



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Roy Rodriguez, Council Member

Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member

WEDNESDAY, JUNE 9, 2021 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

LIVE MEETING

(TELECONFERENCE - CALL 888-204-5987 - ACCESS CODE 8166599#)

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Consent Calendar

1. City Council Minutes May 26, 2021

D. Administration

City Engineer

2. **SUBJECT:** Monthly update report on City Projects Presented by City Engineer Alfonso Manrique.

Recommendation: Informational item Only

3. **SUBJECT:** Approval of Proposition 218 Notice to Property Owners

Recommendation: Staff recommends Council to adopt Resolution No. 2021-22 approving Proposition 218 public notice of proposed increase in water and sewer rates Authorizing the Interim City Manager to mail the Public Notice to Customers and Property Owners, and schedule a Public Hearing for August 11, 2021 to allow Public Testimony and Discussion regarding the proposed water and sewer rate increase

4. **SUBJECT:** Julia Lopez Child Care Center Proposed Kitchen Remodel Project

Recommendation: Staff is requesting direction from City Council regarding a request made by Target Eight Advisory Council, to pay for the kitchen remodel at the Julia A. Lopez Child Development Center

5. **SUBJECT:** Level 1 Water Supply Shortage

Recommendation: Staff recommends Council to reinstate the Level 1 Water Supply Shortage pursuant to Chapter 13.17 of the Orange Cove Municipal Code and authorize the Interim City Manager to prepare and mail out a Water Conservation Notice to all residents of Orange Cove

Chief of Police:

6. **SUBJECT:** Monthly Activity Report by Police Chief Marty Rivera

Recommendation: Informational Item Only

7. **SUBJECT:** Purchase of Cameras

Recommendation: Council to consider approving the installation of the cameras at the two (2) intersections Anchor and Park and Anchor and South Avenues total cost \$64,158.93

Public Works Department

8. **SUBJECT:** Monthly update report on Public Works Department by Interim Public Works Superintendent Andy Valencia

Recommendation: Informational Item Only

Planning Department

9. **SUBJECT:** Monthly update report on City Planning Items Presented by Planner Shun Patlan

Recommendation: Informational Item Only

Events Committee

10. **SUBJECT:** Presentation by David Lopez, Events Committee Member, regarding the Budget for Independence Day Celebration scheduled on July 2, 2021

Recommendation: Council to review and discuss the budget for the Independence Day Celebration scheduled on July 2, 2021

Interim City Manager:

11. **SUBJECT:** Subrecipient Agreement with Self Help Enterprises

Recommendation: Council to approve the Subrecipient Agreement with Self Help Enterprises to Administer and implement the CDBG grant for Homebuyer Assistance and Housing Rehabilitation Programs for the City of Orange Cove

12. **SUBJECT:** Financial Update

Recommendation: Informational Item Only

13. **SUBJECT:** COVID-19 Mortgage and Utility Assistance Program/Small Business Assistance Program

Recommendation: Informational Item Only

E. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments.

F. City Manager's Report

G. City Attorney's Report

H. City Council Communications

I. Closed Session:

14. Performance Evaluation pursuant to Government Code Section 54957
Title: City Engineer

15. Performance Evaluation pursuant to Government Code Section 54957
Title: City Manager

J. Reconvene City Council Meeting:

K. Adjournment

ADA Notice: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 214. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.

Documents: 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 front counter at City Hall and at the Orange Cove Library located at 815 Park Blvd., Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at cityoforange Cove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

ENFORCEMENT OF DECORUM RULES (Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the city council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the mayor if the majority of the Council believes the mayor or other presiding officer is not applying the rules of decorum appropriately.



MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Roy Rodriguez, Council Member

Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member

WEDNESDAY, MAY 26, 2021 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

LIVE MEETING

TELECONFERENCE

(CALL 888-204-5987 ACCESS CODE 8166599#)

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Victor P. Lopez
Mayor Pro Tem Diana Guerra Silva
Councilmember Roy Rodriguez
Councilmember Josie Cervantes
Councilmember Esperanza Rodriguez

STAFF PRESENT: Financial Consultant/Interim City Manager Rudy Hernandez
City Attorney Dan McCloskey
Chief of Police, Marty Rivera
City Clerk June V. Bracamontes

Invocation: Mayor Pro Tem Silva

Flag Salute: Mayor Lopez

B. Confirmation of Agenda

No changes

C. Consent Calendar

1. City Warrants for April 2021
2. City Council Minutes of May 12, 2021
3. Apostolic Faith Tabernacle #1 and #2 Property Permission Use and Sale of Fireworks

Mayor Pro Tem Silva had a question about the warrants Check# 047116 amount \$995.00

Interim City Manager stated the check is for petty cash.

D. Administration

City Engineer

4. **SUBJECT:** Police Station Parking Lot Reconstruction Project

Recommendation: Council to consider adopting Resolution No. 2021-21 Awarding Bid for the Police Station Parking Lot Reconstruction Project to Terra West Constructions, Inc for \$62,980 and Authorizing Interim City Manager to sign the agreement on behalf of the City of Orange Cove

Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved Resolution No. 2021-21 Awarding Bid for the Police Station Parking Lot Reconstruction Project to Terra West Constructions, Inc for \$62,980 and Authorizing Interim City Manager to sign the agreement on behalf of the City of Orange Cove

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Absent: None
Abstain: None

Interim City Manager:

5. **SUBJECT:** Presentation by Veronica Barragan – Home Loan Specialist with Kings Mortgage regarding the Market for Home Buyers/Affordable Housing

Recommendation: Information Only

Mrs. Veronica Barragan Home Loan Specialist with Kings Mortgage presented to Council the Market for Home Buyers and Affordable Housing in the Orange Cove area. She explained the following

- Before COVID the Real Estate Market was strong,
- Due to the COVID there is an -uncertainty of economics. Interest rates has dropped and new home builders supply is limited and lumber cost has gone up. Shortage of labor force.
- Prices on Homes have gone up
- The 5 homes being built in Orange Cove by Yanez start at \$298,000
- Explained First Time Home Buyers
- USDA has a loan with zero down at 2.5% rates; 502; single family. Example zero down with a closing cost of \$3500 payments will be \$1649 a month
- The newer homes come with paid solar and energy efficient due to code level

Interim City Manager, Rudy Hernandez presented to Council that the city has \$132,000 available in the BEGIN Program and working with Self Help. These monies can be used to help the home buyers if Council wishes to use these funds.

6. SUBJECT: Meeting request by Supervisor Buddy Mendes

Recommendation: Mayor and Council to consider the meeting request by Supervisor Buddy Mendes update on the potential drought conditions as well as other topics of mutual interest.

Interim City Manager Rudy Hernandez stated that Supervisor Buddy Mendes would like to meet with Council the first week of June.

Council agreed to meet with Supervisor Mendes any day next week at 6:30 p.m.

7. SUBJECT: Senate Bill 599 (Hurtado)

Recommendation: Letter of Support for SB 559 (Hurtado) Repair and Restore State Water Project and Central Valley Project Infrastructure

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the Letter of Support for SB 559 as presented.

Yes:	Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No:	None
Absent:	None
Abstain:	None

8. SUBJECT: Financial Updates

Recommendation: Information Only

Interim City Manager Rudy Hernandez presented to Council the following items:

- American Rescue Plan Act Financial Grant - \$1,933,967 (Update)
- Newsletter
- 4th of July Independence Day Celebration Budget

9. **SUBJECT:** Approval of Grant Writing Services with Susan Long to write COPS Grant for FY 2020-21 for \$3,750

Recommendation: Council to approve the grant writing services with Susan Long to write the COPS grant

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the grant writing services with Susan Long to write the COPS Grant as presented.

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Absent: None
Abstain: None

10. **SUBJECT:** Discontinuance No Water Shut Off Policy

Recommendation: Council to approve the discontinuance of the no water shut off policy

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Rodriguez, Council approved the discontinuance of the no water shut off policy.

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Absent: None
Abstain: None

E. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments.

Mr. Manuel Ferreira presented to Council the following concerns:

- Skate Park Rules: Need to place Rules and Hours of Operation
- Bicycles and Beer/Liquor are in the park
- On the corner of 9th and C Street a King Size Mattress on sidewalk for months
- Ask about the status of the Grant for the Park (Still pending)
- American Legion sold building to the Presbyterian Church
- Water Restrictions
- Homeless on 2nd and Park living in the Last Chance Building

F. City Manager's Report

No report

G. City Attorney's Report

No report

H. City Council Communications

No report

I. Closed Session

11. Performance Evaluation pursuant to Government Code Section 54957
Title: City Engineer

J. Reconvene City Council Meeting

Mayor Lopez reconvene City Council Meeting at 8:20 p.m. and no reportable action taken in Closed Session

K. Adjournment

Mayor Lopez adjourned the Council Meeting at 8:20 p.m.

PRESENTED TO COUNCIL:

DATE: _____

ACTION: _____

ENGINEER'S REPORT

TO: CITY COUNCIL

FROM: ALFONSO MANRIQUE, PE
AM CONSULTING ENGINEERS, INC.

SUBJECT: CITY ENGINEERS REPORT – PROJECT PROGRESS UPDATE

DATE: JUNE 9, 2021

This Engineer's Report provides an update on the progress made on the various projects since May 12, 2021, that we are currently working on:

1. FHWA Projects

a. Adams Avenue Reconstruction Between Center Avenue to 4th Street

AJ Excavation has not made the effort to complete the roadway repairs by the original deadline of May 1st. Staff has obtained quotes from other contractors to complete this work and will be deducting the total amount of this from the amount that has been withheld from AJ Excavation. The quotes are expected to be received by the start of the City Council meeting and will be presented to Council.

b. CMAQ Alley Paving Project

Staff has completed the plans and technical specification. Per Caltrans requirements, staff is proceeding with the preparation of Preliminary Environmental Study (PES). Once the PES has been approved by Caltrans, staff will prepare and submit the Request for Authorization to Caltrans to begin construction. Staff estimates that the project will go out to bid in the fall or winter and construction will likely begin in spring of 2022.

2. Water Enterprise

a. Raw Water Traveling Water Screen

This project is currently under construction. The Contractor has installed the electrical conduits and new turnout structure. Contractor will be offsite until the installation of the traveling screen begins the week of June 7th. The Contractor estimates that the project will be complete by June 25th.

3. EDA Off-site Improvements at Northwest Corner of Park Blvd and Anchor Ave

Staff is currently finalizing the plans and technical specification to incorporate comments received by the Public Works Department. Staff estimates that the plans will be 100 percent complete by the end of the month and that the project will be ready to go out to bid in July. Construction of the project is estimated to begin in September.

4. Police Station Parking Lot Improvements Project

This project was awarded to Terra West Construction at the May 26th City Council meeting. The public works agreement was mailed to Terra West on May 28th, and they are currently collecting the required insurance and performance and payment bond. Once staff has received the signed Agreements and required documents, a pre-construction meeting will be scheduled at City Hall.

5. Library Rapid Flashing Beacon Project

The plans for this project are complete and staff has provided a set to the Public Works Department to review. Following their review, staff will make any necessary revisions and put the project out to bid.

6. Eaton Park Playground

Staff has prepared a site plan that addresses the improvements needed to the play structure and playground area. The site plan has been provided to local contractor who have experience with this type of work. The quotes are expected to be received by the start of the City Council meeting and will be presented to Council.

7. Amaya Village Apartment Complex and AHSC Grant

On May 4th, Staff provided the contractor with an authorization letter to proceed to extraction of water from the stormwater basin in order to clean out the on-site drainage lines at the project site. This issue has been resolved and the contractor successfully performed all work while following the City's conditions. The building inspector has issued the temporary certificate of occupancy and the construction of the project should be complete by the end of the week.

For the offsite improvement that are to be constructed with funds from the Affordable Housing Sustainable Communities (AHSC) Grant, staff is currently preparing the plans and technical specification for the construction of 20,804 linear feet of Class II bike lanes, 5,412 LF of pedestrian sidewalk with concrete curb, and new bus station outside the Adventist Health Medical Office. These improvements include pedestrian sidewalk with concrete curb outside of the Amaya Village Apartment Complex, the Adventist Health Medical Office, and Dollar Tree. Streetlights will also be installed along Sumner Avenue/Park Boulevard.



**PROPOSITION 218 NOTIFICATION
PUBLIC NOTICE OF PROPOSED INCREASE
IN WATER AND SEWER RATES**

NOTICE IS HEREBY GIVEN that on **Wednesday, August 11, 2021**, at 6:30PM, a public hearing will be conducted in the City Council Chambers at 633 6th Street, Orange Cove, CA 93646.

This will be a Public Hearing before the City Council to allow public testimony and discussion of a proposed water and sewer rate increases described below. The City Council will take written and oral comments, and will consider all written protests against the proposed charges, determine if a majority protest exists, and consider resolutions to adopt the water rate charges. If adopted, the new water rates will become effective on October 1, 2021.

