPad/tablet Patient Care Reporting	FY2020-21	$2,000.00
8.	MDT	FY2020-21	$4,500.00

//

EXHIBIT B
SCHEDULE OF PAYMENTS

In accordance with the terms of this Agreement, the DISTRICT shall disburse the following payment(s) to the GRANTEE:

	DATE	PURPOSE	AMOUNT
1	Within 30 days after grant agreement is fully signed.	Lump sum payment for items specified within **EXHIBIT A**. Alternatively, during the term of this Agreement, GRANTEE may elect to pay for said items and then subsequently request reimbursement, in writing, within 180 days after paying for said items.	Up to $359,000.00
2	---	--- --- --- --- --- --- --- --- --- --- --- --- --- --- --- ---	---

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EXHIBIT C
GRANT ATTRIBUTION REQUIREMENTS

1. Attribution Wording
Attribution for DISTRICT-funded programs or equipment shall be as follows:
"Made possible by funding from Kingsburg Tri-County Health Care District" or "Funded by Kingsburg Tri-County Health Care District".

2. Written References to Particular DISTRICT-Funded Equipment
All written informational materials (excluding ordinary letters, emails, text messages and other similar correspondence), whether in hardcopy or in electronic format, such as brochures, workbooks, posters, videos, curricula, webpages or PowerPoint presentations, which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of $4,999 must include the attribution wording.

3. Promotional Materials
District attribution must also be included on promotional items such as posters, flyers, banners and other types of signage which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of $4,999.

4. Media Materials and Activities
Attribution to the District shall be included in any written informational materials distributed to the media for the purpose of publicizing a District-funded program or any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of $4,999. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District's program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

5. Logo Usage
Use of the DISTRICT's logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by DISTRICT upon initial grant funding and at GRANTEE's request thereafter. Graphic standards for logos shall be adhered to as provided by DISTRICT. Requests for logo should be directed to the administration office of the DISTRICT.

6. Photograph Consent

GRANTEE must permit photography of DISTRICT-funded programs or equipment to be taken by any DISTRICT-designated photographer at DISTRICT's expense, and consents to usage of such photographs on DISTRICT's website and other materials designed to inform and educate the public about the DISTRICT.

EXHIBIT D

This Grant is solely for the acquisition of certain equipment equipment/goods and is not intended to fund any services whatsoever. Accordingly, the GRANTEE shall not have any insurance requirements under this Agreement.

GRANT AGREEMENT

I. INTRODUCTION

THIS GRANT AGREEMENT ("**Agreement**"), is entered into between the KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT, referred to as "**DISTRICT**," and the **CITY OF KINGSBURG**, referred to as "**GRANTEE**," with reference to the following:

II. RECITALS

A. WHEREAS, the DISTRICT is a California local health care district organized and existing pursuant to Health and Safety Code §§ 32000 *et seq.*;

B. WHEREAS, the GRANTEE is municipal corporation organized and existing under a voter-approved charter pursuant to Article 11, § 3, of the California Constitution;

C. WHEREAS, the GRANTEE operates a full-time fire department which provides emergency medical services and training and desires to implement a portion of its health and wellness program within the DISTRICT;

D. WHEREAS, the DISTRICT and GRANTEE desire to and hereby incorporate the requirements, terms and conditions of the DISTRICT's grant policy and grant award into this Agreement;

E. WHEREAS, the DISTRICT's Board of Directors has determined that a grant of DISTRICT funds to GRANTEE for both the acquisition of certain equipment used for GRANTEE's emergency medical services program and a CPR training program (collectively "**Program**"), is necessary for the continuation of adequate emergency medical services and training within the DISTRICT, and has approved a grant to the GRANTEE in the total amount of **one hundred three thousand five hundred fifty U.S. dollars** (**$103,550.00** USD) for the Program (the "**Grant**" and "**Grant Funds**"); and

F. WHEREAS, the DISTRICT and the GRANTEE intend to now enter into this Agreement in order to provide the terms under which the DISTRICT will fund the GRANTEE's Program, which would make available emergency medical equipment and periodic CPR training to the public, including residents of the DISTRICT.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. PURPOSE:

Grant Funds must be used solely for those Program expenditures which are specified within **EXHIBIT A**. If the grant was awarded for equipment, then the GRANTEE must utilize and maintain said equipment in a reasonable manner and not intentionally abuse or damage it. Unless said equipment is no longer functioning, is beyond reasonable repair or is beyond its useful life expectancy, said equipment may not be gifted or sold for less than fair market value, unless traded-in, to a vendor/dealer of the same or similar equipment, in connection with the receipt of reasonable credit toward the purchase of new or upgraded replacement equipment. If said equipment is sold, transferred or destroyed within five (5) years or less after Grant Funds were expended on it, GRANTEE shall notify DISTRICT of such fact, in writing, within twenty (20) business days.

The Grant Funds received by GRANTEE must be used by GRANTEE strictly in accordance with the terms of this Agreement, including the grant purpose, project objectives and budget specified in this Agreement, if any. GRANTEE must maintain books and records which segregate and account for the Grant Funds separately. All expenditures made in furtherance of the purpose(s) of the Grant Funds provided under this Agreement must appear on those books and records. GRANTEE must keep invoices, receipts, vouchers and other reliable records to substantiate all expenditures of Grant Funds.

No Grant Funds may in any way be used for the purpose of: (i) any other program or purpose by the GRANTEE or any capital improvements or other capital expenditures for the Program or the GRANTEE, other than those identified in **EXHIBIT A**; (ii) influencing legislative or administrative decisions of any governmental body or for the support of any political campaign; or (iii) any activity or decision which constitutes a violation of any law or regulation applicable to the Program or the GRANTEE.

2. TERM: This Agreement shall become effective as of the date of the final party signature below and shall expire on **June 30, 2021**, unless otherwise terminated as provided in this Agreement.

3. SCOPE OF GRANT SERVICES, PROGRAM OR EQUIPMENT FUNDED: See attached **EXHIBIT A**.

4. PAYMENT OF GRANT FUNDS: Grant Fund payments will be made by the DISTRICT to GRANTEE according to the schedule set forth in attached **EXHIBIT B**.

5. LIMIT OF COMMITMENT: Unless otherwise approved by the DISTRICT's Board, this Grant shall be a one-time grant by the DISTRICT, and is non-

renewable. Nothing in this Agreement shall preclude GRANTEE from making application to the DISTRICT for any future grant funds which may become available from the DISTRICT. GRANTEE will not be entitled to priority or special consideration by the DISTRICT in connection with future grant applications solely because of the fact that Grant Funds were awarded under this Agreement.

6. RETURN OF UNEXPENDED GRANT FUNDS: The parties agree that ownership of Grant Funds which are not expended within one hundred eighty days (180) after disbursement by the DISTRICT to the GRANTEE shall automatically revert back to the DISTRICT at that point and, while they remain in the custody of GRANTEE, they are held solely in trust by GRANTEE for the sole benefit of the DISTRICT. The parties further agree that said Grant Funds must be returned within twenty (20) business days after the expiration of the aforementioned expenditure deadline.

7. REDUCTION/REIMBURSEMENT OF GRANT FUNDS: The parties agree that the DISTRICT may reduce, suspend or terminate to any degree the payment or amount of the Grant Funds provided hereunder if the DISTRICT determines, in its sole and absolute discretion, that GRANTEE did not use, or is not using, the Grant Funds for the purpose(s) awarded hereunder nor satisfying the objectives of the Grant. GRANTEE hereby expressly waives any and all claims against the DISTRICT for damages which may arise from the termination, suspension or reduction of the Grant Funds awarded hereunder by the DISTRICT. GRANTEE further agrees to immediately reimburse all Grant Funds received from DISTRICT if the DISTRICT determines that any such Grant Funds were not utilized by GRANTEE for their intended purpose.

8. OTHER FUNDING SOURCES: If requested by the DISTRICT, the GRANTEE must make information available to DISTRICT, within a reasonable period of time set by DISTRICT, pertaining to other funding sources or collaborators for the GRANTEE Program or services which receive any of the Grant Funds.

9. EVALUATION/OUTCOMES REPORTING:

GRANTEE must cooperate in efforts undertaken by DISTRICT to evaluate GRANTEE's effectiveness and use of the Grant Funds, which in some cases may include GRANTEE's participation in and compliance with on-site evaluation and grant monitoring procedures, including interviews of GRANTEE's staff by the DISTRICT, usually when Grant Funds are awarded for purposes other than to fund acquisition or upgrading of equipment.

GRANTEE must submit to DISTRICT interim reports and a final report, including narrative information and full financial accounting of the expenditure of

all of the Grant Funds, according to the report schedule set forth in this Agreement. All GRANTEE reports shall become the property of DISTRICT. Report forms and guidelines provided by the DISTRICT, if any, must be utilized by GRANTEE, otherwise the GRANTEE's report must, at a minimum, contain the following information (if applicable):

(i) How the Grant Funds were used, with documentation of the expenditure of Grant Funds.

(ii) Pertinent data regarding:

(A) progress in achieving the objectives of the grant; and

(B) attainment of the goals set forth in the timetable for the use of the Grant Funds.

(iii) The status of the Program to which Grant Funds were expended, including:

(A) the financial performance of the Program; and

(B) the availability of public and private funding or other assistance for the long-term viability of the Program; and

(C) the intended use of remaining Grant Funds, if any.

(iv) A signed certification from the chief administrator or chief operations officer of the GRANTEE, certifying the accuracy of the report and certifying the GRANTEE's compliance, during the reporting period, with the terms of this Agreement.

Any payments scheduled for release subsequent to the due date of a report shall be held by DISTRICT until the report has been submitted and approved. DISTRICT in its discretion may also require an audit of the program or project which utilized Grant Funds, which may include the review of programmatic as well as financial records. The expense of any such discretionary audit undertaken by DISTRICT will be borne by DISTRICT. Any other audit(s) which may be expressly required under this Agreement, if any, shall be at the expense of the GRANTEE.

10. WRITTEN REPORT SCHEDULE: An interim and final reports must be made by GRANTEE to DISTRICT before the scheduled deadlines below. Failure to submit reports when due may be cause for immediate termination of this

Agreement and thereupon any portion of the Grant Funds, which have been received by the GRANTEE and have not been expended prior to the corresponding deadline in accordance with the provisions of this Agreement, shall be returned to the DISTRICT upon the DISTRICT's request. Reports must be approved by the governing body of the GRANTEE and must include relevant activity and information, which has not already been reported to the DISTRICT, occurring since the signing of this Agreement or the last interim report, whichever is later. The deadlines for submitting interim and final reports shall be no later than:

Interim Report(s):	Quarterly (Jan. 1; Apr. 1; Jul. 1; and Oct. 1), required until the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article
Final Report:	Thirty (30) business days after the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article.

11. ATTRIBUTION: GRANTEE agrees to comply with the DISTRICT's attribution requirements for the Grant Funds, which is attached hereto as **EXHIBIT C**.

12. GRANT ANNOUNCEMENTS AND PUBLICITY: Any written announcement or other publicity related to the Grant, which is prepared by GRANTEE, shall be first submitted to the Chair of the DISTRICT's governing Board for review and approval and, if prepared by the DISTRICT, shall be first submitted to the chief administrator or chief operations officer of the GRANTEE for review and approval which shall be deemed to have been issued after five business days if no written response has been provided. Any announcements and publicity must not indicate or otherwise imply in any way that the DISTRICT endorses the GRANTEE or its programs unless expressly approved by the governing body of the DISTRICT.

13. OTHER OBLIGATIONS: In authorizing the execution of this Agreement, the governing body of GRANTEE accepts legal responsibility to ensure that the Grant Funds provided by DISTRICT are allocated solely for the purpose for which the Grant was intended. GRANTEE agrees to become knowledgeable of the requirements of this Agreement and to be responsible for compliance with its terms. The parties agree that in no event shall DISTRICT be legally responsible or liable for GRANTEE's performance or failure to perform under the terms of this Agreement. GRANTEE agrees that DISTRICT may review, audit and/or inspect

each GRANTEE Program which receives Grant Funds under this Agreement, for compliance with the terms of this Agreement.

IV. GENERAL TERMS

14. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that GRANTEE will perform all activities or services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the GRANTEE or any of its agents, employees or officers, as an agent, employee or officer of DISTRICT.

(b) GRANTEE agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of DISTRICT.

(c) Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of GRANTEE to assure compliance with this Agreement.

15. COMPLIANCE WITH LAW: GRANTEE shall undertake all activity required hereunder in accordance with all applicable federal, state and local laws, regulations and directives including, without limitation and as applicable, the Health Insurance Portability and Accountability Act ("**HIPAA**") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the "**HIPAA regulations**"). With respect to GRANTEE's employees, GRANTEE shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance and discrimination in employment. GRANTEE confirms to DISTRICT that the GRANTEE has fully complied with all applicable federal, state and local laws, regulations, rules and directives related to DISTRICT'S award of the Grant Funds to GRANTEE for use in the Program.

16. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be deemed to be performed in the City of Kingsburg, California.

17. RECORDS AND AUDIT: GRANTEE shall maintain complete and accurate records with respect to the activities, services rendered, if any, and the costs incurred under this Agreement. In addition, GRANTEE shall maintain complete and accurate records with respect to each and all payments to employees, contractors and vendors made with any Grant Funds. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be

clearly identified, and shall be kept readily accessible. Upon request, GRANTEE shall make such records available within the City of Kingsburg, California to DISTRICT's auditor and to the same's agents and representatives, for the purpose of auditing and/or copying such records, for a period of no less than five (5) years from the date of final payment under this Agreement. GRANTEE shall comply with all applicable laws and, if GRANTEE is a local public entity, shall comply with the most recent edition of the Local Government Records Management Guidelines of the California Secretary of State as applicable.

18. CONFLICT OF INTEREST:

(a) GRANTEE agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code §§ 1090 et seq., and the Political Reform Act, Government Code §§ 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including GRANTEE for this purpose, from making any decision on behalf of DISTRICT in which such officer, employee or consultant/GRANTEE has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/GRANTEE participates in or influences any DISTRICT decision which has the potential to confer any pecuniary benefit on GRANTEE or any business firm in which GRANTEE has an interest, with certain narrow exceptions.

(b) GRANTEE agrees that if any facts come to its attention which raise any questions as to the applicability of conflict-of-interest laws, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

19. INSURANCE: Prior to approval of this Agreement by DISTRICT, GRANTEE shall file with the Secretary of the DISTRICT evidence of the required insurance as set forth in **EXHIBIT D** attached.

20. INDEMNIFICATION: GRANTEE shall hold harmless, defend and indemnify DISTRICT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising in any way from, or in connection with, the performance by GRANTEE or its agents, officers and employees under this Agreement, GRANTEE's use of any equipment funded in whole or in part under this Agreement and/or for GRANTEE's receipt and/or use of Grant Funds from DISTRICT. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

21. TERMINATION:

(a) Without Cause: DISTRICT will have the right to terminate this Agreement without cause by giving ten (10) business days of prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. Such termination shall only operate prospectively. Grant Funds must not be used to pay, reimburse or otherwise satisfy any expense(s) incurred by the GRANTEE after the GRANTEE's receipt of a notice of termination under this Agreement.

(b) With Cause: This Agreement may be terminated by DISTRICT should the GRANTEE:

(1) be adjudged a bankrupt;

(2) become insolvent or have a receiver appointed;

(3) make a general assignment for the benefit of creditors;

(4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement;

(5) materially breach this Agreement;

(6) material misrepresentation, either by GRANTEE or anyone acting on GRANTEE's behalf, as to any matter related in any way to DISTRICT's decision to provide Grant Funds to GRANTEE, or

(7) other misconduct or circumstances which, in the discretion of the DISTRICT, either impairs the ability of GRANTEE to competently perform the activities and/or services (if any) funded under this Agreement, or expose the DISTRICT to an unreasonable risk of liability; or

(8) Non-Government Entities: Upon any change of ownership of the GRANTEE which has not been approved by the DISTRICT, provided that such approval shall not be unreasonably withheld so long as the surviving entity agrees to satisfy the obligations of the GRANTEE under this Agreement. A "change of ownership" shall include any merger by the GRANTEE with any other person or entity, any acquisition of all or substantially all of the assets or operations of the GRANTEE or any conversion or other change in the corporate status of the GRANTEE.

Sanctions undertaken will be the possible rejection of future proposals based upon specific causes of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where GRANTEE's funding hereunder has been terminated by the DISTRICT, said termination will not affect any rights of the DISTRICT to recover damages against the GRANTEE.

