



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute the Direct Payment Program Agreement with the State of California Department of Community Services and Development for the Term of July 1, 2003 Through June 30, 2006.

MEETING DATE: November 5, 2003

PREPARED BY: Finance Director

RECOMMENDED ACTION: That the City Council adopt a resolution authorizing the City Manager, or his designee, to execute the direct payment program agreement with the State of California, Department of Community Services and Development for the term of July 1, 2003 through June 30, 2006.

BACKGROUND INFORMATION: The LIHEAP (Low-Income Home Energy Assistance Program) is designed to provide assistance to qualified customers once a year or as a crisis intervention action. As a crisis intervention action, this program is crucial to customers who need help paying their utility bills, as otherwise they may suffer termination of service for non-payment.

Routinely the State of California, Department of Community Services and Development (CSD) issues an agreement to be jointly signed by CSD and the City of Lodi Revenue Manager to provide for LIHEAP Disbursements on behalf of City of Lodi energy customers. The State CSD is now requiring that a resolution of the local governing body accompany the signed agreement. This resolution will complete the requirements to initiate the agreement for the term of July 1, 2003 through June 30, 2006.

FUNDING: None required

Vicky McAthie
Finance Director

Prepared by Maxine Cadwallader, Revenue Mgr.

APPROVED: _____

Dixon Flynn -- City Manager

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

700 North 10th Street, Room 258
Sacramento, CA 95814
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



September 23, 2003

To All Direct Payment Program Participants:

Cancels and Supersedes the July 2, 2003, Direct Payment Program Agreement

Enclosed is a revised Direct Payment Agreement that cancels and supersedes the one we issued on July 2, 2003. In order to expedite the execution of your Agreement packet, please observe the following instructions, and feel free to use this letter as a checklist.

- Print or type the name and title of the person authorized to sign the Agreement *on both copies.*
- Have your **authorized representative** sign both copies of the Agreement. Your authorized representative is the person who has your governing board's authorization to execute Agreements on behalf of your agency.
- The Agreement must remain unchanged; CSD is not able to process Agreements that have been changed by an agency. If you see the need to make changes to the Agreement, please contact your Program Analyst, who will arrange for Contract Services Unit to immediately mail your agency a corrected Agreement. *Do not use correction fluid or tape. If a correction to any page is necessary, please contact your Program Analyst.*
- When one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by a copy of the resolution, order motion, or ordinance of the local governing body, which by law has authority to enter into the proposed contract, authorizing the execution of the agreement.
- Do not attach or staple anything to the Agreement such as a transmittal letter or board resolution. You may place documents in front of or behind the Agreement packet.
- Return the Agreement package to CSD's Contract Services Unit within 30 days of the date of this letter. If you are unable to do so, please contact your Program Analyst. Once it is fully executed, Contracts Services Unit will send your agency one copy of the executed Agreement for your files.

Direct Payment Agreement
Cancels and Supersedes July 2, 2003 Agreement

-2-

September 22, 2003

If you have any questions regarding the Agreement process, you may contact Anneliz Rodriguez of my staff at (916) 341-4335.

Sincerely,



FERNANDO NEGRETE
Manager, Contract Services Unit

FN:ar
Enclosures

**STATE OF CALIFORNIA
AGREEMENT**

This Direct Payment Agreement cancels and supersedes the Agreement mailed on July 2, 2003 and consists of this signature page, Exhibits A through D, and Attachments 1-4, which are attached hereto and incorporated herein by this reference, and is entered into between the State Agency, **Department of Community Services and Development**, and the Utility Company named below:

Utility Company: City of Lodi

The term of this Agreement is: July 1st 2003 through June 30th 2006.

The maximum amount of this Agreement is: \$ -0-

Agreed to and approved:

By: _____
Authorized Signature Date Signed

Printed Name and Title of Person Signing

Address:

Telephone:

Facsimile:

Approved as to form 
City Attorney

**STATE OF CALIFORNIA, DEPARTMENT OF COMMUNITY SERVICES AND
DEVELOPMENT**

By: _____
Authorized Signature Date Signed

Timothy M. Dayonot, Director
Printed Name and Title of Person Signing

Address: 700 North Tenth Street
Sacramento, CA 95814-0338

Telephone: (916) 341-4200

Facsimile: (916) 327-3153

**Exhibit A
(Agreement)**

SCOPE OF WORK

1. The purpose of this Agreement between the Department of Community Services and Development, hereinafter referred to as CSD, and the City of Lodi, hereinafter referred to as Contractor, is for the purpose of making direct credit to the accounts of low-income energy customers of the Contractor that are identified by CSD as payment recipients under CSD's Low-Income Home Energy Assistance Program (LIHEAP), which includes the Home Energy Assistance Program (HEAP) and Energy Crisis Intervention Program – Fast Track (ECIP-FT).
2.
 - A. CSD will process applications and make a determination of applicant's eligibility for assistance based upon preestablished criteria pursuant to the LIHEAP. CSD will provide the Contractor with a printout or transmittal (Attachment 2) that lists applicants determined eligible for assistance and the amount of assistance. Payment, in the form of a State of California warrant, and Direct Payment Summary (Attachment 3), shall accompany the printout, and shall represent the sum total of benefits contained on said transmittal.
 - B. Contractor will process payments contained on aforementioned printout in accordance with the provisions of the enclosed LIHEAP Direct Payment instructions (Attachment 1).
 - C. Contractor will provide notification of LIHEAP payment to each customer for whom a credit is made. The wording of said notification must contain the words "LIHEAP credit."
 - D. The contractor shall attempt to credit the accounts of qualified low-income customers by the subsequent billing cycle following the receipt of the transmittal and State of California warrant.
 - E.
 - 1) Contractor is responsible for completing and returning to CSD, the Direct Payment Summary that accompanies each transmittal, within ten (10) working days of processing and handling the batch run of eligible low-income utility customers receiving LIHEAP assistance. Contractor shall complete the Direct Payment Summary by indicating: 1) the total number of customer accounts where the Contractor was successful in crediting full amount of eligible LIHEAP benefit; 2) the customer accounts where the Contractor was only able to credit a partial amount of the eligible LIHEAP benefit, also referred to as Partial Payment Return; and 3) the customer accounts where the Contractor was unable to credit any of the eligible LIHEAP assistance amount, also referred to as Full Payment Return.

**Exhibit A
(Agreement)**

- 2) Contractor shall return any undeliverable LIHEAP benefits to CSD during the course of this Agreement.

3. Disbursements

Funds provided under this Agreement shall be disbursed and applicant accounts credited in accordance with the provisions of the LIHEAP Direct Payment instructions.

4. Assurances

- A. Contractor shall charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the payment amount made by the Department. The actual costs of the home energy shall be consistent with applicable utility company tariffs as approved by the CPUC.
- B. Contractor assures that no household receiving assistance under this process will be treated adversely because of such assistance under applicable provisions of State Law regarding public regulatory requirements.

5. Reports

Reports required under this Agreement are detailed in the LIHEAP Direct Payment instructions and the attachments thereto.

**Exhibit B
(Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment

Contractor will not receive any direct financial consideration under this Agreement.

2. Address for the State

Unless otherwise required by the LIHEAP Direct Payment Instructions and the attachments thereto, Contractor shall send notes and/or correspondence to:

Department of Community Services and Development
Attn. Jason Wimbley, Manager, Program Services and Support Unit
700 North Tenth Street, Room 258
Sacramento, California 95814-0338.

3. CSD's Project Manager

The Manager of the Program Services and Support Unit is designated as the Department's Project Coordinator. The Department may, at any time, designate a substitute Project Coordinator.

4. Contractor's Project Coordinator

_____ is designated as the Contractor's Project Coordinator. The Contractor may, at any time, designate a substitute Project Coordinator. Notification to CSD of any change in the Project Coordinator will be made in writing and will not require an amendment to this agreement.

5. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CSD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the State of California Budget Act for purposes of this program, the CSD shall have the option to either cancel this Agreement with no liability occurring to the CSD, or offer an agreement amendment to Contractor to reflect the reduced amount.

**Exhibit B
(Agreement)**

- C. Notwithstanding the language in Sections 5.A. or 5.B. above, if CSD believes that funds will be insufficient to allow the State to make LIHEAP payments to Contractor i.e., for the reasons described in Section 5.A. or 5.B. above, then CSD shall promptly notify Contractor's Project Coordinator. The CSD and Project Coordinator shall attempt to amend this Agreement so the LIHEAP payments can continue to the extent possible given the nature of the shortage or unavailability of funding for LIHEAP. The parties agree that it is undesirable to terminate this Agreement for any short-term unavailability of LIHEAP funds and that it would be preferable, if Federal funds are not available for LIHEAP, to suspend LIHEAP until CSD is able to obtain sufficient funding to resume credits to qualified low-income energy customers, as provided for under LIHEAP.