Written protests must be filed with the City of Orange Cove City Clerk, June Bracamontes. Written protests may be hand delivered or mailed to June Bracamontes, Orange Cove City Clerk, at 633 6th Street, Orange Cove, CA 93646. To be valid, written protests must state opposition to the proposed water rate increase, identify the Parcel (by assessor's parcel number or street address), and include the original signature of the record service customer or property owner. A written protest may be submitted up to the conclusion of the public testimony at the public hearing.

BACKGROUND

On May 12, 2021, the Orange Cove City Council approved a new Water and Wastewater Rate Study Report (2021 Rate Study) prepared by Tuckfield and Associates. The 2021 Rate Study analyzed the adequacy of revenues to meet projected expenditures of the water and wastewater enterprise fund (enterprise funds) to determine whether the enterprise funds would be adequate to cover recurring operating and maintenance costs as well as needed capital costs while supporting debt service obligations through Fiscal Year 2025-26. The recommendation of the 2012 WRS is to implement new water and sewer rates for the next five years (i.e. through Fiscal Year 2025-26).

The 2021 Rate Study provides explanation and justification of proposed water rates. 2021 Rate Study reviews the enterprise fund's historical revenues and expenses and projects future year revenue requirements to be collected through water and wastewater sales.

The 2021 Rate Study is available for review at the Orange Cove City Hall at 633 6th Street, Orange Cove, CA 93646 between 8:00 a.m. and 5:00 p.m., Monday through Friday. City staff can assist you with answering any questions about your water bill. If you have questions or need additional

information, please contact the Interim City Manager at (559) 626-4488 or e-mail rudy@cityoforange Cove.com.

WHY IS A WATER RATE INCREASE NEEDED?

The City is required by State law to collect revenues sufficient to cover the costs of operating the water and wastewater systems. These revenues allow the City to safely and reliably deliver water to the residents and business of Orange Cove. Costs that must be recovered through rate revenues include utilities, equipment and supplies, treatment chemicals, salaries and benefits of City staff assigned to the operation of the water and wastewater systems. In addition, revenue generated from water and wastewater rates is used to pay for capital improvements such as new treatment equipment and replacement of water and sewer pipes. Revenues are also used to pay off debt and to replace equipment such as water meters.

Under the current water rates, future revenues will be insufficient to continue operating the water system. Therefore, a water rate increase is needed to generate revenues greater than operating expenses, depreciation and operating reserves.

PROPOSED WATER RATE MODIFICATIONS

The recently adopted Rate Study provides a detailed analysis and justification for the proposed rates. The following are the proposed modifications to the current rates:

- 1) **Revised Water Rate Structure** – The City's current water rate structure consists of a monthly fixed and variable charges to residential and nonresidential customers. Residential customers are charged the same fixed charge monthly, while commercial and industrial customers are charged a monthly fixed charge that increases with their meter size. The Rate Study recommends that the City implement a three-tiered variable rate structure for customers classified as single-family residential. Under this variable rate structure, single-family residential customers would be charged for water consumption based on the following tiers: Tier 1 - 0 to 8 KGAL; Tier 2 – 8 KGAL to 21 KGAL; Tier 3 – Over 21 KGAL. For commercial and industrial users, the Rate Study recommends that these classifications have a uniform volume rate structure, meaning there are no tiers, and all consumption is charged at the same rate in dollars per thousand gallons (\$/KGAL). In addition to the variable consumption charge, all customers would be charged a separate fixed monthly charge according to their meter size.
- 2) **Revised Sewer Rate Structure** – The City's current sewer rate structure consists of a fixed charge per month for residential customers, while commercial customers are charged a fixed charge that increases based on their meter size. The Rate Study recommends that this fixed charge be modified such that all customers are charged for sewer service based on their meter size. Additionally, a variable charge will be implemented for both residential and commercial customers based on their total monthly water consumption.

PROPOSED WATER RATES

The following table shows the proposed fixed and variable water rates through FY 2025-26:

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Fixed Charge for All Customers (\$ per month by meter size)					

5/8"	\$16.33	\$17.20	\$18.11	\$19.00	\$20.08
3/4"	\$17.57	\$18.50	\$19.48	\$20.51	\$21.60
1"	\$21.30	\$22.43	\$23.62	\$24.87	\$26.19
1.5"	\$26.27	\$27.66	\$29.13	\$30.67	\$32.30
2"	\$39.93	\$42.05	\$44.28	\$46.63	\$49.10
3"	\$140.53	\$147.90	\$155.82	\$164.08	\$172.78
4"	\$177.79	\$187.21	\$197.13	\$207.58	\$218.58
6"	\$264.73	\$278.76	\$293.53	\$309.09	\$325.47
Variable Charge (\$ per 1,000 gallons)					
Residential					
Tier 1 - 0 to 8,000 gallons	\$2.39	\$2.52	\$2.65	\$2.79	\$2.94
Tier 2 - 8,000 to 21,000 gallons	\$2.72	\$2.86	\$3.01	\$3.17	\$3.34
Tier 3 - Over 21,000 gallons	\$5.67	\$5.97	\$6.29	\$6.62	\$6.97
Commercial & Industrial					
All Consumption	\$3.08	\$3.24	\$3.41	\$3.59	\$3.78
Irrigation					
All Consumption	\$3.72	\$3.92	\$4.13	\$4.35	\$4.58

PROPOSED SEWER RATES

The following table shows the proposed fixed and variable sewer rates through FY 2025-26:

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Fixed Charge for All Customers (\$ per month by meter size)					
5/8"	\$24.24	\$24.77	\$25.32	\$25.88	\$26.44
3/4"	\$31.41	\$32.10	\$32.81	\$33.53	\$34.27
1"	\$45.75	\$46.76	\$47.79	\$48.84	\$49.91
1.5"	\$81.62	\$83.42	\$85.25	\$87.13	\$89.04
2"	\$124.66	\$127.40	\$130.21	\$133.07	\$136.00
3"	\$239.42	\$244.69	\$250.07	\$255.57	\$261.19
4"	\$368.53	\$376.64	\$384.92	\$393.39	\$402.05
6"	\$870.63	\$889.78	\$909.36	\$929.37	\$949.81
Variable Charge (\$ per 1,000 gallons)					
Residential					
All Consumption	\$1.33	\$1.36	\$1.39	\$1.42	\$1.45
Commercial & Industrial					
All Consumption	\$2.67	\$2.73	\$2.79	\$2.85	\$2.91

EFFECT OF PROPOSED WATER RATE INCREASES ON A TYPICAL MONTHLY BILL

The following table shows that a residential home with a 5/8-inch meter averaging 12 KGAL per month currently would pay \$52.95 per month. Under the new rate structure that customer would pay \$48.97 in FY 2021-22. A commercial customer with a 1" meter using 24 KGAL per month currently would pay \$116.70 per month. Under the new rate structure that customer would pay \$95.22 in FY 2021-22. The primary reasons for the annual increase in water bills are to fully fund increased operations and maintenance costs of the water system.

Customer Type	Avg. Month Use (in KGAL)	Current	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Single Family Home (5/8" Meter)	12	\$52.95	\$48.97	\$51.52	\$54.23	\$57.04	\$60.16
Commercial (Retail/Office with 1" Meter)	24	\$116.70	\$95.22	\$100.19	\$105.46	\$111.03	\$116.91
Large Industrial (4" Meter)	110	\$564.05	\$516.59	\$543.61	\$572.23	\$602.48	\$634.38

EFFECT OF PROPOSED SEWER RATE INCREASES ON A TYPICAL MONTHLY BILL

The following table shows that a residential home with a 5/8-inch meter averaging 12 KGAL per month currently would pay \$42.24 per month. Under the new rate structure that customer would pay \$40.20 in FY 2021-22. A commercial customer with a 1" meter using 24 KGAL per month currently would pay \$89.01 per month. Under the new rate structure that customer would pay \$109.83 in FY 2021-22. The primary reasons for the annual increase in sewer bills are to fully funding increased operations and maintenance costs of the wastewater system.

Customer Type	Avg. Month Use (in KGAL)	Current	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Single Family Home (5/8" Meter)	12	\$42.24	\$40.20	\$41.09	\$42.00	\$42.92	\$43.84
Commercial (Retail/Office with 1" Meter)	24	\$89.01	\$109.83	\$112.28	\$114.75	\$117.24	\$119.75
Large Industrial (4" Meter)	110	\$488.66	\$662.23	\$676.94	\$691.82	\$706.89	\$722.15

City of Orange Cove
633 6th Street
Orange Cove, CA 93646

STAMP

ADDRESS

Important information regarding your water bill

NOTICE OF PUBLIC HEARING

DATE: August 11, 2021

Time: 6:30 pm

**CITY OF ORANGE COVE
COUNCIL CHAMBERS
633 6TH STREET
ORANGE COVE, CA 93646**

On Wednesday, August 11, 2021, at or after 6:30 PM, the City of Orange Cove will hold a public hearing to consider the proposed increases to water and sewer service charges as described in this notice.

HOW TO PROTEST THE PROPOSED THE RATE INCREASES

All owners and tenants of property receiving water and sewer service are invited to attend the Public Hearing and be heard about proposed increases to the service charges for water and sewer service. An owner or tenant of property receiving City water service may protest the proposed increased service charges by submitting a written protest by mail or in person to June Bracamontes, Orange Cove City Clerk, at 633 6th Street, Orange Cove, CA 93646. Written protests must be received (not postmarked) by the City before or during the public hearing. Any protest submitted by e-mail or other electronic means will not be accepted. The protest must be signed by the property owner or tenant(s) and must include the assessor's parcel number(s) or street address(es) of all property(ies) serviced. Only one written protest per identified parcel or property will be counted for purposes of determining whether there is a majority protest.

Cost data regarding the proposed increased charges is available for review during business hours at the Orange Cove City Hall at 633 6th Street, Orange Cove, CA 93646. For questions call (559) 626-4488.

RESOLUTION NO. 2021-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
APPROVING THE PROPOSITION 218 PUBLIC NOTICE OF PROPOSED INCREASE IN
WATER AND SEWER RATES, AUTHORIZING THE INTERIM CITY MANAGER TO
MAIL THE PUBLIC NOTICE TO CUSTOMERS AND PROPERTY OWNERS, AND
SCHEDULING A PUBLIC HEARING FOR AUGUST 11, 2021, TO ALLOW PUBLIC
TESTIMONY AND DISCUSSION REGARDING THE PROPOSED WATER AND SEWER
RATE INCREASE

WHEREAS, the City of Orange Cove's (City) water and sewer customers depend on the City to deliver a high quality and reliable water and sewer service for a variety of community needs including indoor use, outside irrigation, and fire protection; and

WHEREAS, water and sewer rates pay for ongoing operation, maintenance, repair, and improvements of the City's water and wastewater systems; and

WHEREAS, the Water and Wastewater Rate Study Report (Rate Study) prepared by Tuckfield and Associates recommends implementing new water and sewer rates through Fiscal Year 2025-26 to cover projected operating and maintenance costs, capital improvement cost, and debt service obligations for the water and wastewater enterprise funds; and

WHEREAS, in compliance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City must notify all property owners and tenants of the proposed water and sewer rate increase and the date of the Public Hearing.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove, California, as follows:

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The City Council hereby approves the attached Public Notice of Proposed Increase in Water and Sewer Rates
3. The Interim City Manager is authorized to mail the Public Notice to customers and property owners in compliance with the requirements of Proposition 218 and California State Law,
4. The Interim City Manager is authorized to schedule a Public Hearing for August 11, 2021, to allow public testimony and discussion regarding the proposed water and sewer rate increases.
5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on June 9, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor


ATTEST:

June Bracamontes, City Clerk



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer 

Subject: Approval of Proposition 218 Public Notice of Proposed Increase in Water and Sewer Rates

Attachments: Resolution No. 2021-22
Exhibit A - Public Notice of Proposed Increase in Water and Sewer Rates

RECOMMENDATION:

Staff recommends that City Council adopt the attached Resolution approving the Proposition 218 public notice of proposed increase in water and sewer rates, authorize the Interim City Manager to mail the notice to customers and property owners in compliance with the requirements of Proposition 218 and California State Law, and schedule a Public Hearing for August 11, 2021, to allow public testimony and discussion regarding the proposed water and sewer rate increases.

BACKGROUND:

On May 12, 2021, City Council approved a new Water and Wastewater Rate Study Report (Rate Study) prepared by Tuckfield and Associates. The Rate Study analyzed the adequacy of revenues to meet projected expenditures of the water and wastewater enterprise fund (funds) to determine whether the funds would be adequate to cover recurring operating and maintenance costs as well as needed capital costs while supporting debt service obligations through Fiscal Year (FY) 2025-26. The recommendation of the 2021 Rate Study is to implement new water and sewer rates for the next five years, through FY 2025-26.

Proposition 218 requires that the City provide all properties receiving service for which fee is

Prepared by: AM Consulting Engineers

Approved by: Alfonso Manrique

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

charged to be given a minimum of 45 days written notice prior to City Council holding a public hearing on the proposed rate increase. All property owners and tenants can protest the proposed rate increase until the close of the public hearing. If a majority of the parcels file written protests with the City prior to the close of the public hearing, Proposition 218 states that the City cannot implement the proposed increase. If a majority of the parcels do not protest the proposed increase, the Council has the authority to implement the proposed rate increase.