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

22. SUBJECT TO FUNDING: If funding for this Agreement is derived from any State or federal grant or funds, or property tax revenues, the DISTRICT reserves the right to reduce the level of funding hereunder to match reduced levels of state, federal or property funding to DISTRICT, or at the DISTRICT's option, DISTRICT may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

23. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

Board Chairman
KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT
1425 Marion Street
Kingsburg, California 93631
559-897-5841
559-897-8645 fax

With A Copy To:

Moses Diaz, Esq., District General Counsel
CENTRAL VALLEY LEGAL SERVICES
A Professional Corporation
121 East Main Street, Suite 202
Visalia, California 93291
559-900-3500
559-900-3555 fax

GRANTEE:

With a Copy To:

CITY OF KINGSBURG	**KAHN, SOARES & CONWAY, LLP**
Alex Henderson, City Manager	**Attention:** Michael J. Noland, Esq.
1401 Draper Street	219 North Douty Street
Kingsburg, California 93631	Hanford, California 93230
559-897-5821	559-584-3337
559-897-5568 fax	559-584-3348 fax

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

24. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of GRANTEE and GRANTEE's employees and no part of this Agreement may be assigned or subcontracted by GRANTEE without the prior written consent of DISTRICT.

25. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

26. CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

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

28. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity, other than a party hereto, with any enforceable legal or equitable benefit, right or remedy.

29. WAIVERS: The failure of DISTRICT to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by DISTRICT of either performance or return of grant funds in lieu thereof shall not be considered to be a waiver of any preceding breach of the Agreement by the other GRANTEE.

30. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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32. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between the parties hereto as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

33. ASSURANCES OF NON-DISCRIMINATION: GRANTEE shall not discriminate in employment or in the provision of its services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

34. ATTORNEYS' FEES: If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.
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[SIGNATURES ON NEXT PAGE]

GRANTEE:

APPROVED AS TO FORM:

_____ _____

Michelle Roman, Mayor (date) City Attorney or Deputy (date)

ATTEST:

_____

Abigail Palsgaard, City Clerk (date)

DISTRICT:

APPROVED AS TO FORM:

_____ _____

Arlie Rogers, Board Chairman (date) Moses Diaz, General Counsel (date)

ATTEST:

_____

Shereme Watson, (date)
Deputy Board Secretary

EXHIBIT A

HEALTH SERVICE, PROGRAM OR
EQUIPMENT TO BE GRANT FUNDED

The GRANTEE shall furnish the following services or program, and/or if the grant is for equipment, then GRANTEE shall purchase and install the following equipment to be used, for health services or programs:

	HEALTH SERVICE, PROGRAM AND EQUIPMENT (include make, model, etc.)	DATE	**COST** Not to Exceed
1.	Ten public access AEDs ($2,200 each)	FY2020-21	$22,000.00
2.	Four AED trainers ($1,250 each)	FY2020-21	$5,000.00
3.	Update manikins ($667 each)	FY2020-21	$8,000.00
4.	Outreach materials for public education	FY2020-21	$4,500.00
5.	Hardware/software	FY2020-21	$2,000.00
6.	Two training personnel (16 total hours per month for 12 months) for two 4-hour courses per month.	FY2020-21	$7,000.00
7.	Initial set-up/startup $40,000 fee for Pulse Point Software, plus $3,000 annual vendor fee for five (5) years.	FY2020-21	$55,000.00

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EXHIBIT B
SCHEDULE OF PAYMENTS

In accordance with the terms of this Agreement, the DISTRICT shall disburse the following payment(s) to the GRANTEE:

	DATE	PURPOSE	AMOUNT
1	Within 30 days after grant agreement is fully signed.	Lump sum payment for qualifying items specified within **EXHIBIT A**. Alternatively, during the term of this Agreement, GRANTEE may elect to pay for said items and then subsequently request reimbursement, in writing, within 180 days after paying for said items.	Up to $103,550.00
2	---	--- --- --- --- --- --- --- --- --- --- --- --- --- --- --- ---	---

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EXHIBIT C

GRANT ATTRIBUTION REQUIREMENTS

1. Attribution Wording

Attribution for DISTRICT-funded programs or equipment shall be as follows: "Made possible by funding from Kingsburg Tri-County Health Care District" or "Funded by Kingsburg Tri-County Health Care District".

2. Written References to Particular DISTRICT-Funded Equipment

All written informational materials (excluding ordinary letters, emails, text messages and other similar correspondence), whether in hardcopy or in electronic format, such as brochures, workbooks, posters, videos, curricula, webpages or PowerPoint presentations, which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of $4,999 must include the attribution wording.

3. Promotional Materials

District attribution must also be included on promotional items such as posters, flyers, banners and other types of signage which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of $4,999.

4. Media Materials and Activities

Attribution to the District shall be included in any written informational materials distributed to the media for the purpose of publicizing a District-funded program or any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of $4,999. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District's program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

5. Logo Usage

Use of the DISTRICT's logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by DISTRICT upon initial grant funding and at GRANTEE's request thereafter. Graphic standards for logos shall be adhered to as provided by DISTRICT. Requests for logo should be directed to the administration office of the DISTRICT.

6. Photograph Consent

GRANTEE must permit photography of DISTRICT-funded programs or equipment to be taken by any DISTRICT-designated photographer at DISTRICT's expense, and consents to usage of such photographs on DISTRICT's website and other materials designed to inform and educate the public about the DISTRICT.

EXHIBIT D
INSURANCE REQUIREMENTS

GRANTEE must provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise in any way from, or in connection with, performance of the Agreement by the GRANTEE, its agents, representatives, employees or subcontractors, if applicable, including without limitation each use of the grant funding provided under the Agreement.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of one million dollars ($1,000,000) combined single limit per occurrence. If the annual aggregate applies it must be no less than two million dollars ($2,000,000).

2. Comprehensive Automobile Liability Insurance (if applicable) of $1,000,000 per occurrence.

3. Workers' Compensation and Employer's Liability Insurance as required by law.

4. Professional Errors and Omissions Insurance of $1,000,000 (unless expressly waived by DISTRICT's chief executive officer).

5. Work and Materials Insurance (if applicable).

a. For up to twenty-five thousand dollars ($25,000) for any loss on contracts for remodeling, renovation, alterations or maintenance of existing buildings.

b. For 100% of the contract value for all bridge construction and new construction up to two hundred thousand dollars ($250,000). See chief executive officer for construction over $250,000.

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must satisfy the following requirements:

a. Name the DISTRICT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.

b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by DISTRICT shall be excess.

c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:

a. Waiver of Subrogation: "[GRANTEE] waives all rights against the DISTRICT and its agents, officers, and employees for recovery of damages to the extent such damages are covered by the workers' compensation and employer's liability insurance."

C. Deductibles and Self-Insured Retentions

The DISTRICT's chief executive officer must approve in writing any deductible or self-insured retention that exceeds one hundred thousand dollars ($100,000).

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the DISTRICT or its chief executive officer or designee.

E. Verification of Coverage

Prior to the DISTRICT's approval of the agreement for this Program, the GRANTEE shall file with DISTRICT's Secretary, certificates of insurance with original endorsements effecting coverage in a form acceptable to the DISTRICT. The DISTRICT reserves the right to require certified copies of all required insurance policies at any time.

GRANT AGREEMENT

I. INTRODUCTION

THIS GRANT AGREEMENT ("**Agreement**"), is entered into between the KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT, referred to as "**DISTRICT**," and the CITY OF KINGSBURG, referred to as "**GRANTEE**," with reference to the following:

II. RECITALS

A. WHEREAS, the DISTRICT is a California local health care district organized and existing pursuant to Health and Safety Code §§ 32000 *et seq.*;

B. WHEREAS, the GRANTEE is municipal corporation organized and existing under a voter-approved charter pursuant to Article 11, § 3, of the California Constitution;

C. WHEREAS, the GRANTEE operates a full-time fire department which provides emergency medical services, rescue services and first-aid training, and desires to implement a portion of its health and wellness program for the entire geographic area which is within the boundaries of the DISTRICT;

D. WHEREAS, the DISTRICT and GRANTEE desire to and hereby incorporate the requirements, terms and conditions of the DISTRICT's grant policy and grant award into this Agreement;

E. WHEREAS, the DISTRICT's Board of Directors has determined that a grant of DISTRICT funds to GRANTEE for the acquisition of certain equipment used for GRANTEE's emergency medical services and rescue program ("**Program**"), is necessary for the continuation of adequate emergency medical and rescue services within the DISTRICT, and has approved a grant to the GRANTEE in the total amount of **two hundred two thousand fifty-one U.S. dollars** (**$202,051.00** USD) for the Program (the "**Grant**" and "**Grant Funds**"); and

F. WHEREAS, the DISTRICT and the GRANTEE intend to now enter into this Agreement in order to provide the terms under which the DISTRICT will fund the GRANTEE's Program, which would result in the GRANTEE's acquisition of state-of-the-art emergency medical and rescue equipment for the benefit of the residents of the DISTRICT.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. PURPOSE:

Grant Funds must be used solely for those Program expenditures which are specified within **EXHIBIT A**. If the grant was awarded for equipment, then the GRANTEE must utilize and maintain said equipment in a reasonable manner and not intentionally abuse or damage it. Unless said equipment is no longer functioning, is beyond reasonable repair or is beyond its useful life expectancy, said equipment may not be gifted or sold for less than fair market value, unless traded-in, to a vendor/dealer of the same or similar equipment, in connection with the receipt of reasonable credit toward the purchase of new or upgraded replacement equipment. If said equipment is sold, transferred or destroyed within five (5) years or less after Grant Funds were expended on it, GRANTEE shall notify DISTRICT of such fact, in writing, within twenty (20) business days.

The Grant Funds received by GRANTEE must be used by GRANTEE strictly in accordance with the terms of this Agreement, including the grant purpose, project objectives and budget specified in this Agreement, if any. GRANTEE must maintain books and records which segregate and account for the Grant Funds separately. All expenditures made in furtherance of the purpose(s) of the Grant Funds provided under this Agreement must appear on those books and records. GRANTEE must keep invoices, receipts, vouchers and other reliable records to substantiate all expenditures of Grant Funds.

No Grant Funds may in any way be used for the purpose of: (i) any other program or purpose by the GRANTEE or any capital improvements or other capital expenditures for the Program or the GRANTEE, other than those identified in **EXHIBIT A**; (ii) influencing legislative or administrative decisions of any governmental body or for the support of any political campaign; or (iii) any activity or decision which constitutes a violation of any law or regulation applicable to the Program or the GRANTEE.

2. TERM: This Agreement shall become effective as of the date of the final party signature below and shall expire on **June 30, 2021**, unless otherwise terminated as provided in this Agreement.

3. SCOPE OF GRANT SERVICES, PROGRAM OR EQUIPMENT FUNDED: See attached **EXHIBIT A**.

4. PAYMENT OF GRANT FUNDS: Grant Fund payments will be made by the DISTRICT to GRANTEE according to the schedule set forth in attached **EXHIBIT B**.

5. LIMIT OF COMMITMENT: Unless otherwise approved by the DISTRICT's

Board, this Grant shall be a one-time grant by the DISTRICT, and is non-renewable. Nothing in this Agreement shall preclude GRANTEE from making application to the DISTRICT for any future grant funds which may become available from the DISTRICT. GRANTEE will not be entitled to priority or special consideration by the DISTRICT in connection with future grant applications solely because of the fact that Grant Funds were awarded under this Agreement.

6. RETURN OF UNEXPENDED GRANT FUNDS: The parties agree that ownership of Grant Funds which are not expended within one hundred eighty days (180) after disbursement by the DISTRICT to the GRANTEE shall automatically revert back to the DISTRICT at that point and, while they remain in the custody of GRANTEE, they are held solely in trust by GRANTEE for the sole benefit of the DISTRICT. The parties further agree that said Grant Funds must be returned within twenty (20) business days after the expiration of the aforementioned expenditure deadline.

7. REDUCTION/REIMBURSEMENT OF GRANT FUNDS: The parties agree that the DISTRICT may reduce, suspend or terminate to any degree the payment or amount of the Grant Funds provided hereunder if the DISTRICT determines, in its sole and absolute discretion, that GRANTEE did not use, or is not using, the Grant Funds for the purpose(s) awarded hereunder nor satisfying the objectives of the Grant. GRANTEE hereby expressly waives any and all claims against the DISTRICT for damages which may arise from the termination, suspension or reduction of the Grant Funds awarded hereunder by the DISTRICT. GRANTEE further agrees to immediately reimburse all Grant Funds received from DISTRICT if the DISTRICT determines that any such Grant Funds were not utilized by GRANTEE for their intended purpose.

8. OTHER FUNDING SOURCES: If requested by the DISTRICT, the GRANTEE must make information available to DISTRICT, within a reasonable period of time set by DISTRICT, pertaining to other funding sources or collaborators for the GRANTEE Program or services which receive any of the Grant Funds.

9. EVALUATION/OUTCOMES REPORTING:

GRANTEE must cooperate in efforts undertaken by DISTRICT to evaluate GRANTEE's effectiveness and use of the Grant Funds, which in some cases may include GRANTEE's participation in and compliance with on-site evaluation and grant monitoring procedures, including interviews of GRANTEE's staff by the DISTRICT, usually when Grant Funds are awarded for purposes other than to fund acquisition or upgrading of equipment.

GRANTEE must submit to DISTRICT interim reports and a final report,

including narrative information and full financial accounting of the expenditure of all of the Grant Funds, according to the report schedule set forth in this Agreement. All GRANTEE reports shall become the property of DISTRICT. Report forms and guidelines provided by the DISTRICT, if any, must be utilized by GRANTEE, otherwise the GRANTEE's report must, at a minimum, contain the following information (if applicable):

(i) How the Grant Funds were used, with documentation of the expenditure of Grant Funds.

(ii) Pertinent data regarding:

(A) progress in achieving the objectives of the grant; and

(B) attainment of the goals set forth in the timetable for the use of the Grant Funds.

(iii) The status of the Program to which Grant Funds were expended, including:

(A) the financial performance of the Program; and

(B) the availability of public and private funding or other assistance for the long-term viability of the Program; and

(C) the intended use of remaining Grant Funds, if any.

(iv) A signed certification from the chief administrator or chief operations officer of the GRANTEE, certifying the accuracy of the report and certifying the GRANTEE's compliance, during the reporting period, with the terms of this Agreement.

Any payments scheduled for release subsequent to the due date of a report shall be held by DISTRICT until the report has been submitted and approved. DISTRICT in its discretion may also require an audit of the program or project which utilized Grant Funds, which may include the review of programmatic as well as financial records. The expense of any such discretionary audit undertaken by DISTRICT will be borne by DISTRICT. Any other audit(s) which may be expressly required under this Agreement, if any, shall be at the expense of the GRANTEE.

10. WRITTEN REPORT SCHEDULE: An interim and final reports must be made by GRANTEE to DISTRICT before the scheduled deadlines below. Failure

to submit reports when due may be cause for immediate termination of this Agreement and thereupon any portion of the Grant Funds, which have been received by the GRANTEE and have not been expended prior to the corresponding deadline in accordance with the provisions of this Agreement, shall be returned to the DISTRICT upon the DISTRICT's request. Reports must be approved by the governing body of the GRANTEE and must include relevant activity and information, which has not already been reported to the DISTRICT, occurring since the signing of this Agreement or the last interim report, whichever is later. The deadlines for submitting interim and final reports shall be no later than:

Interim Report(s):	Quarterly (Jan. 1; Apr. 1; Jul. 1; and Oct. 1), required until the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article
Final Report:	Thirty (30) business days after the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article.

11. ATTRIBUTION: GRANTEE agrees to comply with the DISTRICT's attribution requirements for the Grant Funds, which is attached hereto as **EXHIBIT C**.

12. GRANT ANNOUNCEMENTS AND PUBLICITY: Any written announcement or other publicity related to the Grant, which is prepared by GRANTEE, shall be first submitted to the Chair of the DISTRICT's governing Board for review and approval and, if prepared by the DISTRICT, shall be first submitted to the chief administrator or chief operations officer of the GRANTEE for review and approval which shall be deemed to have been issued after five business days if no written response has been provided. Any announcements and publicity must not indicate or otherwise imply in any way that the DISTRICT endorses the GRANTEE or its programs unless expressly approved by the governing body of the DISTRICT.

13. OTHER OBLIGATIONS: In authorizing the execution of this Agreement, the governing body of GRANTEE accepts legal responsibility to ensure that the Grant Funds provided by DISTRICT are allocated solely for the purpose for which the Grant was intended. GRANTEE agrees to become knowledgeable of the requirements of this Agreement and to be responsible for compliance with its terms. The parties agree that in no event shall DISTRICT be legally responsible or liable for GRANTEE's performance or failure to perform under the terms of this

Agreement. GRANTEE agrees that DISTRICT may review, audit and/or inspect each GRANTEE Program which receives Grant Funds under this Agreement, for compliance with the terms of this Agreement.

IV. GENERAL TERMS

14. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that GRANTEE will perform all activities or services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the GRANTEE or any of its agents, employees or officers, as an agent, employee or officer of DISTRICT.

(b) GRANTEE agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of DISTRICT.

(c) Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of GRANTEE to assure compliance with this Agreement.

15. COMPLIANCE WITH LAW: GRANTEE shall undertake all activity required hereunder in accordance with all applicable federal, state and local laws, regulations and directives including, without limitation and as applicable, the Health Insurance Portability and Accountability Act ("**HIPAA**") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the "**HIPAA regulations**"). With respect to GRANTEE's employees, GRANTEE shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance and discrimination in employment. GRANTEE confirms to DISTRICT that the GRANTEE has fully complied with all applicable federal, state and local laws, regulations, rules and directives related to DISTRICT'S award of the Grant Funds to GRANTEE for use in the Program.

16. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be deemed to be performed in the City of Kingsburg, California.

17. RECORDS AND AUDIT: GRANTEE shall maintain complete and accurate records with respect to the activities, services rendered, if any, and the costs incurred under this Agreement. In addition, GRANTEE shall maintain complete and accurate records with respect to each and all payments to employees, contractors and vendors made with any Grant Funds. All such records shall be

prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, GRANTEE shall make such records available within the City of Kingsburg, California to DISTRICT's auditor and to the same's agents and representatives, for the purpose of auditing and/or copying such records, for a period of no less than five (5) years from the date of final payment under this Agreement. GRANTEE shall comply with all applicable laws and, if GRANTEE is a local public entity, shall comply with the most recent edition of the Local Government Records Management Guidelines of the California Secretary of State as applicable.

18. CONFLICT OF INTEREST:

(a) GRANTEE agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code §§ 1090 et seq., and the Political Reform Act, Government Code §§ 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including GRANTEE for this purpose, from making any decision on behalf of DISTRICT in which such officer, employee or consultant/GRANTEE has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/GRANTEE participates in or influences any DISTRICT decision which has the potential to confer any pecuniary benefit on GRANTEE or any business firm in which GRANTEE has an interest, with certain narrow exceptions.

(b) GRANTEE agrees that if any facts come to its attention which raise any questions as to the applicability of conflict-of-interest laws, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

19. INSURANCE: Prior to approval of this Agreement by DISTRICT, GRANTEE shall file with the Secretary of the DISTRICT evidence of the required insurance as set forth in **EXHIBIT D** attached.

20. INDEMNIFICATION: GRANTEE shall hold harmless, defend and indemnify DISTRICT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising in any way from, or in connection with, the performance by GRANTEE or its agents, officers and employees under this Agreement, GRANTEE's use of any equipment funded in whole or in part under this Agreement and/or for GRANTEE's receipt and/or use of Grant Funds from DISTRICT. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this

Agreement or any extension of this Agreement.

21. TERMINATION:

(a) Without Cause: DISTRICT will have the right to terminate this Agreement without cause by giving ten (10) business days of prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. Such termination shall only operate prospectively. Grant Funds must not be used to pay, reimburse or otherwise satisfy any expense(s) incurred by the GRANTEE after the GRANTEE's receipt of a notice of termination under this Agreement.

(b) With Cause: This Agreement may be terminated by DISTRICT should the GRANTEE:

(1) be adjudged a bankrupt;

(2) become insolvent or have a receiver appointed;

(3) make a general assignment for the benefit of creditors;

(4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement;

(5) materially breach this Agreement;

(6) material misrepresentation, either by GRANTEE or anyone acting on GRANTEE's behalf, as to any matter related in any way to DISTRICT's decision to provide Grant Funds to GRANTEE, or

(7) other misconduct or circumstances which, in the discretion of the DISTRICT, either impairs the ability of GRANTEE to competently perform the activities and/or services (if any) funded under this Agreement, or expose the DISTRICT to an unreasonable risk of liability; or

(8) Non-Government Entities: Upon any change of ownership of the GRANTEE which has not been approved by the DISTRICT, provided that such approval shall not be unreasonably withheld so long as the surviving entity agrees to satisfy the obligations of the GRANTEE under this Agreement. A "change of ownership" shall include any merger by the GRANTEE with any other person or entity, any acquisition of all or substantially all of the assets or

operations of the GRANTEE or any conversion or other change in the corporate status of the GRANTEE.

Sanctions undertaken will be the possible rejection of future proposals based upon specific causes of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where GRANTEE's funding hereunder has been terminated by the DISTRICT, said termination will not affect any rights of the DISTRICT to recover damages against the GRANTEE.

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

22. SUBJECT TO FUNDING: If funding for this Agreement is derived from any State or federal grant or funds, or property tax revenues, the DISTRICT reserves the right to reduce the level of funding hereunder to match reduced levels of state, federal or property funding to DISTRICT, or at the DISTRICT's option, DISTRICT may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

23. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

DISTRICT:

Board Chairman
KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT
1425 Marion Street
Kingsburg, California 93631
559-897-5841
559-897-8645 fax

With A Copy To:

Moses Diaz, Esq., District General Counsel
CENTRAL VALLEY LEGAL SERVICES
A Professional Corporation
121 East Main Street, Suite 202
Visalia, California 93291
559-900-3500
559-900-3555 fax

GRANTEE:	With a Copy To:
CITY OF KINGSBURG	**KAHN, SOARES & CONWAY, LLP**
Alex Henderson, City Manager	**Attention:** Michael J. Noland, Esq.
1401 Draper Street	219 North Douty Street
Kingsburg, California 93631	Hanford, California 93230
559-897-5821	559-584-3337
559-897-5568 fax	559-584-3348 fax

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

24. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of GRANTEE and GRANTEE's employees and no part of this Agreement may be assigned or subcontracted by GRANTEE without the prior written consent of DISTRICT.

25. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

26. CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

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

28. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity, other than a party hereto, with any enforceable legal or equitable benefit, right or remedy.

29. WAIVERS: The failure of DISTRICT to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by DISTRICT of either performance or return of grant funds in lieu thereof shall not be

considered to be a waiver of any preceding breach of the Agreement by the other GRANTEE.

30. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

31. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the party whose material benefit(s) is adversely affected. In all other cases the remainder of the Agreement shall continue in full force and effect.

32. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between the parties hereto as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

33. ASSURANCES OF NON-DISCRIMINATION: GRANTEE shall not discriminate in employment or in the provision of its services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

34. ATTORNEYS' FEES: If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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[SIGNATURES ON NEXT PAGE]

GRANTEE:

APPROVED AS TO FORM:

_____ _____

Michelle Roman, Mayor (date) City Attorney or Deputy (date)

ATTEST:

_____

Abigail Palsgaard, City Clerk (date)

DISTRICT:

APPROVED AS TO FORM:

_____ _____

Arlie Rogers, Board Chairman (date) Moses Diaz, General Counsel (date)

ATTEST:

_____

Shereme Watson, (date)
Deputy Board Secretary

EXHIBIT A

HEALTH SERVICE, PROGRAM OR
EQUIPMENT TO BE GRANT FUNDED

The GRANTEE shall furnish the following services or program, and/or if the grant is for equipment, then GRANTEE shall purchase and install the following equipment to be used, for health services or programs:

	HEALTH SERVICE, PROGRAM AND EQUIPMENT (include make, model, etc.)	DATE	**COST** Not to Exceed
1.	See all individually listed items and their corresponding cost, as specified within **ATTACHMENT 2** (four pages) to this Agreement, which is fully incorporated into this **EXHIBIT A** as if fully set forth herein verbatim.	FY2020-21	(Total) $202,051.00
2.	--- --- --- --- --- --- --- --- --- --- --- --- ---	---	---

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EXHIBIT B
SCHEDULE OF PAYMENTS

In accordance with the terms of this Agreement, the DISTRICT shall disburse the following payment(s) to the GRANTEE:

	DATE	PURPOSE	AMOUNT
1	Within 30 days after grant agreement is fully signed.	Lump sum payment for qualifying items specified within **EXHIBIT A**. Alternatively, during the term of this Agreement, GRANTEE may elect to pay for said items and then subsequently request reimbursement, in writing, within 180 days after paying for said items.	Up to $202,051.00
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EXHIBIT C
GRANT ATTRIBUTION REQUIREMENTS

1. Attribution Wording
Attribution for DISTRICT-funded programs or equipment shall be as follows:
"Made possible by funding from Kingsburg Tri-County Health Care District" or "Funded by Kingsburg Tri-County Health Care District".

2. Written References to Particular DISTRICT-Funded Equipment
All written informational materials (excluding ordinary letters, emails, text messages and other similar correspondence), whether in hardcopy or in electronic format, such as brochures, workbooks, posters, videos, curricula, webpages or PowerPoint presentations, which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of $4,999 must include the attribution wording.

3. Promotional Materials
District attribution must also be included on promotional items such as posters, flyers, banners and other types of signage which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of $4,999.

4. Media Materials and Activities
Attribution to the District shall be included in any written informational materials distributed to the media for the purpose of publicizing a District-funded program or any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of $4,999. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District's program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

5. Logo Usage
Use of the DISTRICT's logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by DISTRICT upon initial grant funding and at GRANTEE's request thereafter. Graphic standards for logos shall be adhered to as provided by DISTRICT. Requests for logo should be directed to the administration office of the DISTRICT.

6. Photograph Consent

GRANTEE must permit photography of DISTRICT-funded programs or equipment to be taken by any DISTRICT-designated photographer at DISTRICT's expense, and consents to usage of such photographs on DISTRICT's website and other materials designed to inform and educate the public about the DISTRICT.

EXHIBIT D
INSURANCE REQUIREMENTS

GRANTEE must provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise in any way from, or in connection with, performance of the Agreement by the GRANTEE, its agents, representatives, employees or subcontractors, if applicable, including without limitation each use of the grant funding provided under the Agreement.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of one million dollars ($1,000,000) combined single limit per occurrence. If the annual aggregate applies it must be no less than two million dollars ($2,000,000).

2. Comprehensive Automobile Liability Insurance (if applicable) of $1,000,000 per occurrence.

3. Workers' Compensation and Employer's Liability Insurance as required by law.

4. Professional Errors and Omissions Insurance of $1,000,000 (unless expressly waived by DISTRICT's chief executive officer).

5. Work and Materials Insurance (if applicable).

a. For up to twenty-five thousand dollars ($25,000) for any loss on contracts for remodeling, renovation, alterations or maintenance of existing buildings.

b. For 100% of the contract value for all bridge construction and new construction up to two hundred thousand dollars ($250,000). See chief executive officer for construction over $250,000.

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must satisfy the following requirements:

a. Name the DISTRICT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.

b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by DISTRICT shall be excess.

c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:

a. Waiver of Subrogation: "[GRANTEE] waives all rights against the DISTRICT and its agents, officers, and employees for recovery of damages to the extent such damages are covered by the workers' compensation and employer's liability insurance."

C. Deductibles and Self-Insured Retentions

The DISTRICT's chief executive officer must approve in writing any deductible or self-insured retention that exceeds one hundred thousand dollars ($100,000).

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the DISTRICT or its chief executive officer or designee.

E. Verification of Coverage

Prior to the DISTRICT's approval of the agreement for this Program, the GRANTEE shall file with DISTRICT's Secretary, certificates of insurance with original endorsements effecting coverage in a form acceptable to the DISTRICT. The DISTRICT reserves the right to require certified copies of all required insurance policies at any time.

ATTACHMENT 2

2. **Project Cost:**

$202,051.00

REPLACEMENT AMBULANCE EQUIP			
Proposed Items	Quantity	Cost	Total
Portable radios:	3	1600	4800
Chargers	3	150	450
Shoulder straps	3	150	450
SCBA:	2	10000	20000
Masks	3	400	1200
Mask Bag	3	120	360
Bottles	4	1500	6000
PPE:			
SwiftWater:			
Helmets	2	250	500
Knives	2	100	200
Water Booties	2 pair	100	200
Dry Suit	2	1500	3000
Carlson Board	1	3500	3500
PFD / Vests	2	300	600
Con space:			
Helmets With Light	2	360	720
Elbow/ Knee pads	2 pair	150	300
Structure:			
Helmets	2	250	500
Jackets	2	1500	3000
Pants	2	1500	3000
Gloves	2 pair	150	300
Boots	2 pair	350	700
WLFF:			
Helmets	2	150	300
Jackets	2	200	400
Pants	2	200	400
Boots	2	300	600
Gloves	2 pair	75	150
WLFF packs	2	400	800

ATTACHMENT 2

WLFF:			
Fire Shelter	2	500	1000
Search Team Equipment:			
TSS Paks LINE Medic	2	600	1200
Soft Gear :			
Rescue-			
Ropes	4	400	1600
webbing	12	25	300
Harnesses	2	800	1600
Water Throw Bags	4	125	500
Medical:			
Bags-			
Airway	1	450	450
Medical	1	450	450
PEDS	1	450	450
PET CPR	1	150	150
Hard Gear:			
Rescue-			
Gathering Plates	8	200	1600
Pulleys -doubles/ singles	24	120	3000
MPD s	4	800	3200
Con Space Ram Fan	1	1250	1250
Air Tubing Con Space	50ft	100	100
Carrabiners	50	40	2000
Flashlights	3	200	600
PIG tool	2	200	400
Fire Axe	1	100	100
Haligan	1	150	150
Shovels	2	100	200
McLeods	2	125	250
Bolt cutters	1	100	100
Fire extinguisher	1	200	200
SKED	1	1000	1000
Thermal Imaging Camera	1	9000	9000
Light-weight aluminum Stokes		1100	1100

ATTACHMENT 2

Rescue-			
Stokes Wheel- REM		1100	1100
Air Monitors:			
Carbon Monoxide	6	273	3874
5 Gas	6	1648	14279
Area Monitor	1	15000	15000
Tempest Fan	1	4380	4380
Tempest Fan batteries	2	300	600
Medical:			
Rad 57 Monitors	2	6000	12000
Back Boards	3	150	450
Traction Splints	2	500	1000
Flat	2	500	1000
Scoop	1	300	300
Auto Extrication:			
Battery Operated set			
Cutters	1	10163	10163
Spreaders	1	9300	9300
Ram	1	7300	7300
Sawzall	1	350	350
Door Jamb Base	1	300	300
Battery Charging Station	1	350	350
Rescue 42	1	2000	2000
Cribbing	1set	250	250
Step Chocks	1set	800	800
Lock- out Kit	1	200	200
Carry-All	1	150	150
Portable light / Generator	1	1500	1500
Glass Master	1	200	200
Door Jamb Base	1	500	500
Safety:			
Cones	5	35	175
Electronic flares	5	100	500
ICS Vests	1 set	250	250
Ballistic helmets	4	250	1000
Ballistic Vests	4	500	2000
Coolers	2	250	500
Hi-VIS Jackets	2	350	700

ATTACHMENT 2

Medicines:			
Rx	1 set	1000	1000
Controlled	1 set	2500	2500
Durable medical equipment:			
Airway Adjuncts-	1 set	500	500
Laryngoscopes and Blades	1 set	3500	3500
ET Tubes	1 set	1200	1200
Secondary airways	1 set	1200	1200
IV therapy adjuncts:	1 set	4000	4000
			190751
CPR Machine	1	12000	12000
			202051
			$202051

General cost sheet:

Community CPR Program

Proposed Items	Quantity	Cost	Total
Public access AEDs :	10	$ 2,200	$ 22,000
AED trainers:	4	$ 1,250	$ 5,000
Update Manikins:	12	$ 667	$ 8,000
Outreach:			
Materials/ pamphlets/ Signs/ Banners / Tables / Advertising			$ 4,500
Tools and equipment:			
Hardware/ Software			$ 2,000
Laptop/ Tablet= laptop to host licenses for training tablet to track students at remote locations		$ 2,500	
licenses for CPR instructors and computer licenses for software		$ 2,000	
Personnel:			
(2) personnel $36.00 hr. for 8 hrs month- two 4 hr . courses per month for 12 months			$ 7,000
Pulse point software			
$40,000 initial cost with $3,000 ea year for 5 years			$ 55,000