Prior to adopting the proposed water and sewer rates, the City must comply with the requirements of Proposition 218 by completing the following:

- Mail notice and information regarding the proposed rates to every property owner that receives water and sewer service from the City.
- Conduct a Public Hearing regarding the proposed rates at least 45 days after the notice is mailed to property owners and tenants.
- Identify in the notice the date, time, and location of the Public Hearing.
- Include in the notice a location where property owners can send in written protests and how the written protests must be submitted.
- City Council must reject the proposed rate increase if written protests are presented by a majority of the affected property owners and tenants.
- At the Public Hearing, City Council must consider all protests to the proposed rate increase.

FISCAL IMPACT:


There is no fiscal impact associated with the adoption of the attached Resolution.

CONFLICT OF INTEREST:

None.



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Alfonso Manrique, City Engineer 
Subject: Direction from City Council Regarding the Julia Lopez Child Development Center Proposed Kitchen Remodel Project
Attachments: Facilities Use and Maintenance Agreement

RECOMMENDATION:

Staff is requesting direction from City Council regarding a request made by Target Eight Advisory Council, Inc. to pay for the kitchen remodel at the Julia Lopez Child Development Center.

BACKGROUND:

On August 8, 2018, the City Council approved an Agreement between the City and Target Eight Advisory Council, Inc. (TEAC) for Child Services and Facility Use and Maintenances of the Julia Lopez Child Development Center (Center). According to Section 1.6, the City is responsible for delivering the property to TEAC in the condition set forth in Recital D of the Agreement, which states that the building and grounds must be in compliance with California Department of Education requirements and with California Department of Social Services Community Care Licensing requirements under Title 5 and Title 22 prior to the first day of operation of the Child Care Center. Section 1.6 goes on to state that that "all maintenance and repairs, ordinary and extraordinary, of the property, shall be the responsibility of the TEAC" except for the following:

1. The roof, outside walls and other structural part of the building, and the fence;
2. The parking lot, driveways, sidewalks, and handicap ramps;
3. Sewer and water pipes, and any plumbing problems related to the pipes which are concealed within the walls and floors;
4. Electrical wiring which are concealed within the walls, floors and ceiling;

Prepared by: AM Consulting Engineers

Approved by: Alfonso Manrique

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ NO ACTION

____ Consent
____ Info Item
☒ Action Item
____ Department Report
____ Redevelopment Agency

____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

5. Air conditioning and heating systems;
6. Repairs that are within City staff's skill sets;
7. Filling of the sandbox as deemed necessary;
8. Lawn services.

The City has received a request from the TEAC for the City to pay for all cost associated with the repairs of the Center's kitchen. TEAF has received two quotes for this work. The quotes range from \$20,282.18 to \$44,205.00

After reviewing the Agreement, the City's Legal Counsel has determined that the proposed kitchen remodel is not the responsibility of the City since it is not included in the specific eight items listed in the Agreement and that all other maintenance or remodeling/construction is the responsibility of the TEAC.

The City Council is being asked by TEAC to pay for the kitchen remodel. Options available to City Council include:

1. The City Council can make the decision to not pay for any costs associated with the kitchen remodel, and all costs associated with this project will be the responsibility of the TEAC.
2. The City can make the decision to reimburse the TEAC for the total amount of for the kitchen remodel, which is to be determined by TEAC.
3. The City Council can make the decision to reimburse the TEAC up to a specified amount as determined by City Council.

FISCAL IMPACT:

The fiscal impact will be based on the decision made by City Council. If City Council decides to cover all costs associated with the kitchen remodel project, the City will use funds from the General Fund to cover the costs.

CONFLICT OF INTEREST:

None.

**FACILITIES USE AND MAINTENANCE AGREEMENT
BETWEEN
CITY OF ORANGE COVE AND TARGET EIGHT ADVISORY COUNCIL INC.**

This Facilities Use and Maintenance Agreement (hereinafter also referred to as "AGREEMENT") is made on July 1, 2018 by and between Target Eight Advisory Council Inc. (hereinafter referred to as "TEAC"), and City of Orange Cove, a municipal corporation (hereinafter referred to as "CITY").

RECITALS

A. CITY owns real PROPERTY commonly known as the Julia Lopez Child Development Center which is located at 1300 South Avenue, Orange Cove, California 93646 (hereinafter "PROPERTY").

B. CITY has received a funding commitment from the California Department of Education, California State Preschool Program to fund child development. The parties have entered an AGREEMENT relating to the operation of a child care facility to provide said child development services. That AGREEMENT to operate a child care facility is referred to herein as "SUBCONTRACT."

C. The parties wish to use PROPERTY as a child development center as required under the terms and conditions of the SUBCONTRACT referenced above.

D. TEAC would like to use PROPERTY to conduct its operations under the referenced SUBCONTRACT. CITY agrees to be responsible for the building and grounds being in compliance with California Department of Education requirements and with CDSS Community Care Licensing requirements under Title 5 and Title 22 prior to the first day of operation of the Julia Lopez Child Development Center.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals which are part of this AGREEMENT and in consideration of the mutual obligations agreed to by the parties herein, CITY and TEAC agree as follows:

1. Use of PROPERTY

1.1 Purpose This PROPERTY shall be used solely for a child development center as required under the terms and conditions of the SUBCONTRACT between the parties referenced in Recital B above. TEAC covenants to use PROPERTY solely for the purpose and use specified in this AGREEMENT.

1.2 Term. The term of this AGREEMENT shall be for a period of one year from July 1, 2018 to June 30, 2020. The AGREEMENT may also be extended for an additional period by mutual written AGREEMENT of the parties unless sooner terminated pursuant to the terms of this AGREEMENT. It is contemplated by the parties that if CITY obtains another contract for CPSS from the California Department of Education and if CITY and TEAC enter a new subcontract for day care services as set forth in Recital B above, the parties will extend this AGREEMENT for an additional period.

1.3 Payment. TEAC shall pay and CITY agrees to accept Two Thousand Nine Hundred Sixty-Eight Dollars (\$2,968.00) per month for use and maintenance of PROPERTY as set forth in this AGREEMENT. Payment shall be due in advance on the first day of each month during the term of the AGREEMENT.

1.4 Utilities. TEAC will be responsible for the cost of garbage, recycling, water, telephone services, internet and sewage and agrees to pay all gas and electrical service charges directly to Pacific Gas and Electric.

1.5 Improvements. It is understood that if TEAC wishes to construct any improvements on PROPERTY that may be necessary to further the permitted use of PROPERTY under this AGREEMENT, TEAC shall adhere to all CITY, State and Federal laws regarding construction of the improvements and agrees to obtain all necessary permits to construct said improvements. CITY shall not be responsible for any costs of the improvements. TEAC may locate upon the PROPERTY trade fixtures and equipment as may be necessary in pursuit of its permitted use of the PROPERTY and shall be responsible for all required permits/approvals including any all costs, expense and risk. TEAC shall be responsible for any damage to the PROPERTY caused in installation and operation of improvements, fixtures and equipment.

1.6 Maintenance and Taxes. CITY agrees to deliver the PROPERTY to TEAC in the condition set forth in Recital D above so that TEAC may commence its use of PROPERTY. Thereafter, all maintenance and repair, ordinary or extraordinary, of the PROPERTY, shall be the responsibility of the TEAC except as is set forth in this Section. TEAC shall be responsible for general lawn care and for watering the lawn.

CITY shall be responsible for the maintenance of each of the following:

1. The roof, outside walls and other structural part of the building; and the fence on the PROPERTY;
2. The parking lot, driveways, sidewalks, and handicap ramps on the PROPERTY;
3. The sewer and water pipes and any plumbing problem which is related to pipes which are concealed within walls or floors, ;

4. Electrical wiring which are concealed within walls, floors, or ceilings;
5. Air conditioning and heating systems;
6. Repairs within CITY staffs skill set; and
7. Filling of sandbox as deemed necessary;
8. Lawn Services

CITY shall be responsible for the real PROPERTY taxes. TEAC shall be responsible for any unsecured taxes, if any, associated with the PROPERTY or the operation thereof as a Child Development Center.

1.7 Compliance with Legal Requirements. TEAC agrees to comply with all applicable laws, ordinances and regulations in connection with its use of PROPERTY. TEAC shall not commit any waste or any public or private nuisance upon the PROPERTY and shall not do anything that will cause damage to the PROPERTY.

1.8 Hold Harmless. CITY shall indemnify, save and hold harmless TEAC, its officials, officers, agents, employees, and volunteers against any and all claims, cause of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to PROPERTY, resulting from negligent acts or omissions of CITY, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In the event of any such claim is made, or suit filed, TEAC shall give CITY prompt written notice thereof, and CITY shall have the right to defend or settle the same.

TEAC shall indemnify, save and hold harmless CITY, its officials, officers, agents, employees, and volunteers against any and all claims, causes of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to PROPERTY, resulting from negligent acts or omissions of TEAC, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In the event any such claim is made, or suit filed, CITY shall give TEAC prompt written notice thereof, and TEAC shall have the right to defend or settle the same.

1.9 Insurance. TEAC agrees to procure and maintain through the term of this AGREEMENT (i) bodily injury liability insurance insuring against any and all liability of TEAC and CITY with respect to the use and maintenance of PROPERTY under this AGREEMENT; and (ii) PROPERTY damage liability insurance with a combined single limit of not less than \$1,000,000.00. All such insurance shall also insure the performance by TEAC of the indemnity requirements under this AGREEMENT to liability for injury to or death of persons and injury to or damage to the PROPERTY. All insurance shall be carried in the joint names of TEAC and the CITY and shall provide that the policy shall not be cancelled or altered without thirty (30) days prior written notice to CITY. TEAC shall furnish to CITY a certificate evidencing such insurance. TEAC's insurance shall be primary coverage. CITY's insurance and self-insurance programs shall be contributory.

CITY shall be responsible for insuring the PROPERTY and the buildings thereon. TEAC shall procure or cause to be procured and maintained, throughout the term of this AGREEMENT, insurance against loss or damage to the content of any structures constituting any part of the PROPERTY by fire and lightning, vandalism, and malicious mischief insurance. TEAC'S insurance shall be in an amount equal to the replacement cost (without deductible clauses for any one loss of not to exceed Five Thousand Dollars (\$5,000.00) of personal PROPERTY located within or on the PROPERTY, (including the contents of the building such as furniture furnishings, equipment and trade fixtures).

1.10 Assignment. No assignment or any interest in this AGREEMENT shall be valid or operative unless CITY shall formally approve the assignee and assignee executes a contract with CITY on the same terms or conditions as the assigned contract. TEAC shall not subcontract without the written consent of CITY.

1.11. Easement. This AGREEMENT is made subject to restrictions and conditions of record, to any and all easements and rights of way, and to any and all outstanding interests in, and rights to, minerals and mineral ores, including but not limited to oil, natural gas, hydrocarbon substances, geothermal steam, brines, and minerals in solution and sand, gravel and aggregates in and underlying the PROPERTY.

1.12 Right of Entry. CITY or its representatives shall upon giving TEAC twenty-four (24) hours' notice of intention to enter during normal working hours (8 a.m. to 5 p.m.), or forty-eight (48) hours' notice of intention to enter outside of normal working hours, have the right to enter the PROPERTY at any time during the term of this AGREEMENT (i) to inspect the PROPERTY; (ii) for any purpose connected to the AGREEMENT; and (iii) for any unlawful purpose.

2. Non Performance and Termination

2.1 Any event of nonperformance of any term , condition, or equivalent in this AGREEMENT by either party that is not cured within 30 days written notice there of shall be an event default. Upon default, the non-defaulting party may, notwithstanding any other available right/remedy elect to terminate this AGREEMENT. The term "nonperformance" as used herein shall also include the inability of TEAC to accomplish the purpose of this AGREEMENT as set forth above including but not limited to, the CITY either not receiving or not accepting the anticipated funding from the California Department of Education or the termination of the SUBCONTRACT.

2.2 Upon expiration or earlier termination of this AGREEMENT, TEAC shall surrender the PROPERTY to CITY in as good a condition and repair as existed on the date of this AGREEMENT, less reasonable wear and tear. The PROPERTY shall be surrendered without delay or hindrance.

3. Mutually Binding Terms.

3.1 Governing Law. Any controversy or claim arising out of, or relating to, this AGREEMENT which cannot be settled without court action shall be litigated either in the appropriate State court for Fresno County, California, or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this AGREEMENT shall be governed in all respects by the laws of the State of California.

3.2 Attorney's Fees. Both parties agree in the event it becomes necessary for the non-breaching party to enforce any of the provisions of this Agreement, the breaching party is to pay a reasonable amount as and for attorney's fees as may be determined by the Court.

3.3 Notice. Any notice or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party to this AGREEMENT by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

CITY

CITY of Orange Cove
633 Sixth Street
Orange Cove, CA 93646
Attention: CITY Manager

TEAC

Target Eight Advisory Council Inc.
555 G Street
Orange Cove, CA 93646
Attention: Hope Rodriguez, Secretary-Treasurer

Either party may change its address for purposes of this section by giving written notice of the change to the other party in the manner provided in this section.