Total $ 103,550

General cost sheet:	NEW AMBULANCE COST		
Proposed Items	Quantity	Cost	Total
Chassis / Box	1	$ 260,000	$ 260,000
Radios			
Hard Mount Med Fire	2	$ 4,000	$ 8,000
Hard Mount Dual Band	2	$ 6,500	$ 13,000
Cellular modem	1		$ 2,000
Powerload Gurney	1	$ 45,000	$ 45,000
Gurney service Plans	3 gurney	$ 7,000	$ 21,000
Decals/ Striping		$ 3,500	$ 3,500
Ipad- Pt Care reporting	1	$ 2,000	$ 2,000
MDT	1	$ 4,500	$ 4,500
			$ 359,000
			Total : $359,000

General cost sheet:	EQUIPMENT FOR AMBULANCE				
Proposed Items	Quantity	Cost		Total	
Portable radios:		3	$ 1,600	$	4,800
Chargers		3	$ 150	$	450
Shoulder straps		3	$ 150	$	450
SCBA:		2	$ 10,000	$	20,000
Masks		3	$ 400	$	1,200
Mask Bag		3	$ 120	$	360
Bottles		4	$ 1,500	$	6,000
PPE:					
SwiftWater:					
Helmets		2	$ 250	$	500
Knives		2	$ 100	$	200
Water Booties	2 pair		$ 100	$	200
Dry Suit		2	$ 1,500	$	3,000
Carlson Board		1	$ 3,500	$	3,500
PFD / Vests		2	$ 300	$	600
Con space:					
Helmets With Light		2	$ 360	$	720
Elbow/ Knee pads	2 pair		$ 150	$	300
Structure:					
Helmets		2	$ 250	$	500
Jackets		2	$ 1,500	$	3,000
Pants		2	$ 1,500	$	3,000
Gloves	2 pair		$ 150	$	300
Boots	2 pair		$ 350	$	700
WLFF:					
Helmets		2	$ 150	$	300
Jackets		2	$ 200	$	400
Pants		2	$ 200	$	400
Boots		2	$ 300	$	600
Gloves	2 pair		$ 75	$	150
WLFF packs		2	Mystery Ranch 400	$	800
Fire Shelter		2	$ 500	$	1,000
Search Team Equipment:					
TSS Paks LINE Medic		2	Mystery Ranch 600	$	1,200
Soft Gear :					
Rescue-					
Ropes		4	$ 400	$	1,600
webbing		12	$ 25	$	300
Harnesses		2	$ 800	$	1,600

General cost sheet:	EQUIPMENT FOR AMBULANCE					
Proposed Items	Quantity		Cost		Total	
Water Throw Bags		4	$	125	$	500
Medical:						
Bags-						
Airway		1	$	450	$	450
Medical		1	$	450	$	450
PEDS		1	$	450	$	450
PET CPR		1	$	150	$	150
Hard Gear:						
Rescue-						
Gathering Plates		8	$	200	$	1,600
Pulleys -doubles/ singles		24	$	120	$	3,000
MPD s		4	$	800	$	3,200
Con Space Ram Fan	Air Systems Intrinsically Safe	1	$	1,250	$	1,250
Air Tubing Con Space	50ft		$	100	$	100
Carrabiners		50	$	40	$	2,000
Flashlights		3	$	200	$	600
PIG tool		2	$	200	$	400
Fire Axe		1	$	100	$	100
Haligan		1	$	150	$	150
Shovels		2	$	100	$	200
McLeods		2	$	125	$	250
Bolt cutters		1	$	100	$	100
Fire extinguisher		1	$	200	$	200
SKED		1	$	1,000	$	1,000
Thermal Imaging Camera		1	$	9,000	$	9,000
Light-weight aluminum Stokes	break- away titanium		$	1,100	$	1,100
Stokes Wheel- REM	hand brake equipped		$	1,100	$	1,100
Air Monitors:						
Carbon Monoxide		6	$	273	$	3,874
5 Gas		6	$	1,648	$	14,279
Area Monitor		1	$	15,000	$	15,000
Tempest Fan		1	$	4,380	$	4,380
Tempest Fan batteries		2	$	300	$	600
Medical:						
Rad 57 Monitors		2	$	6,000	$	12,000
Back Boards		3	$	150	$	450
Traction Splints		2	$	500	$	1,000
Flat		2	$	500	$	1,000
Scoop		1	$	300	$	300

General cost sheet:	EQUIPMENT FOR AMBULANCE				
Proposed Items	Quantity	Cost		Total	
Auto Extrication:					
Battery Operated set					
Cutters		1	$ 10,163	$	10,163
Spreaders		1	$ 9,300	$	9,300
Ram		1	$ 7,300	$	7,300
Sawzall		1	$ 350	$	350
Door Jamb Base		1	$ 300	$	300
Battery Charging Station		1	$ 350	$	350
Rescue 42		1	$ 2,000	$	2,000
Cribbing	1set		$ 250	$	250
Step Chocks	1set		$ 800	$	800
Lock- out Kit		1	$ 200	$	200
Carry-All		1	$ 150	$	150
Portable light / Generator		1	$ 1,500	$	1,500
Glass Master					
Door Jamb Base					
Safety:					
Cones		5	$ 35	$	175
Electronic flares		5	$ 100	$	500
ICS Vests	1 set		$ 250	$	250
Ballistic helmets		4	$ 250	$	1,000
Ballistic Vests		4	$ 500	$	2,000
Coolers		2	$ 250	$	500
Hi-VIS Jackets		2	$ 350	$	700
Medicines:					
Rx	1 set		$ 1,000	$	1,000
Controlled	1 set		$ 2,500	$	2,500
Durable medical equipment:					
Airway Adjuncts-	1 set		$ 500	$	500
Laryngoscopes and Blades	1 set		$ 3,500	$	3,500
ET Tubes	1 set		$ 1,200	$	1,200
Secondary airways	1 set		$ 1,200	$	1,200
IV therapy adjuncts:	1 set		$ 4,000	$	4,000
				$	190,051
CPR Machine		1	$ 12,000	$	12,000
			TOTAL		$202,051

Meeting Date: 07/15/2020
Agenda Item: 4.6

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: **Mayor Roman & City Council**

REPORT FROM: **Jolene Polyack, Economic Development Coordinator** **REVIEWED BY: AH**

AGENDA ITEM: **Contract with Yiftee for eGift Card Program Implementation**

ACTION REQUESTED: ___Ordinance ___Resolution __✓__Motion ____Receive/File

EXECUTIVE SUMMARY

Due to the economic impacts of COVID-19, the Economic Development Committee has researched gift card options as a way to help local businesses increase their sales volume most rapidly. Three companies were interviewed. The Committee selected Yiftee as the most suitable company to implement and manage an eGift Card Program on our behalf. There is no cost to the City for the program. eGift card purchasers are charged a fee when ordering the card. The primary responsibility from the City, Chamber and possibly the Business Improvement District would be to promote the program to residents and set-up businesses to accept eGift Cards.

RECOMMENDED ACTION BY CITY COUNCIL

1. *Staff recommends approval to enter into a contract with Yiftee.*

POLICY ALTERNATIVE(S)

1. Council could choose not to approve entering into a contract with Yiftee.

STRATEGIC GOAL(S) MET:

1. Increase Retail Opportunities

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact? No
2. Is it Currently Budgeted? No
3. If Budgeted, Which Line? N/A

ATTACHED INFORMATION

1. Yiftee contract.
2. Power Point presentation on program specifics.

Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of June __, 2020 (the "Effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and City of Kingsburg, a municipal corporation with an address at 1401 Draper Street, Kingsburg, CA. 93631 ("Customer"). The parties agree as follows:

1. Definitions.

1.1 "Merchant" means a merchant, prospect or other contact that may be using or desire to use Yiftee Services to redeem eGifts.

1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.

1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.

1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.

1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.

1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.

2. Merchant Enrollment.

2.1 Merchant Enrollment Obligations.

(a) Customer will identify Merchants who have elected to participate in the Yiftee Services. Each Merchant must agree to the Yiftee Merchant Agreement located on the Yiftee.com website. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.

(b) Yiftee will provide directly to Merchants, upon receipt of the set of Merchant names in 2.1a, a set of unique Activation Cards to be run by each Merchant. Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website.

(c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.

(d) Yiftee will bill Merchants as described in Appendix A. Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.

(e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.

(f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.

(g) Customer will assist with attempting to resolve any disputes arising out of its relationships with Merchants and Participants.

2.2 Yiftee Materials.

Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.

2.3 Limited Licenses.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.

2.4 Trademark License.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services in Kingsburg, California, subject to written usage guidelines, if any, made mutually available.

3. Ownership. As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.

4. Warranties Disclaimer. YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

5. Liability Limitation. EXCEPT FOR LIABILITY ARISING UNDER SECTION 7, NEITHER PARTY (NOR IT'S LICENSORS) WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE AND IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE GREATER OF $500 OR THE AMOUNTS PAID AND/OR PAYABLE BY YIFTEE TO CUSTOMER (AND/OR BY CUSTOMER TO YIFTEE, IF PAYMENTS ARE PAYABLE BY CUSTOMER TO YIFTEE IN ACCORDANCE WITH PROPOSAL) HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

6. Term and Termination.

6.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 6.2.

6.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

6.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials, and any Yiftee Services, hardware and software provided to Customer here under, (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 3, 4, 5, 6.3, 7 and 8. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

7. Confidentiality. Because of this Agreement, the parties may have access to information that is confidential to the disclosing party ("Confidential Information"). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties' products and pricing and all information designated as confidential by the disclosing party at the time of disclosure. A party's Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party's Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information by the party's employees, agents and representatives. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

8. Non-solicitation

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser's or Merchant's participation in the other party's products and services.

9. Miscellaneous

9.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. The parties will resolve any disputes in the state or federal courts located in Fresno County, California, to whose exclusive jurisdiction and venue they irrevocably submit. Notwithstanding anything to the contrary, either party may pursue injunctive or other equitable relief in any court of competent jurisdiction.

9.2 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission or electronic mail (email) with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

9.3 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer (Print):	YIFTEE, INC.
CITY OF KINGSBURG	
By:	By:
Name, Title: Alexander J. Henderson, City Manager	Name, Title: Donna Novitsky, Yiftee CEO

Community Card Customer Agreement

APPENDIX A

Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share. Yiftee does not take a percentage of the cards that are redeemed in the Participants' stores.

Charges:

Purchasers pay the face value of the card plus a $1+5% eDelivery fee at the time of purchase.

Participants pay Mastercard processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees, they are set by the Merchant Acquirer who is their credit card processor.

Subject to applicable laws, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 months. This will be made clear to cardholders on the face of the eGift Card when implemented, as is required by law.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.

F:\WORD\11\11140.239\Yiftee-CommCard Agreement (Final) 2020-06-23.docx

Community Cards

Growing local businesses, strengthening communities

Powered by giftee™

A Community Card Is…

A digital gift card that unites business, consumers and local merchants

How it works

- Multi-use paper or digital gift card, lives on your phone, any value >$5
- Works at any number of different merchants in a community
- Merchants opt in to the program at no cost
- Consumers give them as gifts to family and friends via email or text
- Businesses give them as employee rewards, marketing programs, survey incentives, contests, customer appreciation/recovery, etc.
- Cards do not expire. Yiftee provides customer support and security

"Gives back" to local communities

Powered by yiftee

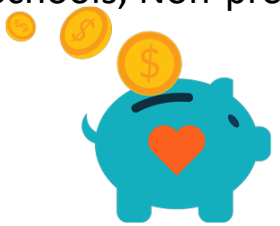
Community Card Buyers

Employee Rewards, Customer Appreciation

Consumer Deals, Offers, Loyalty

Gifting

Fund Raising Schools, Non-profits



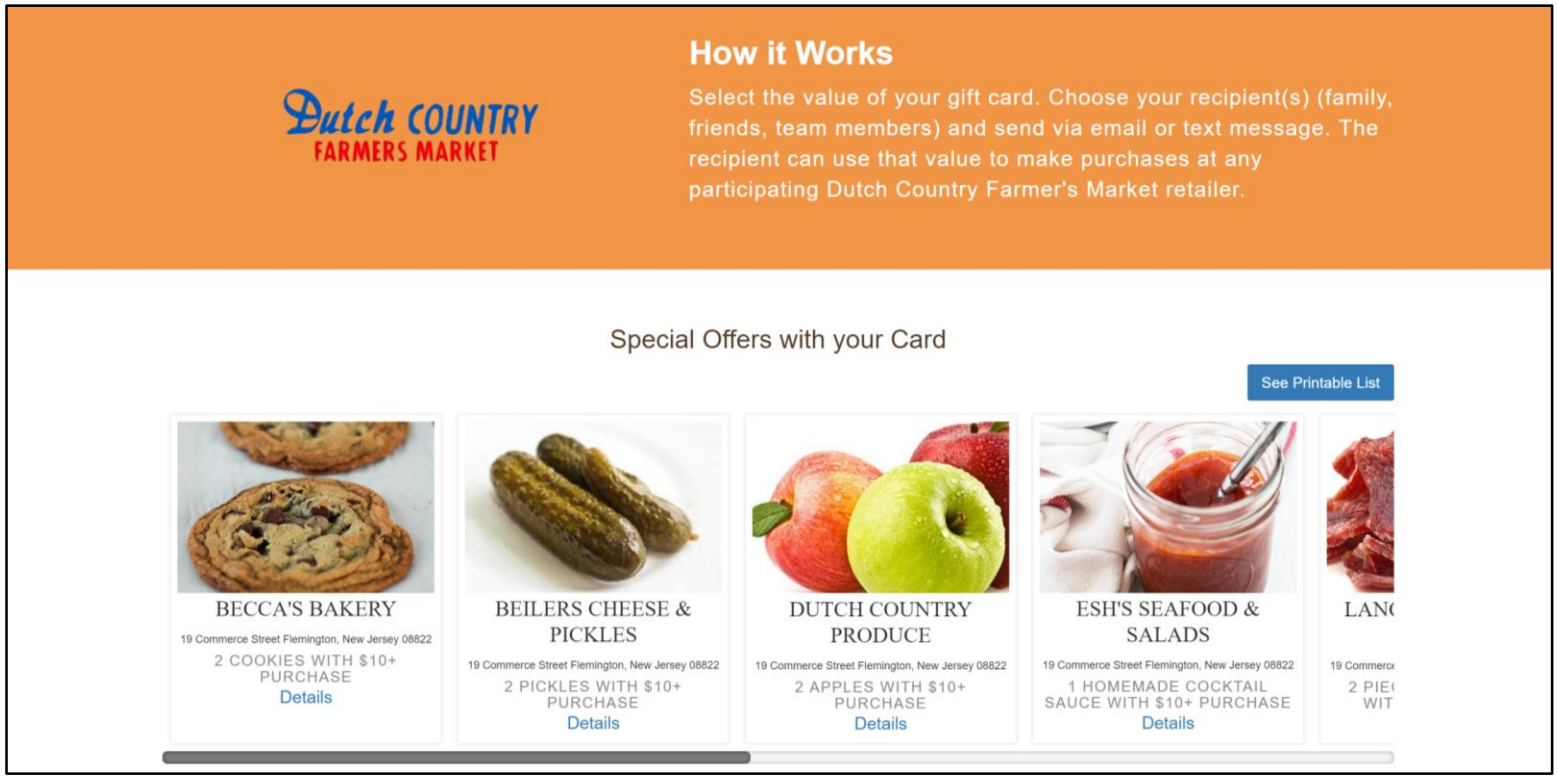
Bulk Purchase

Available to companies & individuals via web page, web links, enterprise app, Facebook

Powered by giftee

Bonus Offers Sweeten the Pot (Optional)

Participating merchants can make Bonus Offers for people to use their Cards in their stores. This attracts people to buy the cards for self-use.



Powered by yiftee

Redeeming Your eGift Community Cards

Multi-use, unique-to-this-gift digital MasterCard, redeemable only at participating merchants

MasterCard validates transaction

Any merchant that takes MasterCard can participate. Key in codes to redeem (like a phone order)

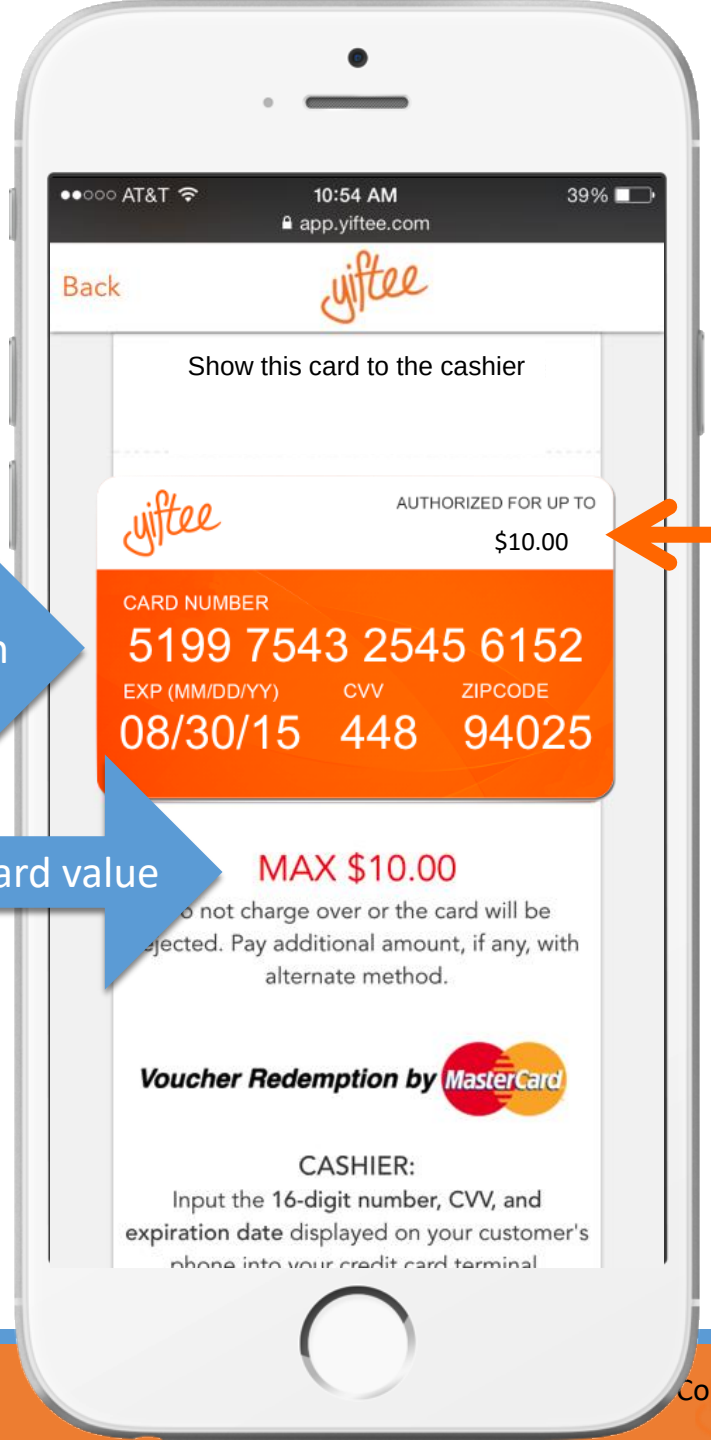
Do not exceed card value

Reconciled by normal MC bank. CNP interchange fees apply on redemption

No App required on phone to redeem, Yiftee sends monthly reminders. Gifts can be printed

eGift Card DEMO

Text the word “smitten” to: (855) 890-2028



Refreshes to current balance

Simple to Deploy:
No external hardware, terminals or integration

Buyer

Buys online eGC at face value of card

Recipient

Uses eGC at Merchant

Merchant

Process eGC as any other MC transaction

yiftee™

Takes payment, holds payment in escrow

Customer presents digital or printed voucher in store, Merchant processes as CNP transaction

mastercard

MasterCard pays Merchant, Yiftee pays MasterCard

Normal funds settlement for merchants; no funds transfer or liability for organizer; no fraud risk for merchants or organizer

How to Get Your Own Community Card

Custom branded to your community

Optional: secure interest from sponsors to fund marketing programs

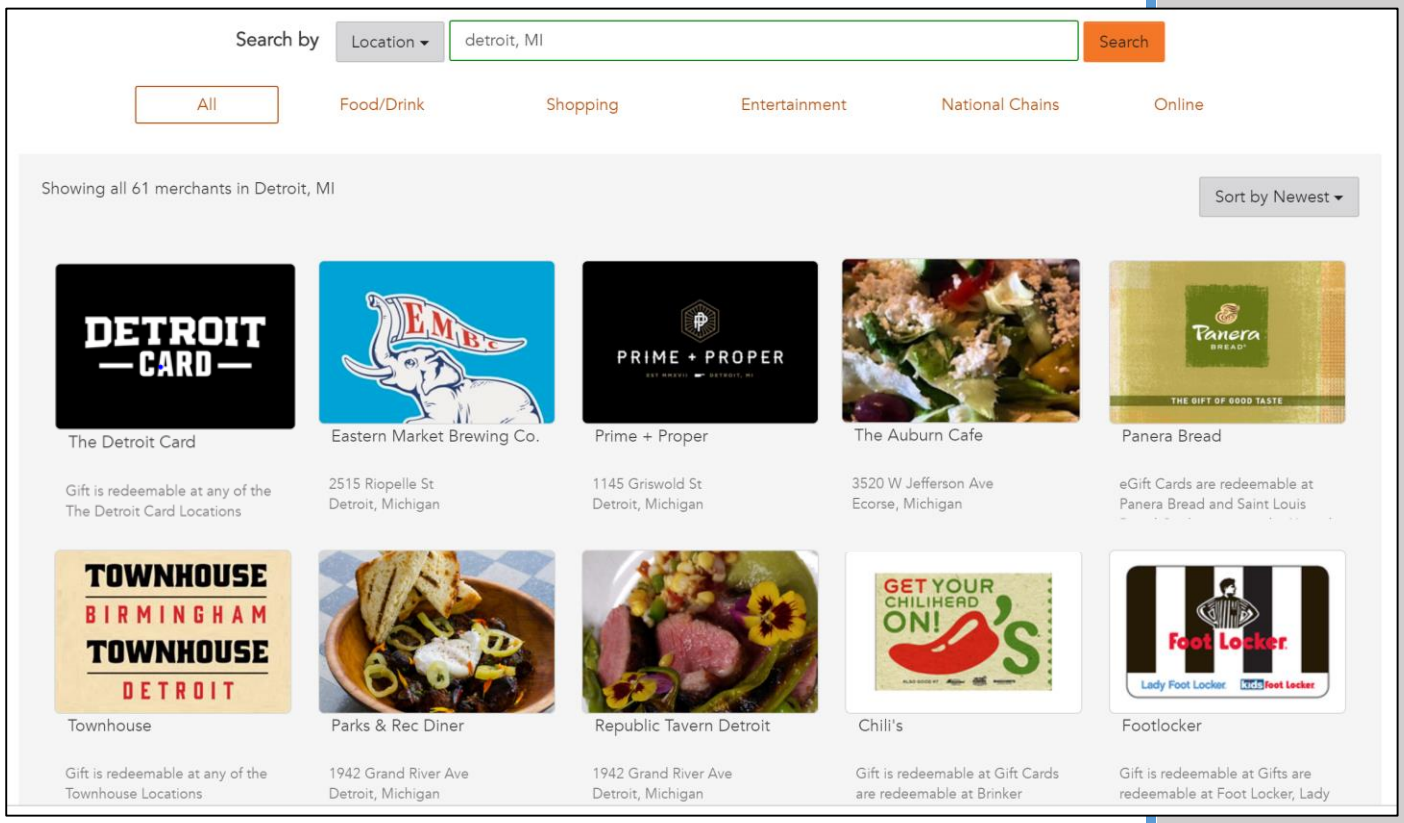
1) Secure interest from residents, companies, realtors, schools, non-profits, etc. to use for gifting, fund raising, visitors, customer appreciation, employee rewards, etc.

2) Secure interest from merchants to participate – no cost other than credit card (CNP) processing fees paid on redemption

3) Yiftee will set up account then you upload list of participating merchants. They simply run “Activation card” which is a $0.10 Mastercard on their PoS to opt-in

4) Cost summary: $1+5% of gift value "eDelivery fee" paid by gift sender at time of purchase. Periodic reminders to use will be sent when possible to gift recipient. Subject to local laws, Yiftee may apply inactivity fees after 12 months of no redemption activity. Gifts do not expire unless sent by a business as a promotion or award in which case an expiration date up to a year from time of issuance may be applied. If gifts expire, Yiftee retains 10% of gift value and the remaining balance is rebated to sender.

Your Local Merchant Marketplace



eGift Cards for individual merchants generate cash when cards are sold. Customers buy from Community Marketplace, Merchant websites & Facebook pages and redeem them by phone or in person in store using a secure code online.

Members can self-sign up for their own custom eGift Cards via a branded link for your Community. Yiftee will waive monthly subscription fee through Sept.30, 2020 and reassess then.

Powered by giftee

Summary:
Community Cards Strengthen Communities

Simple to deploy, no hardware or integration, zero fraud risk

- Anyone that takes Mastercard can participate
- No back office administration needed
- Always available to consumers on their phones or printed

Large employers and organizations jumpstart gift sales

- Employee rewards, holiday gifts, welcome gifts, surveys, marketing, wellness…
- Fund raising campaigns with specific merchants who offer discounts
- Bulk card purchases made easy

No set-up costs, no monthly costs, $1+5% eDelivery fee per card

You can get “sponsors” for the card like a local bank to cover marketing costs and/or charitable contributions

Who is Yiftee?

What we do: Drive profitable revenue for local businesses using eGift cards and promotions. Strengthen local communities

Customers: 2000 merchants with 5,000 US locations

Business model: A combination of SaaS subscription and transaction, promotion and inactivity fees. Profitable and cash flow positive

Launch date: December 2012

Location: Menlo Park, CA, customers nationwide

Services: Community cards, eGift cards, digital promotions and the associated end user customer and merchant support

Powered by yiftee

Case Studies

"Yiftee is the best thing we've experienced!"
- Alexis@Bedrock Development, Detroit

	Com-munity	Launch Date	$ Sold	# Merchants	# Cards (as of 2/1)
DETROIT CARD	Detroit, MI Pop: 673k	11/17/2017	$2,000,000	106	20,600
$PARTAN BUCK$	Spartan-burg, SC Pop: 40k County: 300k	11/14/2018	$70,600	28	2,300 so far

Thank You!

Donna Novitsky, Yiftee CEO

donna@yiftee.com

650-533-0938 cell

Appendix: Merchant FAQ's

Q: Is there a deadline to participate?
A: We are planning a launch on ??? to introduce the Card to the community. Sign up before then so that you are a part of the launch program and get this incremental business.

Q: How do I process the eGift Card?
A: Process it as a credit card (not debit or gift card) and key in the transaction like a phone order. Mastercard will validate. Do not go over the value of the card or the transaction will be declined. If this happens, start over and charge equal or less than the card value.

Q: What if the purchase is for more than the eGift Card value?
A: Run the eGift Card for the remaining balance on the card, and ask the customer for a different form of payment to cover the rest of the transaction.

Q: What do I do if the eGift Card is 'declined'?
A: The transaction is declined if you try to redeem more than the value of the card, or if any of the redemption information is mis-typed. Start the transaction over with the correct value and info.

Q: Does the eGift Card function as a 'pre-paid' credit card regarding automatic tipping hold-backs?
A: No. It can be redeemed for the full value. We do not recommend allowing tipping on the card because it is a prepaid card.

Q: Since the eGift Card is like a Mastercard, can it be redeemed anywhere?
A: No. They can only be redeemed at participating locations.

Q: Is there a fee to purchase the eGift Card?
A: The gift sender pays $1.00 plus 5% of the gift value. The gift recipient gets 100% of the gift value. The store is paid the full value of the card, less their normal card-not-present Mastercard fee.

Q: Can the eGift Card be used more than once?
A: Yes. They are multi-use and the current balance and expiration date are always reflected on the digital voucher. Recipients receive monthly reminders to redeem.

Q: Can I apply a refund to the eGift Card?
A: Yes. Refunds can be applied to a valid (unexpired) card just as you would to a credit card.

RESOLUTION NO. 2020-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSBURG THANKING MARJORIE "MARGIE" BULLER FOR HER 30 YEARS OF CONTRIBUTION TO THE KINGSBURG COMMUNITY

WHEREAS, Mrs. Marjorie "Margie" Buller has been both a business owner and an active member of the Kingsburg Community for over 30 years. She has employed countless young people from the community mentoring them into adulthood; and

***WHEREAS*,** Margie has been a part of Pub-N-Sub since it was originally opened by her parents in 1986. Margie eventually took over running the business when her parents retired, and she has held a loyal following given due in no small part to her spirit of giving; and

***WHEREAS*,** Margie has a reputation for supporting all things Kingsburg, from sponsoring pre-game meals to post-season celebrations, donating coupons to aid in fundraisers for youth sports, high school sports and various clubs in the community; and

***WHEREAS*,** Margie has served a Thanksgiving meal for those in need since 2010, collecting donations and preparing around 200 meals each year. She is a role model with her selflessness and willingness to serve the Kingsburg Community; and

WHEREAS, with her successful business and support of community programs, Margie deserves the recognition of her efforts to give back to the Kingsburg.

NOW, THEREFORE, THE KINGSBURG CITY COUNCIL WISHES TO JOIN THE CITIZENS OF KINGSBURG IN RECOGNIZING AND HONORING MARJORIE "MARGIE" BULLER, WISHING HER WELL IN RETIREMENT AND TO THANK HER FOR HER CONTRIBUTIONS TO THE BETTERMENT OF THIS COMMUNITY.

****

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Kingsburg City Council held on the 15th day of July 2020, by the following vote:

Ayes: Councilmember(s):
Noes: Councilmember(s):
Absent: Councilmember(s):
Abstain: Councilmember(s):

_____
Abigail Palsgaard, City Clerk
City of Kingsburg

Meeting Date: 07/15/2020
Agenda Item: 5.2

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: **Mayor Roman & City Council**

REPORT FROM: **David Peters, City Engineer** **REVIEWED BY**: AP

AGENDA ITEM: Vacation of Portions of Kamm Avenue and Simpson Street near Bethel Avenue

ACTION REQUESTED: ___Ordinance __√__Resolution ____ Motion _____ Receive/File

EXECUTIVE SUMMARY

The City of Kingsburg has received a request from an abutting property owner to initiate vacation of portions of Kamm Avenue and Simpson Street (Golden State Boulevard) near Bethel Avenue as shown in Exhibit "A" and Exhibit "B". The portion of street right of way considered in this request is a remnant of Kamm Avenue relinquished to the City when the new State Route 99 alignment was developed in the 1960's. The road within the right of way has not been maintained and portions of the pavement have been removed.

The roadway and rights-of-way no longer serve a need to the traveling public in regards to circulation or utility easements. Additionally, the right-of-way only serves two abutting properties. Vacation of the rights-of-way will not prohibit access to the adjacent parcels.

Vacation of the right-of-way is consistent with the City's General Plan and will eliminate potential maintenance costs associated with the roadway.

RECOMMENDED ACTION BY CITY COUNCIL

1. Staff recommends Council adopt Resolution 2020-043 vacating portions of Kamm Avenue and Simpson Street (Golden State Boulevard) as shown in Exhibit "A" and Exhibit "B".

POLICY ALTERNATIVE(S)

Council could choose to not vacate the street rights-of-way.

REASON FOR RECOMMENDATION/KEY METRIC

The rights-of-way no longer serve a public need.

FINANCIAL INFORMATION

FISCAL IMPACT:

1.	Is There A Fiscal Impact?	Yes
2.	Is it Currently Budgeted?	No
3.	If Budgeted, Which Line?	N/A

FINANCIAL SUMMARY

The City will save annual maintenance costs associated with the portion of roadway within the right-of-ways.

PRIOR ACTION/REVIEW

None.

BACKGROUND INFORMATION

See Executive Summary.

ATTACHMENTS

1. Exhibit 'A'
2. Exhibit 'B'

Recording Requested by:)
City of Kingsburg)
)
and When Recorded, Mail to:)
)
City of Kingsburg)
1401 Draper Street)
Kingsburg, CA 93631)

RESOLUTION NO. 2020-043

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF KINGSBURG
TO VACATE PUBLIC RIGHT OF WAY

WHEREAS, it is proposed that portions of Kamm Avenue and Simpson Street (Golden State Boulevard) as described in Exhibit "A" and Exhibit "B" be vacated as City street rights-of-way; and

WHEREAS, the City Engineer has determined that these street rights-of-way are no longer necessary for circulation or utility purposes, and

WHEREAS, the City Planner has determined the proposed street vacation is consistent with the General Plan.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of the City of Kingsburg hereby vacates the aforementioned street rights-of-way in accordance with the State of California Streets and Highway Code Section Chapter 3, Part 3, Division 9.