3.4 Entirely –Succession. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the subject matter hereof, superseding all prior negotiations, representations, and contracts, and constitutes the entire AGREEMENT concerning CITY's use of the PROPERTY by TEAC.

3.5 Binding on Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of TEAC unless such assignment has been approved by CITY in writing as providing in this AGREEMENT.


3.6 Authority. All individuals executing this AGREEMENT on behalf of that entity represent that they are authorized to execute and deliver this AGREEMENT on behalf of that entity.

3.7 Sole Agreement. This AGREEMENT constitutes the sole and only AGREEMENT between CITY and TEAC respecting the use of PROPERTY described in this AGREEMENT. Any agreements or representations respecting the lease of said PROPERTY, not expressly set forth in this AGREEMENT are null and void.

(Signatures on next page)

CONTRACTOR:

City of Orange Cove

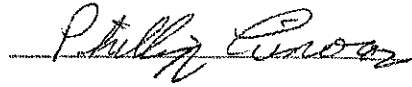


Anthony B. Lopez, Interim City Manager

Date: 8-9-18

SUBCONTRACTOR:

Target Eight Advisory Council Inc.



Phillip Cisneros, Member

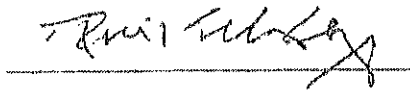
Date: 8-27-18

ATTEST:



June V. Bracamontes, City Clerk

Date: August 14, 2018



Dan McCloskey, City Attorney

**FIRST AMENDMENT TO AGREEMENT
BETWEEN CITY OF ORANGE COVE AND
TARGET EIGHT ADVISORY COUNCIL, INC.**

WHEREAS, the City of Orange Cove ("CITY") and TARGET EIGHT ADVISORY COUNCIL ("TEAC") entered into a Facilities Use and Maintenance Agreement ("Agreement") on the 14th day of August, 2018; and,

WHEREAS, the Agreement provides at Article 1,2 that the Agreement would be extended in the event that the City continued to receive funding from the State of California that provides for the services provided by TEAC and further provided that the parties would amend the Agreement in writing; and

WHEREAS, the Agreement needs to amended to extend the term of the Agreement to expend the funds; and.

WHEREAS, CITY and TEAC desire to amend the Agreement to extend the term,

NOW, THEREFORE, CITY and TEAC, mutually agree as follows:

1. The above recitals are true and correct.
2. Paragraph 1.2 of the Agreement is hereby amended and shall read as follows:

"1.2 Term. The term of this Agreement shall be for a period of four (4) years from July 1, 2020 through June 30, 2024. The term may also be extended for an additional period by mutual written agreement of the parties unless sooner terminated pursuant to the terms of this AGREEMENT. It is contemplated by the parties that if the CITY obtains another contract for CPSS from the California Department of Education and if CITY and TEAC entered into a new subcontract for day care services as set forth in Recital "B" above, the parties will extend this AGREEMENT for an additional period."

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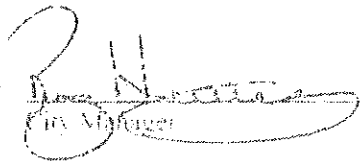
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3. In all other respects the parties confirm and ratify the rest of the Agreement as executed on or about August 14, 2018.

IN WITNESS HEREOF, the parties hereby have caused this Amendment to be executed on the day and year first above written.


CITY OF ORANGE COVE:

TEAC:

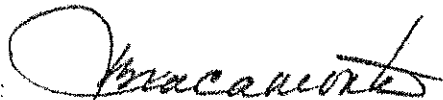
By: 
City Manager

By: 

APPROVED TO FORM:

By: 
City Attorney

ATTEST:

By: 
City Clerk



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Alfonso Manrique, City Engineer
Subject: City Council to Reinstate a Level 1 Water Supply Shortage and Authorize the Interim City Manager to Prepare and Mail Out a Water Conservation Notice to Residents

Attachments: Resolution No. 2016-15

RECOMMENDATION:

Staff recommends that City Council reinstates a Level 1 Water Supply Shortage pursuant to Chapter 13.17 of the Orange Cove Municipal Code and authorize the Interim City Manager to prepare and mail out a Water Conservation Notice to all residents of Orange Cove.

BACKGROUND:

On March 9, 2016, City Council adopted Resolution No. 2016-15 which declared a Level 1 Water Supply Shortage due to drought conditions and reduced allocation of water from the U.S. Bureau of Reclamation (USBR). Per Chapter 13.17.070 of the Orange Cove Municipal Code, a "Level 1 water supply shortage exists when the city council determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions."

The City's sole water source is obtained from the USBR Central Valley Project (CVP) through the Friant Kern Canal. The City has an annual allocation of 1,400 ac-ft but that allocation is adjusted depending on hydrological conditions in the State. The 20/21 winter has delivered below average rain and snow precipitation. Consequently, the USBR announced that the initial water

Prepared by: AM Consulting Engineers

Approved by: Alfonso Manrique

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ NO ACTION

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

____ Public Hearing
____ Matter Initiated by a Council Member
____ Other
____ Continued to: _____

made available to the City for the 2021 water year would be 20 percent of the City's annual allocation, approximately 280 acre-feet. Lower Tule Irrigation District has also confirmed that they have 500 acre-feet and possibly up to 1,000 acre-feet of their CVP allocation that the City can purchase. The City is also requesting an additional water allocation from the USBR to cover the City's basic health and safety needs.

On May 10, 2021, Governor Gavin Newsom expanded his drought emergency declaration to 39 more counties, including Fresno County. Due to drought conditions and the reduced water supply, staff is requesting that City Council reinstating a Level 1 Water Supply Shortage pursuant to and authorize the Interim City Manager to prepare and mail out a Water Conservation Notice to all residents of Orange Cove.

FISCAL IMPACT:

The is no fiscal impact associated with this item.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2016-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ORANGE COVE DECLARING A LEVEL 1 WATER
SUPPLY SHORTAGE PURSUANT TO CHAPTER 13.17 OF
THE ORANGE COVE MUNICIPAL CODE AND
RESCINDING RESOLUTION 2015-06**

WHEREAS, the City Council of the City of Orange Cove has met in public session pursuant to a duly noticed meeting; and

WHEREAS, the City of Orange Cove receives all of its municipal water supply from the Friant-Kern Canal; and

WHEREAS, the Water made available for 2016 has been slightly delayed by the Bureau of Reclamation and the amount allocation is unknown at this time; and

WHEREAS, until this declaration is made, Reclamation will make available a Public Health and Safety supply to the City of Orange Cove of 376 acre-feet; and

WHEREAS, the City's average annual consumption varies between 1,800-1,900 acre feet; and

WHEREAS, Section 13.17.060 of the Orange Cove Municipal Code provides permanent water conservation requirements; and

WHEREAS, after further review and information the City Council has determined that it is only necessary to declare a Level 1 Water Supply Shortage to use in conjunction with the permanent water conservation requirements effective April 1, 2016 and will revisit the drought conditions for the months of May and June 2016.

WHEREAS, Section 13.17.070 of the Orange Cove Municipal Code provides as follows:

Declaration of Level 1 Water Supply Shortage. A Level 1 water supply shortage exists when the city council determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange Cove as follows:

SECTION 1. Based on the foregoing recitals and reports received from City staff, the City Council makes the following findings based upon substantial evidence regarding the availability of water:

A. A reliable minimum supply of potable water is essential to the public, health, safety and welfare.

B. California Water Code Section 375 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies.

C. The adoption and enforcement of a water conservation and supply shortage program is necessary to manage the City's potable water supply in the short and long-term to minimize the effects of water supply shortage in the City.

D. The City has adopted an Ordinance entitled the "Orange Cove Water Conservation and Water Supply Shortage Plan" which is set forth in Chapter 13.17 of the Municipal Code.

E. That a water supply shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions.

SECTION 2. Permanent Conservation Requirements

Section 13.17.060 of the Orange Cove Municipal Code includes the following permanent conservation requirements:

The following water conservation requirements are effective at all times and are permanent. Violations of this section will be considered waste and an unreasonable use of water.

A. Limits on Watering Hours. Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited between the hours of 9:00 a.m. and 5:00 p.m. Pacific Standard Time on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or sprinkler device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system, and provided such manual use is controlled and attended.

B. Limit on Watering Duration. Watering or irrigating of lawn, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than fifteen minutes watering per day per station. This subsection does not apply to landscape irrigation systems that exclusively use very low-flow drip type irrigation systems when no emitter produces more than two gallons of water per hour and weather based controllers or stream rotor sprinkles that meet a seventy percent efficiency standard.

C. Limited Watering Days. [Permanent Restrictions are superseded by Level 1 Restrictions in Section 3 of this resolution.]

D. No Excessive Water Flow or Runoff. Watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.

E. No Washing Down Hard or Paved Surfaces. Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device, a low-volume, high-pressure cleaning machine equipped to recycle any water used, or a low-volume high-pressure water broom.

F. Obligation to Fix Leaks, Breaks or Malfunctions. Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than seven days of receiving notice from the city is prohibited.

G. Re-circulating Water Required for Water Fountains and Decorative Water Features. Operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited.

H. Limits on Washing Vehicles. Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device. This subsection does not apply to any commercial car washing facility.

I. Drinking Water Served Upon Request Only. Eating or drinking establishments or other public places where food or drinks are sold, served, or offered for sale, are prohibited from providing drinking water to any person unless expressly requested.

J. Single Pass Cooling Systems. Installation of single pass cooling systems is prohibited in buildings requesting new water service.

K. Non-re-circulating Commercial Car Wash and Laundry Systems. Installation of non-re-circulating water systems is prohibited in new commercial conveyor car wash and new commercial laundry systems.

L. Restaurants Required to Use Water Conserving Dish Wash Spray Valves. Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.

M. Commercial Car Wash Systems. Effective June 1, 2015 all new commercial conveyor car wash systems must have installed operational re-circulating water systems, or must have secured a waiver of this requirement from the city.

N. Reserved.

O. Flood Irrigation. Flood irrigation of residential landscapes is expressly prohibited.

SECTION 3. Declaration of Level 1 Water Supply Shortage

The City Council hereby declares a "Level 1 Water Supply Shortage." **In addition to the permanent conservation requirements set forth above, the following water conservation requirements apply during a declared Level 1 water supply shortage:**

13.17.070 Level 1 Water Supply Shortage.

A. **Declaration of Level 1 Water Supply Shortage.** A Level 1 Water Supply Shortage exists when the City Council determines, in its sole discretion, that due to drought or other water supply conditions, a water supply shortage or threatened shortage exists and a consumer demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City Council by written resolution of a Level 1 Water Supply Shortage condition, the city will implement the mandatory Level 1 conservation measures identified in this section.

B. **Additional Water Conservation Measures:** In addition to the prohibited uses of water identified in Section 13.17.060, the following water conservation requirements apply during a declared Level 1 Water Supply Shortage:

1. **Limits on Watering Days:** Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to two days per week on a schedule established and posted by the city. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

2. Limited Watering Days:

a. Odd Number Addresses. Properties with an odd number street address shall be permitted to use water for outdoor watering purposes on Tuesday and Fridays except during between the hours of 9:00 a.m. and 5:00 p.m. Pacific Standard Time.

b. Even Number Addresses. Properties with an even number street address shall be permitted to use water for outdoor watering purposes on Monday and Thursday except during between the hours of 9:00 a.m. and 5:00 p.m. Pacific Standard Time.

c. There shall be no watering on Saturdays, Sundays and Wednesdays.

2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within seventy-two (72) hours of notification by the city.

SECTION 4. Enforcement

The City will pursue enforcement proceedings in accordance with the Municipal Code upon finding a violation of Permanent Conservation Requirements and Level 1 requirements and prohibitions.

SECTION 5. Effective Date of Resolution

This resolution shall be effective upon adoption. Resolution 2014-20 is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on March 9, 2016, and passed at said meeting by the following vote:

AYES: Mayor Lopez, Silva, Garcia, Pineda and Cervantes
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

June Bracamontes, City Clerk



ORANGE COVE ANIMAL CONTROL STATISTICAL ACTIVITY REPORT

Marty Rivera
Chief of Police

MONTH: June

OFFICER: R. DIAZ

BITE REPORTS	1 Dog V. Pedestrian
PRIOR MONTH STRAYS	2 From prior month
STRAY DOGS	8 Picked up in May
EUTHANIZED DOGS	0
ADOPTED DOGS	
RESCUED DOGS	5 In May
INJURED STRAY DOGS	
ANIMAL CRUELTY INVESTIGATIONS	None
RELEASED DOGS TO OWNER	4
CITATIONS ISSUED	1
QUARANTINED DOGS	1- In Home
OTHER ANIMAL	1-1144 Cat
MISC	
DOGS IN SHELTER	1 Dog in shelter

NOTES	
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ORANGE COVE POLICE DEPARTMENT

MAY 2021 MONTHLY STATISTICS
CHIEF OF POLICE - MARTY RIVERA



PART 1 CRIMES

	APRIL	MAY	%	YTD	YTD
	2021	2021	Change	2020	2021
Homicide	0	0	0%	0	0
Rape	0	0	0%	0	0
Attempted Murder	0	0	0%	0	1
Robbery	0	0	0%	2	0
Assault	0	0	0%	4	3
Burglary	1	1	0%	5	8
Grand Theft Auto	0	2	200%	11	5
Total Part 1 Crimes	1	3	200%	22	17

	APRIL	MAY	%	YTD	YTD
	2021	2021	Change	2020	2021
Sex Crimes	1	1	0%	7	5
Narcotics	1	3	200%	13	13
Child Abuse	0	1	100%	1	2
Total Part 2 Crimes	2	5	150%	21	20

	APRIL	MAY	%	YTD	YTD
	2021	2021	Change	2020	2021
Total Traffic Collisions	1	3	200%	13	16
Fatalities	0	0	0%	0	0
Injury	0	0	0%	0	0
Non Injury	0	1	100%	5	8
Hit & Run	1	2	100%	8	8

ENFORCEMENT STATISTICS

	APRIL	MAY	%	YTD	YTD
	2021	2021	Change	2020	2021
Total Traffic Citations	19	37	95%	131	117
Total Vehicle Stops	96	100	4%	449	441
Seatbelt Violations	3	2	-33%	4	6
Unsafe Speed Violations	1	3	200%	6	8
Fail To Obey Stop Sign/Light	5	8	60%	26	26
Driving Under the Influence	2	3	50%	5	10
Gang Arrests - Felony	0	0	0%	0	0
Gang Arrests - Misdemeanor	0	0	0%	0	0
Gang Field Interview Cards	3	2	-33%	12	16
Juvenile Detentions/Arrests	0	2	200%	5	3
Adult Arrests	18	9	-50%	43	52

		APRIL	MAY	%	YTD	YTD
		2021	2021	Change	2020	2021
	5150	4	6	50%	22	22
	Agency Assist	12	10	-17%	39	40
	Battery	1	2	100%	4	7
	Evading/Obstructing Officer	0	1	100%	6	4
	Fraud	0	0	0%	4	1
	Identity Theft	1	0	-100%	1	2
	Spousal Abuse	6	6	0%	34	19
	Graffiti/Vandalism	3	4	33%	23	14
	Veh. Burglaries	0	0	0%	4	1
	General Incidents	22	13	-41%	78	73
	Weapons Confiscated	0	1	100%	3	2
	Petty Theft	4	4	0%	26	15
	Public Intoxication	1	2	100%	4	4
	Suspended License	2	2	0%	10	8
	Unlicensed Drivers	10	10	0%	38	38
	Vehicles Towed	17	7	-59%	36	52
	Vehicles Released	10	2	-80%	20	27
	Case Number Drawn	113	182	61%	664	600

POLICE DEPARTMENT MONTHLY REPORT

June 9, 2021

Staff. Currently working below our staffing levels. One applicant has started the background process for police reserves. Two officers were promoted to CPL.

Lt. Pena attended a second week of management training. He has one more sessions that will occur in June

Elia has indicated that she wants to leave records due to husband's health. Need a full time office clerk to assist Sylvia..

Animal Shelter....Is running very well. See attached report.

Requesting a replacement vehicle on the new budget.

Events: Schools are out for summer break. Graduations went off without any issues. 4th of July Fireworks is coming up. OT will be required for event.

Grants:

Homeland Security Grant We submitted invoices for the 2018 grant.

Still waiting for approval for a second HSG that we submitted for one MDT and stand.

COPS grant will be submitted

Vehicles

The two new SUVs ordered should be here in a late June or early July. The MDTs for them have arrived.

Covid 19: Stats will be given at the council meeting. The County stats are getting better every week. Everything is expected to open on June 15th. NO more tiers..

Cameras OCPPD has offered to pay half of the \$ 64,000 cost of cameras for the intersections of Anchor and Park also Anchor and South if city will pay the other half.



Marty Rivera
Chief of Police

ORANGE COVE POLICE DEPARTMENT
550 Center Street Orange Cove California 93646
Ph: 559-626-5106 / Fax: 559-626-7565
Email: marty.rivera@oc-pd.com

Date: June 1, 2021
To: Mayor and City Council
From: Marty Rivera, Police Chief
Subject: Consideration of Purchase of Cameras \$64,158.93

The city began to install cameras in all our city owned facilities in 2014. Since the installation of cameras began they have been very helpful in the reduction of crime as well as using videos taken with the cameras to identify perpetrators of crime and prosecution in court.

For years we have discussed placing cameras at the main intersections used to enter/leave the city. We know that they can capture crime and also vehicles entering the city and leaving it after commission of a serious crime. Recently the newest installed cameras at city hall helped identify the suspects involved in the shooting call at on Park Avenue. Prior to that they have also identified vehicles used in a homicide and a separate home invasion robbery in our city.

The Orange Cove Police Protection District has offered to pay half of the cost if the city would pay the other half to install cameras at the intersections of Anchor and Park and also at Anchor and South Avenues. The complete cost of the cameras and installation is \$64,158.93

Recommendation:

For the city to approve the installation of the cameras at the two intersections.

Fiscal Impact:

The purchase price of the cameras is \$64,158.93. 079. \$32,079.46 (50%) would come from the Orange Cove Police Protection District and the other \$32,079.46 (50%) would come from the impact fees of the Amaya Project.

Respectfully,

Marty Rivera

Marty Rivera
Chief of Police, Orange Cove Police Department

PRIDE

HONOR

PROFESSIONALISM

Mayor:
Victor P. Lopez

Mayor Pro Team:
Diana Guerra Silva

City Council Members:
Roy Rodriguez
Josie Cervantes
Esperanza Rodriguez



Incorporated January 20, 1948

Rudy Hernandez
Interim City Manager
(559) 626-4488 ext. 216

Rudy Hernandez
Financial Consultant
(559) 626-4488 ext. 216

City Clerk:
June V. Bracamontes
(559) 626-4488 ext. 214

633 Sixth Street, Orange Cove, CA 93646 | Phone: (559) 626-4488 | FAX: (559) 626-4653

To: The Honorable Mayor and City Council

From: Rudy Hernandez, Interim City Manager

Date: June 9, 2021

Subject: Approval of Subrecipient Agreement with Self Help Enterprises to Administer and implement the CDBG grant for Homebuyer Assistance And Housing Rehabilitation Programs for the City of Orange Cove.

Attachments: Subrecipient Agreement

BACKGROUND:

Staff is requesting that the City Council approve the Subrecipient Agreement with Self-Help Enterprises to provide grant administration and implementation associated with a Homebuyer Assistance and/or Housing Rehabilitation Programs. The Agreement is for 5 years and can be extended or terminated by the City at any time, the 5-year contract can cover funding up to \$5,000,000, but the City is only committed to budgets identified in Exhibits which identify the activity, funding source and budget breakdown. Setting the \$5,000,000 cap allows the City to add future Program Income and/or grant awards as needed through amendments/additions of new Exhibits. If the City is not awarded grant funds identified in the Agreement Exhibits there is no obligation for the City to pay and Self-Help Enterprises will not commit funding until award and clearance from HCD is received. These services will also include (if awarded) the City's BEGIN and CalHome Programs for Homebuyer Assistance.

Upon award and program implementation, the City will be billed for actual cost associated with time spent on the City's programs monthly, which will be supported with timesheets, and financial reports. Loan funds will be billed on monthly invoices once the job is complete or escrow has closed. The City will need to provide copies of checks to verify that payments have been made and SHE will prepare and submit draw request for reimbursement on the City's behalf. SHE will complete all environmental reviews, reporting, marketing and outreach, and insure that applicants meet regulatory requirements and are eligible for assistance. Prior to the

commitment of funds to a participant, loans will be presented to the City's loan review committee (can be just the City Manager or include others) for approval.

RECOMMENDATION:

For the City Council to approve the Subrecipient Agreement with Self Help Enterprises to administer and implement the CDBG grant for Homebuyer Assistance and Housing Rehabilitation Programs for the City of Orange Cove.

FISCAL IMPACT:

Upon award and program implementation, the City will be billed for actual cost associated with time spent on the City's programs monthly, which will be supported with timesheets, and financial reports. Loan funds will be billed on monthly invoices once the job is complete or escrow has closed.

Prepared by: _____ Approved by:  _____
REVIEW: City Manager: ☒ Finance: _____ City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent	<input type="checkbox"/> Public Hearing			
<input type="checkbox"/> Info Item	<input type="checkbox"/> Matter Initiated by Council Member			
<input checked="" type="checkbox"/> Action Item	<input type="checkbox"/> Other			
<input type="checkbox"/> Department Report	<input type="checkbox"/> Continued to: _____			
<input type="checkbox"/> Redevelopment Agency	_____			

**CITY OF ORANGE COVE
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered this ____ day of May, 2021 by and between the City of Orange Cove, California, a municipal corporation, (GRANTEE) and Self-Help Enterprises (SUBRECIPIENT).

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

WHEREAS, HCD, is authorized to allocate HOME Investment Partnership Program, hereinafter "HOME" funds made available from "HUD", as, authorized under Title II of Public Law No. 101-625, 104 Stat. 4079 (Nov. 28, 1990), (42 USC 12701), known as the Cranston-Gonzalez National Affordable Housing Act of 1990 as amended by the Housing and Community Development Act of 1992, Public Law No. 102-550 and any amendments thereto provide for state administration of the HOME Program rules applicable to the state program as set forth in 24 CFR part 92.

WHEREAS, HCD, is authorized to allocate CalHome Program, hereinafter "CalHome" funds made available from "HCD" as authorized under regulations (commencing with Section 50650) of Part 2 of Division 31, Health and Safety Code, which establishes the CalHome Program terms, conditions and procedures for the award and disbursement of funds allocated to the CalHome Program

WHEREAS, HCD, was authorized to allocate Building Equity and Growth In Neighborhoods, hereinafter, "BEGIN" funds made available from "HCD" as authorized under legislation (AB 1170, Chapter 724 of the laws of 2002) and are subject to the requirements of Health and Safety Code section 50860 et seq.

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

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

WHEREAS, pursuant to City Resolution No. 2020-~~XXX~~, the Interim City Manager is authorized to execute Grant Agreements, on behalf of GRANTEE, that are within available allocated CDBG, HOME, BEGIN, and CalHome funding and in a standard form approved by the City Attorney.

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

1. TERM

The term of this Agreement shall commence on May 31, 2021, unless terminated earlier pursuant to the terms of this Agreement, shall continue until five years. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG, HOME, BEGIN and/or Cal Home funds or other CDBG, HOME, BEGIN, and CalHome assets, including Program Income.

2. SCOPE OF WORK

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

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

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

3. RECORDS AND REPORTS

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

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

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number: (CDBG Grant#)
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Total Federal/State Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal/State Award:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community

Development

- Name of pass-through entity: City Orange Cove, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

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

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG and/or HOME program and/or State Objectives of the BEGIN and/or CalHome program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG, HOME, BEGIN and/or Cal Home assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG, BEGIN, HOME, and CalHome program;
- f) Financial records as required by 2 CFR Part 200 as amended by 24 CFR 570.502, and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

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

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

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

the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed FIVE MILLION Dollars and 00/100 (\$5,000,000). SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

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

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

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

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

5. PROGRAM INCOME

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

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C.

874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

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

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

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

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

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

7. AUDIT REQUIREMENTS

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

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

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

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB, BEGIN, HOME and/or CalHome funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or

termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

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

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

10. OTHER PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

11. CLOSEOUT AND REVERSION OF ASSETS

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

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

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

Notwithstanding the expiration or earlier termination of this Agreement,

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

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG, BEGIN, HOME and CalHome proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

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

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

12. SUSPENSION AND TERMINATION

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

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

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

this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

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

14. FINDINGS CONFIDENTIAL

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

15. GENERAL CONDITIONS

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

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

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

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

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

written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

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

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

17. INDEMNIFICATION

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

damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

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

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

This section shall survive termination or expiration of this Agreement.