******

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Kingsburg City Council held on the 15th day of July 2020, by the following vote:

Ayes: Councilmembers:
Noes: Councilmembers:
Absent: Councilmembers:
Abstain: Councilmembers:

_____
Abigail Palsgaard, City Clerk
City of Kingsburg

"Exhibit A"

Legal Description

East Kamm Avenue Abandonment

That portion of Section 16 and Section 21, in Township 16 South, Range 22 East, Mount Diablo Base and Meridian, in the City of Kingsburg, County of Fresno, State of California, more particularly described as follows:

The South 20.00 feet of said Section 16 and the North 20.00 feet of said Section 22 lying East of the Easterly right-of-way line of Bethel Avenue as shown on California State Route 99 Right-of-Way Map, District 6, County of Fresno, Route 99, Post Mile 1.88, Sheet 6 of 101 Sheets and lying West of the Westerly right-of-way line of Golden State Boulevard as shown on California State Route 4 Right-of-Way Relinquishment Map, District 6, County of Fresno, Route 4, Section A, Sheet 4 of 9 Sheets.

Containing 5,616 square feet, more or less.

Simpson Street (Golden State Boulevard) Abandonment

That portion of Section 15, Section 16, and Section 22, in Township 16 South, Range 22 East, Mount Diablo Base and Meridian, in the City of Kingsburg, County of Fresno, State of California, more particularly described as follows:

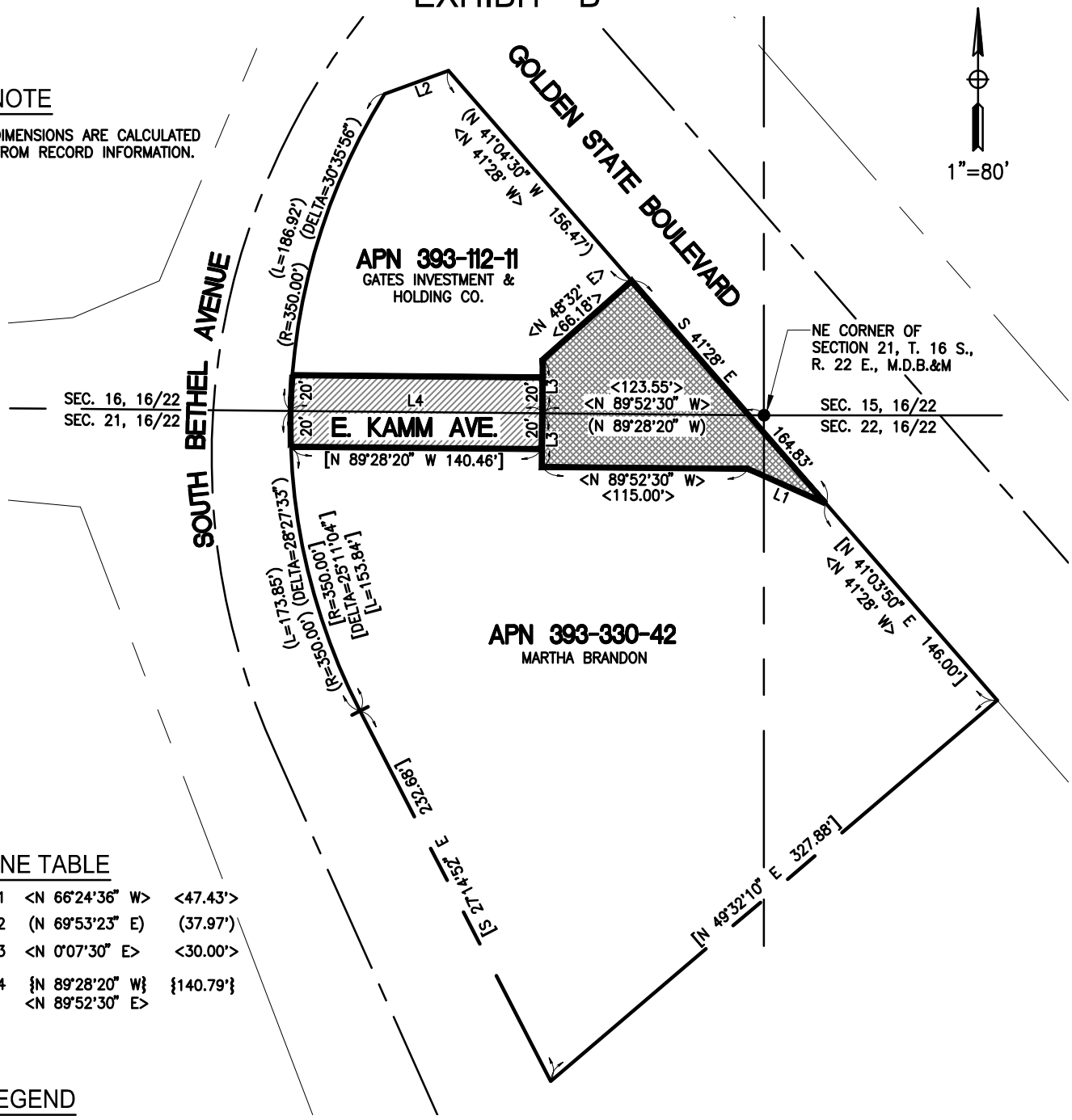
Commencing at the Northeast corner of said Section 21; thence North 89°52'30" West, along the North line of said Section 21, a distance of 123.55 feet to the Westerly right-of-way line of Golden State Boulevard as shown on California State Route 4 Right-of-Way Relinquishment Map, District 6, County of Fresno, Route 4, Section A, Sheet 4 of 9 Sheets and the POINT OF BEGINNING; thence South 0°07'30" West, along said Westerly right-of-way line, a distance of 30.00 feet; thence South 89°52'30" East, along said Westerly right-of-way line, a distance of 115.00 feet; thence South 66°24'36" East, along said Westerly right-of-way line, a distance of 47.43 feet; thence North 41°28' West, leaving said Westerly right-of-way line, a distance of 164.22 feet to an angle point in said Westerly right-of-way line; thence South 48°32' West, along said Westerly right-of-way line, a distance of 66.18 feet; thence South 0°07'30" West, along said Westerly right-of-way line, a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 9,103 square feet, more or less.

EXHIBIT "B"

NOTE

DIMENSIONS ARE CALCULATED FROM RECORD INFORMATION.



LINE TABLE

L1	<N 66°24'36" W>	<47.43'>
L2	(N 69°53'23" E)	(37.97')
L3	<N 0°07'30" E>	<30.00'>
L4	{N 89°28'20" W} <N 89°52'30" E>	{140.79'}

LEGEND

<.....>	INDICATES RECORD DATA PER CALTRANS RELINQUISHMENT MAP, DISTRICT 6, FRESNO COUNTY, ROUTE 4, SECTION A, SHEET 4 OF 9 SHEETS.
(.....)	INDICATES RECORD DATA PER CALTRANS RIGHT-OF-WAY MAP, DISTRICT 6, FRESNO COUNTY, ROUTE 99, POST MILE 1.88, SHEET 6 OF 101 SHEETS.
[.....]	INDICATES RECORD DATA PER DEED RECORDED DECEMBER 16, 1975, AS DOCUMENT No. 96502, IN BOOK 6524, PAGE 817, O.R.F.C.
{.....}	INDICATES RECORD DATA PER DEED RECORDED SEPTEMBER 21, 2010, AS DOCUMENT No. 2010-0123369, O.R.F.C.
	INDICATES A PORTION OF EAST KAMM AVENUE TO BE ABANDONED. CONTAINING AN AREA OF 5,619 SQUARE FEET, MORE OR LESS.
	INDICATES A PORTION OF GOLDEN STATE BOULEVARD TO BE ABANDONED. CONTAINING AN AREA OF 9,103 SQUARE FEET, MORE OR LESS.

CITY OF KINGSBURG

EAST KAMM AVENUE

AND

GOLDEN STATE BLVD.

ABANDONMENT

PETERS ENGINEERING GROUP

FIGURE 1

DWG: S:\2011\11-003\11-003.06 Kamm Abandonment\acad\ABANDONMENT.dwg USER: jason camit DATE: Nov 05, 2012 3:03pm

Meeting Date: 07/15/2020
Agenda Item: 5.4

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: **Mayor Roman & City Council**

REPORT FROM: **Alexander J. Henderson, ICMA-CM** **REVIEWED BY: MN**

AGENDA ITEM: **COVID-19 Update 07/15/2020**

ACTION REQUESTED: ___Ordinance ____Resolution ____Motion __✓_Receive/File

EXECUTIVE SUMMARY

NOTE: This information is the best available as of posting on Friday, July 10. The rapidly changing nature of this pandemic means information may not be accurate with current events.

On March 23, the city council declared a local state of emergency. Staff continues to monitor and follow public health experts' advice. Some updates since our last meeting from a local perspective include:

1. Due to rising cases, Fresno County has been ordered by the State to roll back portions of reopening. While certain sectors are required to close completely, others must modify their operations (outdoor dining only). Staff continues to work with the local business owners on options for temporary outdoor dining and outdoor operations.
2. The state department of public health issued new guidance that outlines mask requirements in several situations, including when in public. City employees are wearing masks when interacting with the public or when unable to maintain social distancing when collaborating. We are asking the public to wear masks when entering city facilities.
3. City offices closed to the public for precautionary reasons last week. We continue to take both employee and resident safety very serious. All normal operations remain virtually accessible.
4. The State also unveiled a new business resource page that partners with some of the nations largest corporations to provide info on COVID guidance, access to PPE, and access several free resources.
5. The city is eligible for a direct allocation of CARES Act funding of approximately $159,000. These funds must be used for COVID-19 eligible activities. The League of California Cities is putting together information to better define those eligible expenses.
6. As of 7/10, Kingsburg has the following case figures:

   City of Kingsburg has 123 total cases and 71 cleared/closed cases.

   Mode of Transmission
   Close Contact/ Person-to-Person: 50
   Community Spread/ Unknown: 36
   Total Open Active/Open Cases: 52
   Travel Related: 2
   Under Investigation: 35
   Deaths: 2

- ICU Beds in Fresno County

- 253 Licensed ICU beds in Fresno County (as of 6/30/20)
- The Alt Care Site at the Fresno Exhibit Hall is set up and ready to go when we need it. It is not open and receiving patients at this time because the hospitals still have capacity (as of 7/9/20)

RECOMMENDED ACTION BY CITY COUNCIL

1. *Informational only.*

POLICY ALTERNATIVE(S)

1. N/A

STRATEGIC GOAL(S) MET:

1. Improve Community Communication
2. Ensure Financial Stability

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact?	N/A
2. Is it Currently Budgeted?	N/A
3. If Budgeted, Which Line?	N/A

BACKGROUND INFORMATION

Community Preparedness

- Our facilities are equipped with the necessary sanitizing supplies and we have been regularly cleaning public counters, as we always do. All of our public counters have CDC fact sheets providing educational information about the virus as well as information regarding proper prevention techniques.

- We have been in regular contact with local school administrators as well as Fresno County Public Health officials to coordinate any local notifications and to monitor the changing landscape. Both Kingsburg School Districts closed for the remainder of the 2019-2020 school year.

- Closed our public playgrounds to further promote social distancing recommendations. These reopened with the county moving to Stage 3.

- Created and continue to update an active businesses list.

- Working to ensure all seniors have at least one meal every day during the week. We are providing meals for 150+ seniors during the week.

- The City and Chamber of Commerce are working on contingency plans that may impact future events.

- Council has approved policy related to the suspension of water shut offs for non-payment.

Organizational Preparedness

- Development of updated leave policy to be compliant with newly enacted Federal legislation.

- Continued organizational continuity planning for employees working from home (technology, alternate work schedules).

- Examination of revenue projections and impacts on sales tax, transient occupancy tax and community development fees.

- The city's Economic Stabilization Fund was created for just this purpose. The fund currently has balance of $630,509. These funds can be utilized to help stabilize short-term General Fund impacts due to the anticipated loss of revenue.

- Development of internal protocols should virus spread affect Kingsburg – including continuity of operations planning for all departments. Coordination with Fresno Co. Dept. of Public Health. This includes potential deployment of emergency operations center.

- Focused efforts on communicating during a crisis. Information provided by Bloomberg Harvard City Leadership Initiative.

- Taking care of employees is a vital concern. All our departments and employee areas have CDC fact sheets providing educational information about the virus as well as information regarding proper prevention techniques.

- The City utilizes an internal employee newsletter that is used frequently to provide updated information related to the virus and actions being taken to protect employees.

- First responders and their safety remain a big focal point, and we are utilizing expert fact sheets that provide guidance for EMS and Law enforcement providers as well.

- On March 11, the Kingsburg Tri-County Health Care District authorized up to $75,000 in funding to help with the sanitizing of first responder vehicles and equipment, as well as emergency funding for a potential declared emergency that could impact the community. We have purchased four (4) commercial fogging/decontamination machines capable of large-scale dissemination of a viricidal agent.

Federal & State Action

The President and State of California have declared emergencies regarding the COVID-19 pandemic. Each have provided several resources, including:

- FEMA
- State of California
- CDC

ATTACHED INFORMATION

1. FCDPH Chart from July 10
2. CARES Act Direct Allocation Chart

COVID-19 (Novel Coronavirus) | Fresno County COVID-19 Data

https://cofgisonline.maps.arcgis.com/apps/MapSeries/index.html?appid=1f82e8eb24c0403c90e774202c5dafea

Fresno County COVID-19 Data and Surveillance Dashboard

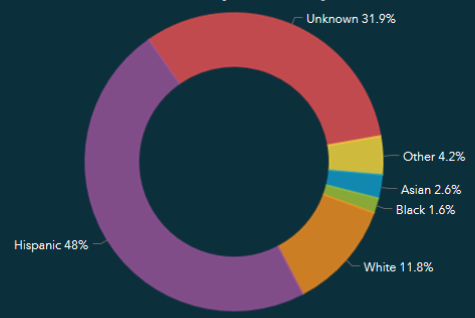
Department of Public Health | Epidemiology Program

FRESNO COUNTY

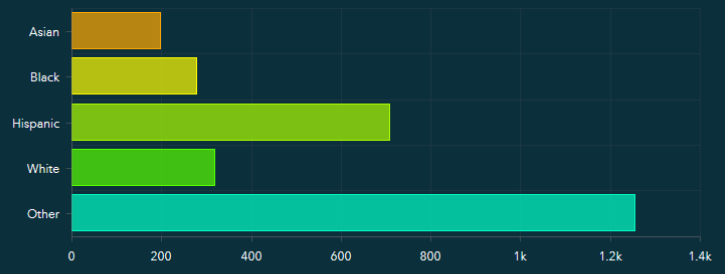
Data and Surveillance Dashboard | Mobile Dashboard Version | Additional Surveillance | Mortality Review | CDC COVID-19 Information