18. NOTICES

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

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

GRANTEE

City of Orange Cove
C/O Rudy Hernandez,
Interim City Manager
633 Sixth Street
Orange Cove, CA 93646

SUBRECIPIENT

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

19. AMENDMENTS

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

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

20. ASSIGNMENT

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

21. SEVERABILITY

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

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

22. ATTORNEY FEES

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

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

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

24. COUNTERPARTS

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

25. CUMULATIVE REMEDIES

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

26. EFFECTIVE DATE

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

27. ENTIRE AGREEMENT

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

28. EXHIBITS

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

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

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

30. GOVERNING LAW AND VENUE

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

31. HEADINGS

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

32. INTERPRETATION

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

33. NO THIRD PARTY BENEFICIARY

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

34. NO WAIVER

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

35. NON-RELIANCE

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

36. PRECEDENCE OF DOCUMENTS

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

37. SEVERABILITY

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

[SIGNATURE PAGE TO FOLLOW]

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

Addresses:

GRANTEE:

City of Orange Cove
C/O Rudy Hernandez,
Interim City Manager
633 Sixth Street
Orange Cove, CA 93646
Phone: (559) 626-4488
FAX (559) 626-4653

SUBRECIPIENT:

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

Attachments:

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

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

GRANTEE
CITY OF ORANGE COVE

SUBRECIPIENT
SELF-HELP ENTERPRISES

Rudy Hernandez, Interim City
Manager

Thomas Collishaw, CEO/President

Addresses :

GRANTEE:
City of Orange Cove
C/O Rudy Hernandez,
Interim City Manager
633 Sixth Street
Orange Cove, CA 93646
Phone: (559) 626-4488
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SUBRECIPIENT:
Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elwin Ct .
P.O. Box 6520
Visalia, CA 93290
Phone: (559) 802-1630
FAX: (559) 651-3436

Attachments :

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

EXHIBIT A-1 SCOPE OF WORK

Matrix Code: 13B. Homebuyer Assistance
National Objective: LMH
CDBG Eligibility: 24 CFR 5.100
Award: 2021 CDBG NOFA

Project Description:

Self-Help Enterprises will offer Homebuyer Assistance program to qualifying income eligible households located within the City of Orange Cove:

- 1) Homebuyer Assistance will be provided to income eligible households citywide to provide down payment, closing cost and gap financing that will ensure a homebuyers mortgage payments are affordable.

Records to Be Maintained

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

Basic Activity Information

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

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

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

Financial Management Records

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

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

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,
- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

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

The SUBRECIPIENT shall maintain records for each household, including:

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

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

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CDBG
- Total Funds Obligated to SUBRECIPIENT: \$500,000
- Total Amount of the Award: \$500,000
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Orange Cove, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

EXHIBIT B-1
PROPOSED BUDGET

Matrix Code: 13B. Homebuyer Assistance
National Objective: LMH
CDBG Eligibility: 24 CFR 5.100
Award: 2021 CDBG NOFA

#	Line Item	Approved Budget
1	Salaries	\$43,000
2	Fringe Benefits	\$14,190
3	Professional Services	\$3,895
4	Supplies & Equipment	\$4,650
5	Rent / Lease / Utilities	\$4,800
6	Utilities / Telephone	\$2,400
7	Mileage / Transportation	\$1,000
8	Other: Indirect Cost Rate (approved 21.97%)	\$12,565
9	Other: Education & Outreach	\$2,500
10	Activity Delivery: Homebuyer Assistance	\$33,200
11	Loans/Grant: Homebuyer Assistance	\$381,800
	TOTAL	\$500,000

EXHIBIT A-2
SCOPE OF WORK

Matrix Code: 14A Housing Rehabilitation
National Objective: LMH
CDBG Eligibility: 24 CFR 570.202
Award: 2021 CDBG NOFA

Project Description:

Self-Help Enterprises will offer Owner Occupied Housing Assistance programs to qualifying income eligible households located within the City of Orange Cove:

- 1) Owner Occupied Rehabilitation will be provided to income eligible owner-occupied households in need of repairs to correct conditions that threaten a household's health, general well-being, or safety and/or subjects the household to live without basic plumbing, electrical, heating, air conditioning, or security.

Records to Be Maintained

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

Basic Activity Information

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

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

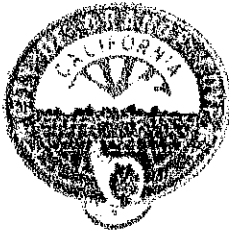
Data will be collected to document duplication of benefits at application and will be collected throughout the expenditure period and provided to the City.

Financial Management Records

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

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

- a. Invoices with supporting documentation
- b. Evidence that adequate procurement practices were in place and followed
- c. Schedules containing comparisons of budgeted amounts and actual expenditures,
- d. Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- e. Other documentation appropriate to the nature of the activity



Date: June 9, 2021
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Update on Financial Issues
Attachments: None.

Background

- American Rescue Plan Act Financial Grant - \$1,933,967 (Update)
- Status on the FY 2021-22 budget

RECOMMENDATION:

For Information Only.

Prepared by: _____ Approved by: _____


REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
_____ Consent			_____ Public Hearing	
_____ Info Item			_____ Matter Initiated by a Council	
_____ Action Item			_____ Member	
_____ Department Report			_____ Other	
_____ Redevelopment Agency			_____ Continued to: _____	

MEMORANDUM

June 9, 2021

To: Mayor and City Council

From: Rudy Hernandez, Interim City Manager 

Subject: COVID-19 Mortgage and Utility Assistance Program/ Small Business Assistance Program.

COVID-19 MORTGAGE and UTILITY ASSISTANCE PROGRAM

This program includes help to cover the costs of Mortgage or Utilities. The program can assist with up to three (3) Consecutive months of mortgage, or Utilities but is limited to \$5,000 per household (Per State Guidelines).

The total grant amount available to assist with this program is \$200,000. To assist with as many residents as possible, the City Council approved a \$500 grant per household for a total of 400 grants. Self Help Enterprises recommends that we leave it at \$5,000 per household. The reason why is because it would allow the city to assist with the mortgage Assistance Program. For example, if a resident is 3 months behind with their mortgage for \$3,600 (\$1,200 x 3 Mos.), this would only allow him/her to get help for \$500. By keeping the limit at \$5,000, this will allow the city to assist the homeowner in getting current with his/her home mortgage.

Please note these funds are no longer available to assist with rental assistance. The rental assistance program is now being administered by the State of California. Self Help Enterprises will be available to assist Orange Cove renters to apply for this program known as "Emergency Rental Assistance Program". The State will assist renters with up to 12 months in arrears and for future rental assistance if needed.

SMALL BUSINESS ASSISTANCE PROGRAM

This program can be used for rent, utilities, payroll, operating expenses, and some capital improvements related to COVID-19 but is limited to \$5,000 per business. The total grant amount available to assist with this program is \$216,000.

To assist with as many businesses as possible, the City Council approved a \$3,000 grant per household for a total of 72 grants.

To promote these COVID-19 assistance programs, Self Help Enterprises will be mailing post cards to all residents and businesses here in the City of Orange Cove. City Staff will also be promoting these programs via Black Board and other related means.

Self-Help Enterprises COVID-19 Mortgage and Utility Assistance Application

Instructions and Checklist

Completed applications should be submitted to: covidrelief@selfhelpenterprises.org

or fax to ATTN: COVID RELIEF (559) 651-3634 FAX

Subject line should include your first and last name and the city you reside in

"Example – John Smith, Visalia COVID Assistance"

Applicants: Must be able to prove a verifiable COVID-19 hardship – see page 2 of application, all other hardships are ineligible. Applicants must be income eligible.

- *This program is for only applicants facing verifiable COVID-19 related hardships.*

Available Assistance for qualifying applicants includes help to cover the costs of mortgage or utilities. This program can assist with up to three (3) consecutive months of mortgage, or utilities but is limited to \$5,000 per household.

All Applications when submitted must include:

- Completed application forms signed by all adults in the household (18 or older)
 - Application
 - Self-Certification of Income
 - Duplication of Benefits Affidavit
- Copies of photo IDs for all adults in the household (18 or older)
- Proof of income for all household members including minors, if applicable.
 - Acceptable Proof of Income includes Last 30 days of Income from Paystubs, unemployment benefit statement(s), benefit statements, current pay stubs for all adults *and* minors.

For Mortgage Assistance, you must include:

- Current mortgage statement

For Utility Assistance, you must include: (eligible utilities include electricity, gas, water, sewer, trash, and broadband)

- Current utility bill(s)

Applications when submitted MUST be complete, this includes ALL required documentation. Incomplete applications will result in processing delays.

Payments are sent directly to mortgage company or utility company.

Please e-mail covidrelief@selfhelpenterprises.org or call (559) 802-1600 if you have questions regarding supporting documents, the application, or what is considered a verifiable COVID-19 hardship.



**STATE OF CA - TTY
ENGLISH 1-800-735-2929
SPANISH 1-800-855-3000**

Self-Help Enterprises COVID-19 Solicitud de COVID-19 para Asistencia con hipoteca y utilidades

Instrucciones y Lista de Verificación

Solicitudes completadas deben enviarse a: covidrelief@selfhelpenterprises.org

o por fax ATTN: COVID RELIEF (559) 651-3634 FAX

Línea de asunto debe incluir su nombre, apellido, y la ciudad donde vive.

"Por ejemplo – John Smith, Visalia Asistencia de COVID"

Este programa se basa en situaciones de emergencia y se dará prioridad a los solicitantes que demuestren

***dificultades verificables causadas directamente por COVID-19** Las solicitantes deben ser elegibles por ingresos.*

La asistencia disponible puede ayudar a cubrir los costos de Hipoteca o Servicios de Utilidades Públicas. Este Programa puede ayudarlo con hasta tres (3) meses consecutivo de Hipoteca o Servicios de Utilidades Públicas, pero es limitado a \$5,000 por hogar.

Todas las aplicaciones deben incluir:

- Una solicitud **completada** que incluya una firma de cada adulto en el hogar (18 años o más)
 - La solicitud
 - Auto certificación de Ingresos
 - Declaración Jurada de duplicación de beneficios que incluya una firma de cada adulto en el hogar (18 años o más)
- Identificación con foto para cada adulto en el hogar (18 años o más)
- Comprobante de Ingresos para todas las personas en el hogar
 - Últimos 30 días de ingresos de Talones de cheque, comprobantes de beneficios de desempleo, comprobante de beneficios para adultos y menores, u otra explicación de ingresos actuales

Para asistencia con la hipoteca, debe incluir:

- Declaración hipoteca

Para asistencia con las utilidades, debe incluir: (utilidades incluye electricidad, gas, agua, utilidades públicas, y Internet)

- Factura(s) actuales de las utilidades

Las solicitudes deben enviarse en su totalidad, esto incluye todo los comprobantes/documentos necesarios. Las solicitudes incompletas resultaran en un retraso en el procesamiento

Los pagos se envían directamente a los propietarios, la empresa de administración de propiedades, la compañía hipotecaria, o las compañías de utilidades

Si tiene preguntas sobre la solicitud, los documentos necesarios, u otra cosa relacionada a este programa de Asistencia mande un correo electrónico a: covidrelief@selfhelpenterprises.org o llame (559) 802-1600

Mortgage and/or Utility Assistance
Application

Date: _____

Applicant Name: _____ Phone: _____

Alternate Phone: _____ Email: _____

Complete Address: _____

Mailing Address (if different): _____

Do you receive Section 8 Assistance? Yes ☐ No ☐

HOUSEHOLD MEMBERS: (Reside in the home):

	Applicant's Name	Other Household Member #1	Other Household Member #2	Other Household Member #3	Other Household Member #4	Other Household Member #5
Name (First, Last)						
Date of Birth						
Age						
Gender						
Education (Highest level)						
Health Insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

OTHER BENEFITS:

Type	Benefit Amount	Type	Benefit Amount
Ex: CalFresh (food stamps)	\$250.00		

A. Total Household Benefits: \$ _____

CURRENT HOUSEHOLD MONTHLY
INCOME:

Household Member's Name	Type of Income (Job, unemployment, other benefits)	Total of last payment BEFORE TAXES	Pay schedule (weekly, monthly, every other week, twice monthly)
EXAMPLE	Employment	\$2,000	Twice a month

Total Household Income (Monthly) \$ _____ x 12 months = B. Total Household Annual Income \$ _____

Solicitud de asistencia de hipoteca y utilidades

Fecha: _____

Nombre de solicitante: _____ teléfono: _____

téléfono alternativo: _____ Correo electrónico: _____

Domicilio completo: _____

Dirección postal (si es diferente): _____

¿recibe asistencia de la sección 8? Si ☐ No ☐

MIEMBROS DEL HOGAR: (viven en la casa):

	Solicitante	Miembro #1	Miembro #2	Miembro #3	Miembro #4	Miembro #5
Nombre (Primer, Última)						
Fecha de Nacimiento						
Edad						
Género						
Educación (el nivel más alto)						
Seguro médico?	<input type="checkbox"/> Si <input type="checkbox"/> No	<input type="checkbox"/> Si <input type="checkbox"/> No	<input type="checkbox"/> Si <input type="checkbox"/> No	<input type="checkbox"/> Si <input type="checkbox"/> No	<input type="checkbox"/> Si <input type="checkbox"/> No	<input type="checkbox"/> Si <input type="checkbox"/> No

OTROS BENEFICIOS:

Tipo	Cantidad de beneficios	Tipo	Cantidad de beneficios
Ej: CalFresh	\$250.00		

A. Beneficios totales del Hogar: \$ _____

INGRESOS MENSUALES ACTUALES

DEL HOGAR:

Nombre del miembro del hogar	Tipo de ingreso (empleo, desempleo, otros beneficios)	Cantidad total de ingresos ANTES de impuestos	Frecuencia de Ingreso (semanalmente, mensualmente, cada dos semanas, o dos veces al mes)
EJEMPLO	Empleo	\$2,000	Dos veces al mes

Ingreso total del hogar (mensual) \$ _____ x 12 meses = B. Ingreso Anual Total del Hogar \$ _____

TYPE OF ASSISTANCE NEEDED:

☐ Mortgage

☐ Utilities

Mortgage			
Monthly mortgage amount	\$ _____	1. Amount requested: \$ _____	
How many months behind are you?	_____		
Mortgage Company Name	_____		
Account number	_____		
Utilities			
Utility:	Company & Account Number:	Amount due:	Amount Requested
Electricity	_____	_____	2. _____
Gas	_____	_____	3. _____
Water	_____	_____	4. _____
City utilities (trash, sewer, and water for some cities)	_____	_____	5. _____

C. TOTAL AMOUNT REQUESTED (1+2+3+4+5): _____

Please note that maximum per household is \$5,000, please indicated which expenses are your priorities and/or how to distribute funds

HARDSHIP:

Please briefly explain the hardship your household is experiencing **as it relates to COVID-19** (Example: if you were laid off because of COVID-19, if your hours were reduced, etc.)

Please include **WHEN** the hardship began, **HOW** it has impacted your household, and **WHY** you cannot pay the expenses requested in this application.

APPLICATION CERTIFICATION: (if more than 3 signatures are needed, use space below)

SHE Applicability: it is necessary to obtain, retain, and provide, if requested, personal information for clients served with program funding. I certify that my household is presently experiencing an economic hardship and is need of assistance. SHE has my authorization to examine all employment, income, mortgage, and other records pertinent to my application for program funding and to make a direct payment on my behalf. My signature certifies that the information on this application is true and correct to the best of my knowledge.

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

TIPO DE ASISTENCIA:

☐ Hipoteca

☐ Utilidades

Hipoteca			
Cantidad de hipoteca mensual	\$ _____	1. Cantidad solicitada: \$ _____	
¿Cuántos meses lleva atrasado?			
Nombre de la compañía hipotecaria			
Número de cuenta			
Utilidades			
Utilidad:	Compañía y número de cuenta	Saldo total adeudado:	Cantidad solicitada
Electricidad			2. _____
Gas			3. _____
Agua			4. _____
Servicios públicos (basura, drenaje, y agua en algunas ciudades)			5. _____

C. Cantidad TOTAL solicitada (1+2+3+4+5): _____

Tenga en cuenta que el máximo por hogar es \$5,000, indique que gastos son su prioridad (1. Siendo Primero 2. Siendo el siguiente) para mejor distribuir los fondos

La Dificultad:

Explique la dificultad que su hogar está pasando y como se relaciona a COVID-19. (Ejemplo: Si perdió su trabajo por COVID-19, o horas reducidas en el trabajo, etc.)

Favor de incluir CUANDO la dificultad empezó, y COMO ha impactado a su hogar, y PORQUE no puede pagar los gastos solicitados en la aplicación.

CERTIFICACIÓN DE LA APLICACIÓN: (si más de tres firmas se necesitan, use el espacio abajo)

Aplicabilidad de SHE: Es necesario obtener, conservar y proporcionar, si se solicita, información personal de clientes que reciben ayuda financiera del programa. Certifico que mi hogar está experimentando actualmente una dificultad económica y necesita ayuda. SHE tiene mi autorización para examinar todos los registros de empleo, ingresos, hipotecas y otros registros pertinentes a mi solicitud de financiación del programa y para hacer un pago directo en mi nombre. Mi firma certifica que la información en esta solicitud es verdadera y correcta a lo mejor de mi conocimiento.

Firma de solicitante: _____ Fecha: _____

Firma de co-solicitante: _____ Fecha: _____

Firma de co-solicitante: _____ Fecha: _____

SELF-CERTIFICATION of Income for

☐ City of / ☐ Town of / ☐ County of _____ CDBG Funded Activity

Name of Public Service: CDBG-CV1 COVID-19 Subsistence Payment Program

Part I: Confidential Participant / Beneficiary HUD Demographic Information (This section is voluntary.)

Ethnicity (Select One)		<input type="checkbox"/> Not Hispanic	<input type="checkbox"/> Hispanic
Race (Select One)			
<input type="checkbox"/> White	<input type="checkbox"/> Am. Indian/Alaskan Nat. & White		
<input type="checkbox"/> Black/African American	<input type="checkbox"/> Asian & White		
<input type="checkbox"/> Asian	<input type="checkbox"/> Black/African American & White		
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Am. Indian/Alaskan & Black/African		
<input type="checkbox"/> Nat. Hawaiian/Other Pacific Isl.	<input type="checkbox"/> Other Multi-Racial		
Other Demographic Data (Select all that Applies)			
<input type="checkbox"/> Female Head of Household	<input type="checkbox"/> Single / Non Elderly		
<input type="checkbox"/> Participant is Disabled	<input type="checkbox"/> Related/Single Parent		
<input type="checkbox"/> Veteran	<input type="checkbox"/> Related/Two Parent		
<input type="checkbox"/> Senior Citizen	<input type="checkbox"/> Other (_____)		

Part II: Confidential Participant / Beneficiary Income Certification (Must be completed and signed prior to providing public service.)

My total family size consists of _____ members, and the total gross annual income* for all adult members is \$ _____. (enter amount from item B on page 1)

*Gross annual income must include all sources of income (wages, child support, SSI, unemployment, pension, income from assets, etc., but does not include the income of live-in aids, per 24 CFR 5.403).

I certify that the information given on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds, which may include immediate repayment of all Federal or State funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by state or federal personnel as part of compliance monitoring.

Participant/Beneficiary Information: (all adults in the household must sign)

Signature(s): _____ Date: _____

Name(s) (print): _____

Physical Home Address: _____, (City) _____

AUTOCERTIFICACIÓN de ingresos para

☐ Ciudad / ☐ Pueblo / ☐ Condado de _____ CDBG Actividad Financiada

Nombre del Servicio Público: CDBG-CV1 COVID-19 Programa de Pago de Subsistencia

Página 1 a llenar por el Participante

Parte I: Participante confidencial / HUD del Beneficiario información Demográfica (Esta sección es voluntaria.)

Etnicidad (seleccione uno)		<input type="checkbox"/> No Hispano	<input type="checkbox"/> Hispano
Raza (seleccione uno)			
<input type="checkbox"/> Blanco	<input type="checkbox"/> Indio Am./Naivo de Alaska Nat. Y Blanco		
<input type="checkbox"/> Negra/Africana Americana	<input type="checkbox"/> Asian & White		
<input type="checkbox"/> Asiático	<input type="checkbox"/> Negro/Africano Americano Y Blanco		
<input type="checkbox"/> Indio Americano/nativo de Alaska	<input type="checkbox"/> Indio Am./Alaska Y Negro/Africano		
<input type="checkbox"/> Nat. de Hawai/Otro isla de Pacifico.	<input type="checkbox"/> Otras Razas		
Otros Datos Demográficos (seleccione todo lo que se aplica)			
<input type="checkbox"/> Jefa de Familia	<input type="checkbox"/> Soltero / No Adulto Mayor		
<input type="checkbox"/> Participante está deshabilitado	<input type="checkbox"/> Relation/Padre Soltero		
<input type="checkbox"/> Veterano	<input type="checkbox"/> Relation/Dos Padres		
<input type="checkbox"/> Adulto Mayor	<input type="checkbox"/> Otro (_____)		

Parte II: Participante confidencial / Certificación de Ingresos del Beneficiario

(Debe ser completado y firmado antes de proporcionar servicio público.)

El tamaño total de mi familia consiste de _____ miembros, y el total de ingresos brutos anuales* para todos los miembros adultos es \$ _____.

* Los ingresos brutos anuales deben incluir todas las fuentes de ingresos (salarios, manutención de hijos, SSI, desempleo, pensiones, ingresos de activos, etc., pero no incluyen los ingresos de la ayudate de vivienda, per 24 CFR 5.403).

Certifico que la información proporcionada en este formulario es verdadera y precisa a mi mejor conocimiento. Soy consciente de que hay sanciones por dar información intencional y consciente sobre una solicitud de fondos federales o estatales, que pueden incluir el reembolso inmediato de todos los fondos federales o estatales recibidos y / o procesamiento bajo la ley. Entiendo que la información en este formulario está sujeta a verificación por parte del personal estatal o federal como parte de la supervisión del cumplimiento.

Información del Participante /Beneficiario:

Firma: _____

Fecha: _____

Nombre (imprimir): _____

Duplication of Benefits Affidavit ("Affidavit")

I/We, _____ affirm the following:

1. I/We is/are executing this Affidavit in connection with assistance that we are receiving to help us respond to the coronavirus by providing us with assistance with rent, mortgage, or utility payments ("**Type of Assistance**") for the purpose of avoiding foreclosure, eviction, or disconnection of utility services ("**Need**") in the amount of _____ ("**Amount of Assistance or Total Need**" identified as item C. on page 2) from Self-Help Enterprises ("**Organization**") through a program administered by the City of Orange Cove funding from the U.S. Department of Housing and Urban Development (the "Program").
2. I/We believe the **Amount of Assistance/Total Need** is _____ (item C from page 2)
3. In addition, I/We have received or will receive the following amounts and types of assistance from the sources listed below ("Duplicative Assistance"):

(a) Any item listed on page 1 under item A should be listed here if for mortgage or utilities

Source of Funds #1	
Purpose	
Amount	

(b)

Source of Funds #2	
Purpose	
Amount	

(c)

Source of Funds #3	
Purpose	
Amount	

4. Total Unmet Need (2- (3(a) + 3(b) + 3(c))) \$ _____.
5. I/We have received no other assistance funds for the Need listed in Paragraph 1 other than that set forth above in paragraph 3.
6. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115--2 254; 132 Stat. 3442). prohibits federal agencies from providing assistance to any person for "any part of such loss" as to which he has received financial assistance under any other program or from insurance or any other source (such as, FEMA, SBA, the Red Cross, the City, business owner's Insurance, etc.).
7. I/We understand that the amount of assistance received by I/We from Self-Help Enterprises must be reduced by the amount of Duplicative Assistance received or that will be received for the Need, from

Duplicación de la Declaración Jurada de Beneficios ("Declaración Jurada")

Yo/Nosotros, _____ afirmamo/s lo siguiente:

1. Yo/Nosotros en ejecución de esta Declaración Jurada en relación con la asistencia que estamos recibiendo para ayudarnos responder al coronavirus proporcionándonos asistencia con pagos de alquiler, hipoteca o servicios públicos ("**Tipo de Asistencia**") con el propósito de evitar la ejecución hipotecaria, desalojo, o desconexión de servicios públicos ("**Necesidad**") en la cantidad de _____ ("**Cantidad de Asistencia o Necesidad Total**") de Self-Help Enterprises ("**Organización**") a través de un programa administrado por la ciudad de Orange Cove de fondos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos ("**Programa**").

2. Yo/Nosotros creo que **Cantidad de Asistencia/Necesidad Total** es _____

3. Además, yo/nosotros he/hemos recibido o recibiré los siguientes montos y tipos de asistencia de las fuentes enumeradas a continuación ("Asistencia Duplicada");

(a)

Fuente de Fondos #1	
Propósito	
Cantidad	

(b)

Fuente de Fondos #2	
Propósito	
Cantidad	

(c)

Fuente de Fondos #3	
Propósito	
Cantidad	

4. Necesidad Total Insatisfecha (2- (3(a) + 3(b) + 3(c))) \$ _____.
5. Yo/Nosotros he/hemos recibido ningún otro fondo de asistencia para la necesidad enumerada en el párrafo 1 que no sea la establecida anteriormente en el párrafo 3.
6. Sección 312 de la Ley de Asistencia de Emergencia y Socorro de Desastres de Robert T. Stafford (42 U.S.C. 5155), modificada por el artículo 1210 de la Ley de Reforma de la Recuperación de Desastres de 2018 (división D de Ley Pública 115-2 254; 132 Stat. 3442). prohíbe a las agencias federales proporcionar asistencia a cualquier persona por "cualquier parte de dicha pérdida" en la que haya recibido asistencia financiera bajo cualquier otro programa o de un seguro o cualquier otra fuente (como, FEMA, SBA, cruz roja, la ciudad, seguro del propietario de negocios, etc.).

Duplication of Benefits Affidavit ("Affidavit")

other sources (such as, FEMA, SBA, the Red Cross, the City homeowner's insurance, etc.) for the same purpose.