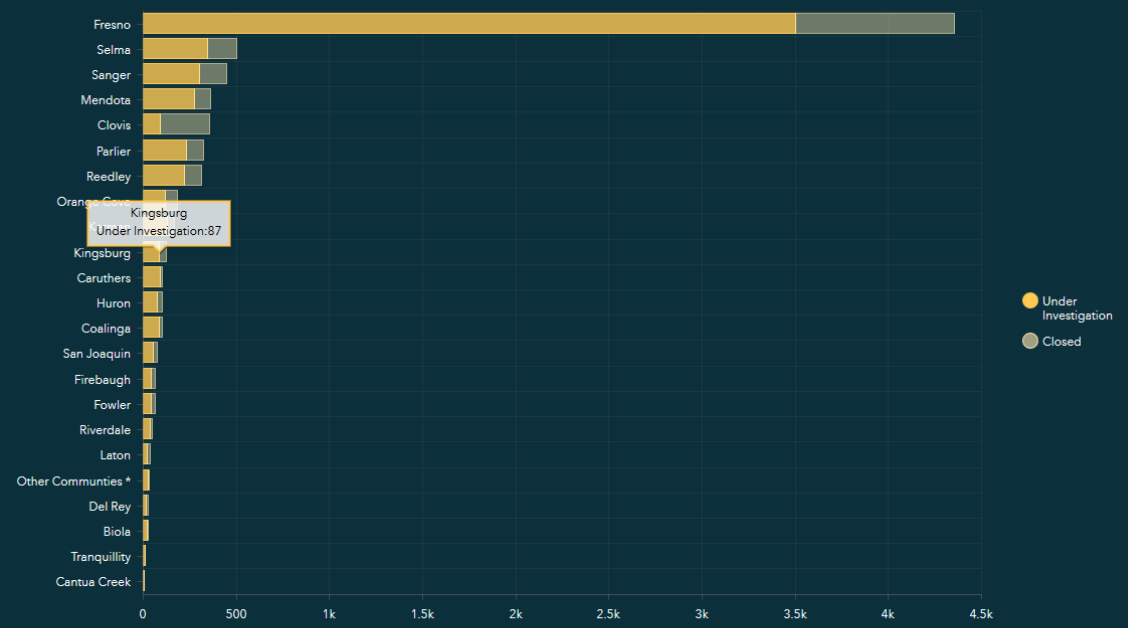
Total Cases	Active Cases	Recovered	Deceased	Hospitalized
7,906	6,040	1,779	87	448
of 80,284 Total Tests	of 7,906 Total Cases	of 7,906 Cases	of 7,906 Cases	of 7,906 Cases
9.8% Tested Positive	76.4% Active	22.5% Recovered	1.1% Deceased	5.7% Hospitalized

Cases by Ethnicity



Incidence per 100,000





* Summarized communities under 5 cases

Cases by Age & Exposure | Cases by Gender | Cases by Race/Ethnicity | Cases | Case Trends | Logarithmic | Map | Case Status by Community | Dashboard Details

Search Windows

3:28 PM
7/10/2020

$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities	Allocations[1]
Adelanto	$ 440,336
Agoura Hills	$ 253,931
Alameda	$ 1,003,970
Albany	$ 233,818
Alhambra	$ 1,071,632
Aliso Viejo	$ 617,900
Alturas	$ 50,000
Amador	$ 50,000
American Canyon	$ 257,277
Anaheim	$ 30,480,113
Anderson	$ 131,756
Angels City	$ 50,907
Antioch	$ 1,389,299
Apple Valley	$ 918,553
Arcadia	$ 706,404
Arcata	$ 221,792
Arroyo Grande	$ 218,384
Artesia	$ 203,604
Arvin	$ 267,649
Atascadero	$ 371,118
Atherton	$ 86,813
Atwater	$ 387,428
Auburn	$ 180,194
Avalon	$ 50,000
Avenal	$ 162,846
Azusa	$ 613,134
Bakersfield	$ 33,502,406
Baldwin Park	$ 941,494
Banning	$ 384,304
Barstow	$ 299,640
Beaumont	$ 635,569
Bell	$ 451,053
Bell Gardens	$ 524,123
Bellflower	$ 964,435
Belmont	$ 331,064
Belvedere	$ 50,000
Benicia	$ 335,533
Berkeley	$ 1,513,511
Beverly Hills	$ 417,024
Big Bear Lake	$ 64,279
Biggs	$ 50,000
Bishop	$ 50,000
Blue Lake	$ 50,000
Blythe	$ 237,744
Bradbury	$ 50,000
Brawley	$ 337,682
Brea	$ 563,387
Brentwood	$ 804,021
Brisbane	$ 57,204
Buellton	$ 67,465
Buena Park	$ 1,012,440
Burbank	$ 1,307,080
Burlingame	$ 371,871
Calabasas	$ 298,714
Calexico	$ 504,948
California City	$ 174,848
Calimesa	$ 115,186
Calipatria	$ 84,491
Calistoga	$ 66,032
Camarillo	$ 867,522
Campbell	$ 522,136
Canyon Lake	$ 135,818

Cities	Allocations[1]
Capitola	$ 124,805
Carlsbad	$ 1,413,290
Carmel-by-the-Sea	$ 50,000
Carpinteria	$ 164,649
Carson	$ 1,149,617
Cathedral City	$ 661,559
Ceres	$ 597,972
Cerritos	$ 617,283
Chico	$ 1,362,210
Chino	$ 1,100,241
Chino Hills	$ 1,017,515
Chowchilla	$ 224,668
Chula Vista	$ 3,360,914
Citrus Heights	$ 1,084,214
Claremont	$ 442,114
Clayton	$ 139,979
Clearlake	$ 176,527
Cloverdale	$ 113,754
Clovis	$ 1,471,470
Coachella	$ 582,612
Coalinga	$ 212,358
Colfax	$ 50,000
Colma	$ 50,000
Colton	$ 668,202
Colusa	$ 76,244
Commerce	$ 158,883
Compton	$ 1,210,414
Concord	$ 1,606,893
Corcoran	$ 263,019
Corning	$ 94,085
Corona	$ 2,077,380
Coronado	$ 263,994
Corte Madera	$ 124,879
Costa Mesa	$ 1,417,179
Cotati	$ 93,011
Covina	$ 603,108
Crescent City	$ 82,392
Cudahy	$ 298,455
Culver City	$ 490,243
Cupertino	$ 735,259
Cypress	$ 608,368
Daly City	$ 1,347,591
Dana Point	$ 409,258
Danville	$ 541,743
Davis	$ 854,212
Del Mar	$ 52,698
Del Rey Oaks	$ 50,000
Delano	$ 654,793
Desert Hot Springs	$ 366,216
Diamond Bar	$ 705,972
Dinuba	$ 320,951
Dixon	$ 246,597
Dorris	$ 50,000
Dos Palos	$ 68,477
Downey	$ 1,401,758
Duarte	$ 267,599
Dublin	$ 811,404
Dunsmuir	$ 50,000
East Palo Alto	$ 380,218
Eastvale	$ 820,010
El Cajon	$ 1,288,954
El Centro	$ 563,733

Cities	Allocations[1]
El Cerrito	$ 308,098
El Monte	$ 1,440,602
El Paso de Robles	$ 385,490
El Segundo	$ 207,148
Elk Grove	$ 2,174,997
Emeryville	$ 151,845
Encinitas	$ 767,782
Escalon	$ 92,332
Escondido	$ 1,889,210
Etna	$ 50,000
Eureka	$ 329,656
Exeter	$ 136,189
Fairfax	$ 91,356
Fairfield	$ 1,444,380
Farmersville	$ 140,745
Ferndale	$ 50,000
Fillmore	$ 192,195
Firebaugh	$ 98,542
Folsom	$ 1,007,649
Fontana	$ 2,629,939
Fort Bragg	$ 91,702
Fort Jones	$ 50,000
Fortuna	$ 149,684
Foster City	$ 407,863
Fountain Valley	$ 689,933
Fowler	$ 79,688
Fremont	$ 2,891,945
Fullerton	$ 1,751,601
Galt	$ 319,161
Garden Grove	$ 2,158,291
Gardena	$ 752,397
Gilroy	$ 704,824
Glendale	$ 2,535,249
Glendora	$ 642,878
Goleta	$ 397,862
Gonzales	$ 105,025
Grand Terrace	$ 153,425
Grass Valley	$ 158,846
Greenfield	$ 225,755
Gridley	$ 79,046
Grover Beach	$ 163,155
Guadalupe	$ 99,777
Gustine	$ 72,539
Half Moon Bay	$ 153,487
Hanford	$ 732,790
Hawaiian Gardens	$ 180,873
Hawthorne	$ 1,073,003
Hayward	$ 1,979,381
Healdsburg	$ 149,264
Hemet	$ 1,051,667
Hercules	$ 315,222
Hermosa Beach	$ 242,177
Hesperia	$ 1,190,177
Hidden Hills	$ 50,000
Highland	$ 683,080
Hillsborough	$ 140,980
Hollister	$ 501,862
Holtville	$ 78,515
Hughson	$ 90,109
Huntington Beach	$ 2,485,243
Huntington Park	$ 734,840
Huron	$ 90,122

[1]Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities	Allocations[1]
Imperial	$ 245,794
Imperial Beach	$ 346,399
Indian Wells	$ 66,712
Indio	$ 1,120,515
Industry	$ 50,000
Inglewood	$ 1,382,521
Ione	$ 98,876
Irvine	$ 3,478,274
Irwindale	$ 50,000
Isleton	$ 50,000
Jackson	$ 60,007
Jurupa Valley	$ 1,322,168
Kerman	$ 196,937
King City	$ 182,701
Kingsburg	$ 159,068
La Canada Flintridge	$ 252,635
La Habra	$ 782,450
La Habra Heights	$ 67,428
La Mesa	$ 740,408
La Mirada	$ 603,491
La Palma	$ 191,282
La Puente	$ 500,898
La Quinta	$ 502,034
La Verne	$ 411,160
Lafayette	$ 316,136
Laguna Beach	$ 275,872
Laguna Hills	$ 389,033
Laguna Niguel	$ 806,465
Laguna Woods	$ 200,554
Lake Elsinore	$ 783,463
Lake Forest	$ 1,045,938
Lakeport	$ 57,748
Lakewood	$ 986,770
Lancaster	$ 1,996,519
Larkspur	$ 151,289
Lathrop	$ 331,311
Lawndale	$ 404,974
Lemon Grove	$ 327,520
Lemoore	$ 327,310
Lincoln	$ 608,924
Lindsay	$ 162,414
Live Oak	$ 113,594
Livermore	$ 1,134,220
Livingston	$ 185,849
Lodi	$ 838,741
Loma Linda	$ 302,937
Lomita	$ 253,721
Lompoc	$ 540,632
Long Beach	$ 40,280,494
Loomis	$ 85,047
Los Alamitos	$ 142,819
Los Altos	$ 381,230
Los Altos Hills	$ 103,876
Los Banos	$ 517,629
Los Gatos	$ 388,181
Loyalton	$ 50,000
Lynwood	$ 879,968
Madera	$ 807,688
Malibu	$ 144,708
Mammoth Lakes	$ 97,036
Manhattan Beach	$ 435,236
Manteca	$ 1,047,037

Cities	Allocations[1]
Maricopa	$ 50,000
Marina	$ 275,600
Martinez	$ 458,153
Marysville	$ 153,401
Maywood	$ 344,534
McFarland	$ 177,651
Mendota	$ 154,512
Menifee	$ 1,198,820
Menlo Park	$ 435,286
Merced	$ 1,088,029
Mill Valley	$ 181,182
Millbrae	$ 281,910
Milpitas	$ 962,595
Mission Viejo	$ 1,163,927
Modesto	$ 2,745,200
Monrovia	$ 468,388
Montague	$ 50,000
Montclair	$ 487,588
Monte Sereno	$ 50,000
Montebello	$ 784,586
Monterey	$ 347,819
Monterey Park	$ 749,891
Moorpark	$ 447,929
Moraga	$ 209,235
Moreno Valley	$ 2,578,550
Morgan Hill	$ 573,574
Morro Bay	$ 125,793
Mount Shasta	$ 50,000
Mountain View	$ 1,015,823
Murrieta	$ 1,426,847
Napa	$ 978,856
National City	$ 766,745
Needles	$ 64,798
Nevada City	$ 50,000
Newark	$ 604,590
Newman	$ 147,079
Newport Beach	$ 1,059,137
Norco	$ 340,336
Norwalk	$ 1,305,302
Novato	$ 663,066
Oakdale	$ 283,947
Oakland	$ 36,994,706
Oakley	$ 524,272
Oceanside	$ 2,189,579
Ojai	$ 93,307
Ontario	$ 2,257,932
Orange	$ 1,729,401
Orange Cove	$ 116,754
Orinda	$ 234,707
Orland	$ 102,765
Oroville	$ 240,028
Oxnard	$ 2,547,855
Pacific Grove	$ 188,479
Pacifica	$ 473,278
Palm Desert	$ 654,225
Palm Springs	$ 585,587
Palmdale	$ 1,935,252
Palo Alto	$ 854,743
Palos Verdes Estates	$ 162,859
Paradise	$ 57,180
Paramount	$ 684,784
Parlier	$ 196,196

Cities	Allocations[1]
Pasadena	$ 1,788,383
Patterson	$ 284,898
Perris	$ 990,252
Petaluma	$ 763,954
Pico Rivera	$ 782,487
Piedmont	$ 141,412
Pinole	$ 240,831
Pismo Beach	$ 100,493
Pittsburg	$ 917,651
Placentia	$ 635,803
Placerville	$ 135,572
Pleasant Hill	$ 423,099
Pleasanton	$ 981,153
Plymouth	$ 50,000
Point Arena	$ 50,000
Pomona	$ 1,911,546
Port Hueneme	$ 291,479
Porterville	$ 736,568
Portola	$ 50,000
Portola Valley	$ 56,883
Poway	$ 609,183
Rancho Cordova	$ 967,781
Rancho Cucamonga	$ 2,167,193
Rancho Mirage	$ 236,003
Rancho Palos Verdes	$ 515,258
Rancho Santa Margarita	$ 602,454
Red Bluff	$ 175,885
Redding	$ 1,132,763
Redlands	$ 876,054
Redondo Beach	$ 827,184
Redwood City	$ 1,071,163
Reedley	$ 320,001
Rialto	$ 1,290,930
Richmond	$ 1,373,211
Ridgecrest	$ 362,388
Rio Dell	$ 50,000
Rio Vista	$ 123,311
Ripon	$ 196,690
Riverbank	$ 309,049
Riverside	$ 27,991,888
Rocklin	$ 868,621
Rohnert Park	$ 531,779
Rolling Hills	$ 50,000
Rolling Hills Estates	$ 99,592
Rosemead	$ 671,227
Roseville	$ 1,792,347
Ross	$ 50,000
Salinas	$ 2,002,977
San Anselmo	$ 157,512
San Bernardino	$ 2,691,008
San Bruno	$ 561,227
San Buenaventura	$ 1,312,204
San Carlos	$ 372,204
San Clemente	$ 797,390
San Dimas	$ 419,123
San Fernando	$ 311,234
San Gabriel	$ 495,169
San Jacinto	$ 630,049
San Joaquin	$ 51,142
San Juan Bautista	$ 50,000
San Juan Capistrano	$ 448,423
San Leandro	$ 1,085,683

[1]Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities	Allocations[1]
San Luis Obispo	$ 566,980
San Marcos	$ 1,200,252
San Marino	$ 161,587
San Mateo	$ 1,272,829
San Pablo	$ 387,860
San Rafael	$ 738,445
San Ramon	$ 1,026,269
Sand City	$ 50,000
Sanger	$ 335,657
Santa Ana	$ 28,580,208
Santa Barbara	$ 1,154,593
Santa Clara	$ 1,594,064
Santa Clarita	$ 2,740,224
Santa Cruz	$ 795,452
Santa Fe Springs	$ 225,891
Santa Maria	$ 1,326,168
Santa Monica	$ 1,140,344
Santa Paula	$ 375,217
Santa Rosa	$ 2,143,808
Santee	$ 716,121
Saratoga	$ 383,132
Sausalito	$ 89,541
Scotts Valley	$ 144,375
Seal Beach	$ 308,580
Seaside	$ 414,086
Sebastopol	$ 95,629
Selma	$ 301,715
Shafter	$ 252,388
Shasta Lake	$ 131,583
Sierra Madre	$ 133,547
Signal Hill	$ 144,610
Simi Valley	$ 1,544,811
Solana Beach	$ 170,860
Soledad	$ 312,395
Solvang	$ 68,675
Sonoma	$ 136,436
Sonora	$ 58,241
South El Monte	$ 261,809
South Gate	$ 1,197,709
South Lake Tahoe	$ 278,119
South Pasadena	$ 314,333
South San Francisco	$ 838,111
St Helena	$ 74,984
Stanton	$ 482,489
Stockton	$ 27,170,185
Suisun City	$ 359,536
Sunnyvale	$ 1,932,363
Susanville	$ 169,366
Sutter Creek	$ 50,000
Taft	$ 107,173
Tehachapi	$ 157,525
Tehama	$ 50,000
Temecula	$ 1,382,508
Temple City	$ 446,349
Thousand Oaks	$ 1,561,715
Tiburon	$ 117,792
Torrance	$ 1,797,076

Cities	Allocations[1]
Tracy	$ 1,184,473
Trinidad	$ 50,000
Truckee	$ 200,369
Tulare	$ 837,555
Tulelake	$ 50,000
Turlock	$ 917,355
Tustin	$ 992,487
Twentynine Palms	$ 361,252
Ukiah	$ 198,307
Union City	$ 909,206
Upland	$ 973,127
Vacaville	$ 1,220,576
Vallejo	$ 1,470,087
Vernon	$ 50,000
Victorville	$ 1,561,073
Villa Park	$ 71,194
Visalia	$ 1,711,918
Vista	$ 1,270,866
Walnut	$ 369,537
Walnut Creek	$ 874,918
Wasco	$ 356,635
Waterford	$ 109,815
Watsonville	$ 636,063
Weed	$ 50,000
West Covina	$ 1,308,784
West Hollywood	$ 447,003
West Sacramento	$ 670,795
Westlake Village	$ 101,395
Westminster	$ 1,141,134
Westmorland	$ 50,000
Wheatland	$ 50,000
Whittier	$ 1,071,743
Wildomar	$ 459,103
Williams	$ 66,996
Willits	$ 62,625
Willows	$ 76,651
Windsor	$ 348,782
Winters	$ 89,875
Woodlake	$ 95,974
Woodland	$ 749,990
Woodside	$ 70,082
Yorba Linda	$ 847,631
Yountville	$ 50,000
Yreka	$ 96,135
Yuba City	$ 869,954
Yucaipa	$ 687,883
Yucca Valley	$ 274,551

[1]Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

CITY OF KINGSBURG

POLICE DEPARTMENT

1300 California Street, Kingsburg, CA 93631 (559) 897-4418

Neil Dadian
Chief of Police

To: Mayor & City Council

From: Corina Padilla

Date: July 9, 2020

Subject: June Crime Statistics & Prevention Update

- Part I Crimes equaled to May.
- Other Offenses increased by three.
- Traffic collisions increased by four.
- The number of arrests decreased by six.
- Traffic citations decreased by one.

We continue to use Facebook, Kingsburg PD mobile application, Twitter, and NIXLE as situations warrant in order to keep our citizens informed.

Kingsburg Police Department
2020 Crime and Activity Report

Part 1 Crimes	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Murder	0	0	0	0	0	0							0
Rape	0	0	0	0	0	0							0
Robbery	0	0	0	0	0	0							0
Aggravated Assaults	1	1	0	1	3	0							6
Burglary	7	4	3	3	1	2							20
Theft	13	10	9	6	8	7							53
Auto Theft	1	2	2	3	1	4							13
Total	**22**	**17**	**14**	**13**	**13**	**13**	**0**	**0**	**0**	**0**	**0**	**0**	**92**

Arson	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**	**0**

Other Offenses:

Vandalism	5	4	6	7	5	7							34
Simple Assault	5	5	4	1	3	4							22
Sex Offense	0	0	2	0	1	2							5
Child Abuse	2	0	0	0	0	0							2
Narcotic Violations	2	1	1	1	2	0							7
Other Felonies	2	5	3	2	1	3							16
Other Misdemeanors	17	16	12	8	8	7							68
Totals	**33**	**31**	**28**	**19**	**20**	**23**	**0**	**0**	**0**	**0**	**0**	**0**	**154**

Other Statistics:

Incident Reports	24	25	29	26	24	25							153
Traffic Collision- Fatal	0	0	0	0	0	0							0
Traffic Collision- Injury	1	1	2	2	4	3							13
Traffic Collision- No Injury	6	5	4	2	3	8							28
Total	**31**	**31**	**35**	**30**	**31**	**36**	**0**	**0**	**0**	**0**	**0**	**0**	**194**
Calls for Service	**690**	**773**	**782**	**693**	**684**	**659**							**4281**

Arrests

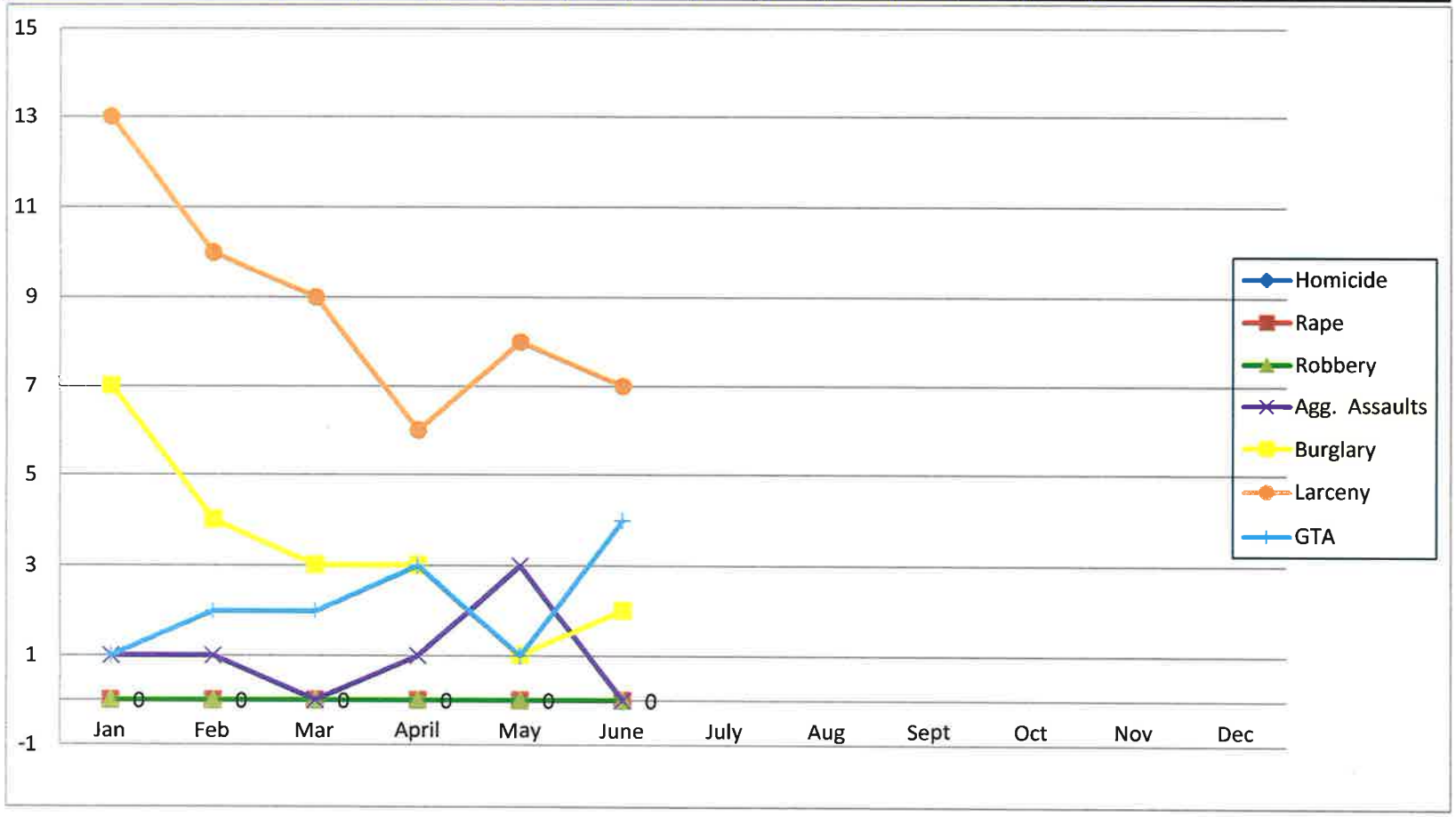
Felony Adults	10	2	6	3	9	2							32
Misdemeanor Adults	7	7	7	7	6	7							41
Felony Juveniles	2	2	0	0	0	0							4
Misdemeanor Juveniles	0	1	0	0	0	0							1
Total	**19**	**12**	**13**	**10**	**15**	**9**	**0**	**0**	**0**	**0**	**0**	**0**	**78**

Traffic Citation Total	**19**	**30**	**40**	**3**	**15**	**14**							**121**
Motorcycle Hours	**2**	**98**	**80**	**0**	**0**	**0**							**180**

Volunteer Hours:													
Public Safety Volunteer	15.5	20.5	28	0	0	8							**72.0**
Police Intern	0	15.0	132	96	0	0							**243**
Total	**15.5**	**36.0**	**160**	**96**	**0**	**0**							**307.5**
Total Facebook Likes	**4776**	**4786**	**4834**	**4856**	**4861**	**5059**							
Total Twitter Followers	**109**	**112**	**116**	**120**	**132**	**142**							
Total App Subcribers	**1212**	**1216**	**1221**	**1229**	**1232**	**1234**							

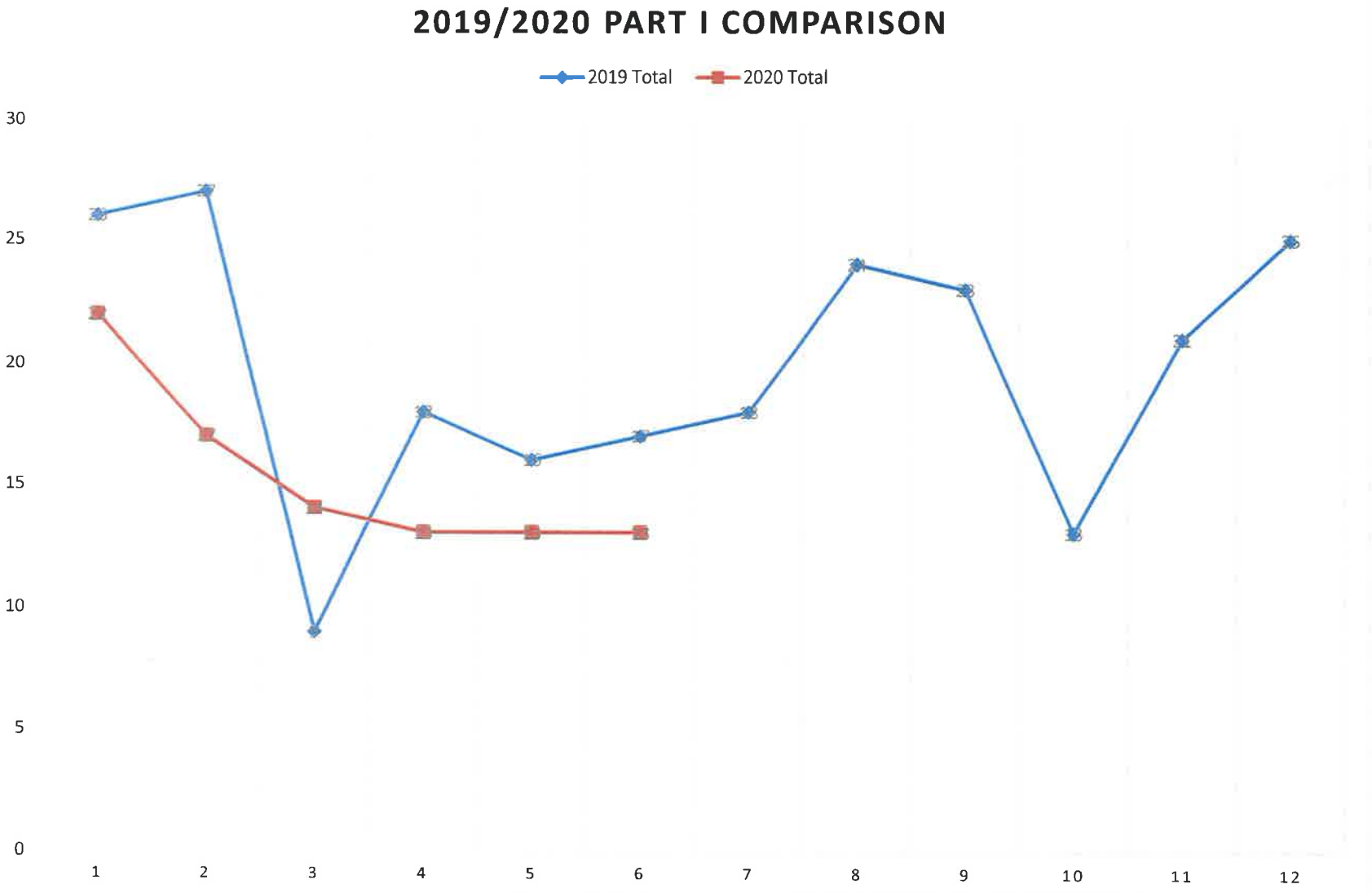
Kingsburg Police Department
2020 Part I Crimes

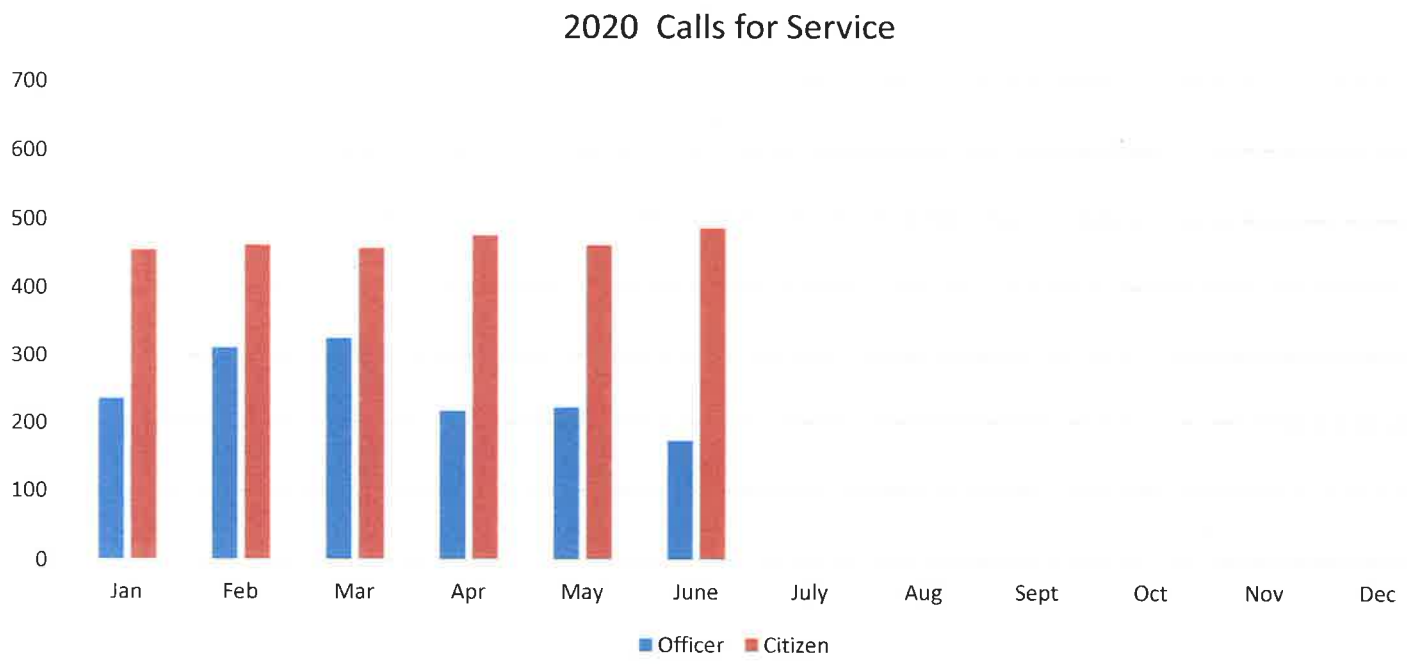
Part I Crimes	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Monthly % Change
Homicide	0	0	0	0	0	0							0	0%
Rape	0	0	0	0	0	0							0	0%
Robbery	0	0	0	0	0	0							0	0%
Agg. Assaults	1	1	0	1	3	0							6	-100%
Burglary	7	4	3	3	1	2							20	100%
Larceny	13	10	9	6	8	7							53	-13%
GTA	1	2	2	3	1	4							13	300%
2020 Total	**22**	**17**	**14**	**13**	**13**	**13**	**0**	**0**	**0**	**0**	**0**	**0**	**92**	**0%**



Kingsburg Police Department
2020 Part I Crimes

Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	2019-2020
2019 Total	26	27	9	18	16	17	18	24	23	13	21	25	96	%Change
2020 Total	22	17	14	13	13	13							92	-4.00%



Kingsburg Police Department
2020
Calls for Service

Initiated	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Monthly %
Officer	235	311	325	217	222	173	0	0	0	0	0	0	1483	-22%
Citizen	455	462	457	476	462	486	0	0	0	0	0	0	2798	5%
TOTAL	690	773	782	693	684	659	0	0	0	0	0	0	4281	-4%
Average Calls per Day	22	27	25	23	22	22