8. Therefore, I/We understand that if I/We receive assistance from a source other than Self-Help Enterprises (such as, FEMA, SBA, the Red Cross, the City, homeowner's insurance, etc.) for the Need for the same purpose, I/We must repay the assistance received from Self-Help Enterprises.
9. I/We certify under State and Federal penalties for perjury and fraud that the information provided above is true and accurate and acknowledge that repayment of all assistance received by Me/Us from *[Insert Subrecipient Name]*, payment of fines and/or imprisonment may be required in the event that I/We provide false, incomplete or misleading information in this Affidavit or during the rest of this process. **By executing this Affidavit, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.**

Participant _____

Signature of Participant _____ Date _____

Participant _____

Signature of Participant _____ Date _____

Duplicación de la Declaración Jurada de Beneficios ("Declaración Jurada")

7. Yo/Nosotros entiendo/entendemos que la cantidad de asistencia recibida por Self-Help Enterprises debe reducirse por la cantidad de Asistencia Duplicada recibida o que será recibida por la Necesidad, de otras fuentes (como FEMA, SBA, la Cruz Roja, el seguro de propietario de vivienda de la Ciudad, etc.) para el mismo propósito.
8. Por lo tanto, yo/nosotros entiendo que si recibo ayuda de una fuente distinta a las Empresas de autoayuda (como FEMA, SBA, la Cruz Roja, la Ciudad, el seguro de propietario de vivienda, etc.) para la necesidad del mismo propósito, debemos pagar la asistencia recibida de Self-Help Enterprises.
9. Yo/Nosotros certifico/calasificamos bajo sanciones estatales y federales por perjurio y fraude que la información proporcionada anteriormente es verdadera y precisa y reconocen que el reembolso de toda la asistencia recibida por yo/nosotros de *[Insertar Nombre del Subrecipiente]*, el pago de multas y/o encarcelamiento puede ser requerido en el caso de que yo/Nosotros proporcione información falsa, incompleta o engañosa en esta Declaración Jurada o durante el resto de este proceso. **Al ejecutar esta Declaración Jurada, los Solicitantes reconocen y entienden que el Título 18 del Código de los Estados Unidos Sección 1001: (1) hace que sea una violación de la ley federal para una persona para falsificar, ocultar o encubrir a sabiendas e intencionalmente un hecho material; (b) hacer cualquier declaración o representación materialmente falsa, ficticia o fraudulenta; O (c) hacer o usar cualquier escritura o documento falso sabiendo que contiene una declaración materialmente falsa, ficticia o fraudulenta o epresentación, a cualquier rama del Gobierno de los Estados Unidos; y (2) requiere una multa, prisión por no más de cinco (5) años, o ambos, que pueden ser declarados delito grave, por cualquier violación de dicha Sección.**

Participante _____

Firma de Participante _____ Fecha _____

Participante _____

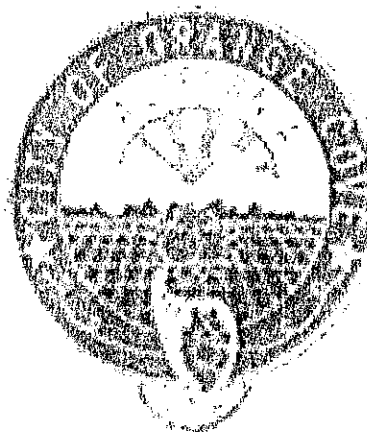
Firma de Participante _____ Fecha _____



CITY OF ORANGE COVE COVID-19 SMALL BUSINESS ASSISTANCE

Are you a small business
owner whose business was
impacted by COVID-19?

If eligible you could receive
up to \$5,000 in assistance.



Funds can be used for
rent, utilities, payroll,
operating expenses,
and some capital
improvements
(related to COVID-19)

Apply
Here!

SEND QUESTIONS TO
COVIDRELIEF@SELFHELPPENTERPRISES.ORG
OR CALL (559)802-1600
SE HABLA ESPAÑOL

<https://www.selfhelpenterprises.org/orange-cove-covid-19-assistance/>



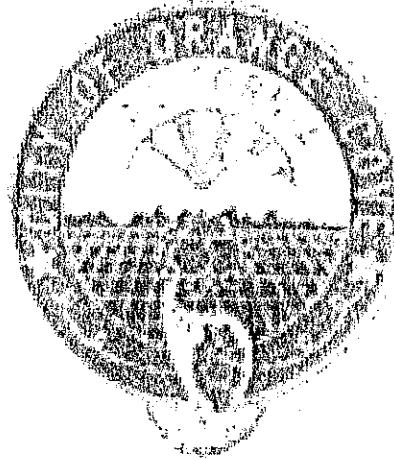
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CIUDAD DE ORANGE COVE COVID-19 Asistencia de Pequeño Negocio

¿Es usted propietario de un
pequeño negocio de que se
vio afectado por COVID-19?

Si es elegible, puedes recibir
hasta \$ 5,000 en ayuda.



Los fondos se pueden utilizar
para

alquiler, servicios públicos,
nómina, gastos operativos y
algunas mejoras de capital
(relacionado con COVID-19)

Aplique
Aquí

ENVÍE SUS PREGUNTAS A
COVIDRELIEF@SELFHELPENTERPRISES.ORG
OR LLAME AL (559)802-1600
SE HABLA ESPAÑOL

<https://www.selfhelpenterprises.org/orange-cove-covid-19-assistance/>



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

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

PROGRAM GUIDELINES

I. Summary

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

II. Purpose

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

The goals of this program are:

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

III. Funding

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

IV. Eligibility

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

- 1. Must be a private, for profit business. *Independent Contractors are not eligible for this program.**
- 2. Business and/or any owner may not be suspended, debarred, proposed for debarment,**



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declared ineligible, or voluntarily excluded from participation in federal transactions.

3. Businesses must have less than 15 FTE (full-time equivalent employees.)
4. The business must have a physical storefront establishment within Orange Cove's city limits.
5. Businesses must have a current Orange Cove business license or bring current as a result of assistance.
6. The business must have experienced a negative impact due to COVID-19, by certifying that the business has experienced at least a 25% reduction in revenue since March 1, 2020 and that grant proceeds will be used for allowable expenses under the Federal CDBG-CV Act guidelines Applicant business cannot have any unremedied City Code violations.
7. No national chains. National chains are defined as franchises/for-profit corporations; except in the case where the franchisee or brand has an Orange Cove-based owner.
8. Operating **as a business since January 2019**.
9. Business may **NOT** be delinquent in State and/or Federal licensing and filings.

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

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

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

3. For each job determined to benefit low and moderate income persons based on the creation of jobs, the business owner shall provide the documentation described in either paragraph (i) or (ii) of this section as required by 24 CGR Part 570.506(b)(5).
 - (i) Where the recipient chooses to document that at least 51 percent of the jobs will be available to low and moderate income persons, documentation for each assisted business shall include:

(A) A copy of a written agreement containing:

- (1) A commitment by the business that it will make at least 51 percent of the jobs available to low and moderate income persons and will provide training for any of those jobs requiring special skills or education;
- (2) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low and moderate income persons, which jobs require special skills or education, and which jobs are part-time, if any; and
- (3) A description of actions to be taken by the recipient and business to ensure that low and moderate income persons receive first consideration for those jobs; and

(B) A listing by job title of the permanent jobs filled, and which jobs of those were available to low and moderate income persons, and a description of how first consideration was given to such persons for



STATE OF CA - TTY
ENGLISH 1-800-735-2929
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those jobs. The description shall include what hiring process was used; which low and moderate income persons were interviewed for a particular job; and which low and moderate income persons were hired.

(ii) Where the recipient chooses to document that at least 51 percent of the jobs will be held by low and moderate income persons, documentation for each assisted business shall include:

(A) A copy of a written agreement containing:

(1) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low and moderate income persons; and

(2) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any.

(B) A listing by job title of the permanent jobs filled and which jobs were initially held by low and moderate income persons; and

(C) For each such low and moderate income person hired, the size and annual income of the person's family prior to the person being hired for the job.

4. If funds are used for Capital Improvements, applicants must comply with 2 CFR part 200, subpart D and Federal labor compliance standards.

V. Terms

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

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

Rent/Mortgage

Utilities

Payroll

Other operating expenses

Purchase of Furniture, fixtures and equipment required to operate under COVID requirements.

Capital Improvements for modifications required to address COVID related impacts (drive thru, curbside pickup, no touch entries)

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

Loan Payments to Small Business Assoc. (SBA)

Governmental Uses or Expenses

Political Activities Personal Property Savings

VIII. Application Process

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

Applicants will be notified of their application's approval or rejection and funding amount, by Self-Help Enterprises staff. Amount of funding awarded to a business will be based on need. Once program funding is exhausted, other qualified applicants will be placed on a waiting list if/when additional funds become available.



STATE OF CA - TTY
ENGLISH 1-800-735-2929
SPANISH 1-800-855-3000

****REQUIRED DOCUMENTS****

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

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

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

IX. Review Process

The following priorities will be considered when awarding funds:

- The business provides jobs to low-income individuals.
- The number of jobs that the business sustains during a normal business cycle (pre COVID-19 levels).
- The business demonstrates that it has lost a significant share (25% or more) of revenue due to the COVID-19 pandemic.
- The business demonstrates a strong chance of remaining open post COVID-19.
- The business has operated consistently for two years.
- Duplication of benefits statement
- Ethnicity/race demographics for federal reports
- Documentation of all client expenses
- All eligibility criteria has been met.

X. Nondiscrimination and Inclusion

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

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

XI. Outreach and Marketing

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or



STATE OF CA - TTY
ENGLISH 1-800-735-2929
SPANISH 1-800-855-3000

subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

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

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

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

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

Complete applications should be submitted to:

Self-Help Enterprises

CovidRelief@selfhelpenterprises.org

or

P.O. Box 6520, Visalia, CA 93291

**Questions should be directed to Tara Carter
(559) 802-1669 or tarac@selfhelpenterprises.org**



STATE OF CA - TTY
ENGLISH 1-800-735-2929
SPANISH 1-800-855-3000



City of Orange Cove CDBG-CV

Small Business Stabilization Loan Application

1. BUSINESS INFORMATION

Business Name: _____

Business Owner Full Name: _____

Business Address: _____

City/ State/ Zip: _____

Business Owner Address: _____

City/ State/ Zip: _____

Business Phone: _____ Email Address: _____

Website: _____ Contact Phone: _____

Type of Business (please list usual activities): _____

Are you an Independent Contractor? ☐ Yes ☐ No

Does the business own or lease the building it occupies? ☐ Yes ☐ No

Was your business forced to shut down due to COVID-19? ☐ Yes ☐ No

Is the business veteran owned? ☐ Yes ☐ No

Is the business minority owned? ☐ Yes ☐ No

Is the owned by a woman? ☐ Yes ☐ No

Business License# _____ Start Date: _____

Tax ID#/EIN # _____ DUNS#: _____

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

FUNDING REQUEST: \$ _____ **(The maximum is \$35,000)**

Grant requests may not be fully funded due to availability and/or the approved grant expenses.)

How did you hear about this program? _____

Organizational Structure (check one):

☐ Sole Proprietorship

☐ Corporation

☐ General Partnership

☐ Limited Liability Company (LLC)

☐ Limited Partnership (LP)

☐ Limited Liability Partnership (LLP)

☐ Other: _____



STATE OF CA - TTY
ENGLISH 1-800-735-2929
SPANISH 1-800-855-3000

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

- a. How has your business been impacted by COVID-19? (Example: Sales decline in dollars, walk in traffic, etc.)
- b. Describe what adverse economic effects COVID-19 has had on your business to date.
- c. What is your recovery plan?
- d. Is the owner of the business also an employee of the business?
- e. How many full-time (FT) and part-time (PT) employees did you employ prior to COVID-19? (Pre-February 1, 2020). Owner included if an employee of the business.
- f. How many full-time (FT) and part-time (PT) employees do you currently employ? How has this number changed? (Post February 1, 2020) Owner included if an employee of the business.
- g. Proposed number of full-time (FT) and part-time (PT) positions that will be *created or retained* with CDBG-CV funds. FT ____ PT ____ (include the owner if an employee of the business)
- h. Will you be ☐ retaining or ☐ creating a Full Time equivalent (FTE) job with these loan funds? (Full time equivalent job is any one employee working 40 hours or multiple employees working a total of 40 hours - the owner can be included in this number if he/she is an employee of the business)

1. Job title(s): _____
2. List special skills or education required for each position. _____
3. Expected time needed to hire (number of days following receipt of funds): _____
4. Hourly Rate: _____
5. Average hours per week per employee: _____
6. How/where will the position be advertised? _____
7. Is this position held by the owner? ☐ Yes ☐ No
8. Notes you would like to provide for consideration. _____



STATE OF CA - TTY
ENGLISH 1-800-735-2929
SPANISH 1-800-855-3000

3. FINANCIAL INFORMATION

- a. Please list the operating expenses that the CDBG-CV award would pay for and attach verification of costs/expenses, include a description and amount (such as lease, utilities, payroll etc.)
- b. Please list other sources of funding for business expenses; including revenues, personal funds, grants and loans applied for and/or received. Include funding source and amount within the year.
- c. Have you applied for any other relief funding? If so, what and when?
- d. Have you received notification that you are eligible for relief funding? If so, what?
- e. Have you received any other relief funding? If so, how much?



STATE OF CA - TTY
ENGLISH 1-800-735-2929
SPANISH 1-800-855-3000

4. MEETING THE JOBS REQUIREMENTS

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

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

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

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

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

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

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

Income Limit Chart:

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



STATE OF CA - TTY
ENGLISH 1-800-735-2929
SPANISH 1-800-855-3000

5. DISCLOSURE ASSURANCES AND SIGNATURES

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

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

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

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

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

I UNDERSTAND AND BY SIGNING, AGREE:

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

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

Signature - Business Owner

Date

Signature - Business Owner

Date