6. Provisions for Federally Funded Contracts

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to the CSD by the United States Government for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for LIHEAP, this contract shall be amended to reflect any reduction in funds.
- D. CSD has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction for funds.
- E. CSD will notify Contractor's Project Coordinator if federal funds are insufficient for LIHEAP to continue as expected during the next fiscal year or if restrictions, limitations or conditions have been imposed by Congress on the LIHEAP or funding for it as soon as the Federal grant award letter has been issued with some constraint. CSD further agrees that Contractor's willingness to suspend the LIHEAP, as described herein and in Section 5.C. above, does not constitute an agreement by Contractor that: (i) funding for LIHEAP is unimportant or (ii) a delay in crediting a customer with LIHEAP funds is acceptable, to either Contractor or its customers.

**Exhibit C
(Agreement)**

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement shall become a valid, enforceable agreement only after both parties sign it.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Audit

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896).

5. Indemnification

Each party is responsible for its own acts, omissions, conduct, and failure to act in the performance of this Agreement.

6. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**Exhibit C
(Agreement)**

7. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Nondiscrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Certification Clauses

The Contractor Certification Clauses contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto. [See Exhibit D., Sections 7. through 11.]

**Exhibit C
(Agreement)**

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise so provided.

13. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**Exhibit D
(Agreement)**

ADDITIONAL TERMS AND CONDITIONS

1. Cancellation

Either party may terminate this Agreement without cause, by giving thirty (30) days written notice to the other party and may be amended upon mutual consent.

2. Subcontracts

No subcontracts shall be permitted under this Agreement. Since no subcontracts will be associated with this Agreement, references to subcontractors or subcontract as part of standard provisions that have been included herein shall have no applicability.

3. Complete Agreement

This Agreement, which includes any supplemental documents attached hereto, sets forth the entire Agreement between the Contractor and the Department, and supersedes all other oral or written provisions. No modification of any of the provisions shall be binding on the Contractor or the Department unless expressly agreed to in writing.

4. Americans with Disabilities Act

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

5. Records

- A. Contractor shall make available to the Department, or its representative, all appropriate books, documents, papers, and records for examination, copying or mechanical reproduction on or off its premises as the Department may require.
- B. Contractor shall preserve and make available the items listed above for a period of three (3) years from the date of the final disbursement under this Agreement. In the event any record must be maintained for a period longer than three (3) years, the Department will send Contractor appropriate notification.

6. Right to Monitor, Audit, and Investigate

The Federal Government, State Government, or duly authorized representative of the State Government, which includes, but is not limited to, the Bureau of State Audits, shall

**Exhibit D
(Agreement)**

have the right to monitor and audit all parties to this Agreement and all subcontractors providing services under this Agreement through on-site inspections, audits, and other means deemed necessary for a period of three (3) years from the date of the final payments under this contract.

7. Doing Business with the State of California

The following laws apply to persons or entities doing business with the State of California:

- A. Conflict of Interest: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - 1) Current State Employees (PCC 10410):
 - a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - 2) Former State Employees (PCC 10411):
 - a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

**Exhibit D
(Agreement)**

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

8. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change CSD will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Corporate Qualifications to do Business in California

- A. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- B. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**Exhibit D
(Agreement)**

11. Resolution

A county, city, district, or other local public body must provide CSD with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

Direct Payment

LIHEAP Direct Payment Instructions and Samples

- Attachment 1 – Direct Payment Instructions
- Attachment 2 – Print out Report
- Attachment 3 – HEAP Direct Payment Summary
- Attachment 4 – Match/Error Criteria

ATTACHMENT 1

LIHEAP DIRECT PAYMENTS

HOW TO MAKE A MATCH

OPEN ACCOUNTS: If an applicant's utility account is open at the time a LIHEAP payment is received, the full amount of the payment can be applied even if it creates a credit to the account.

It is incumbent upon your company to match payments to the correct account and customer of record to which the LIHEAP applicant has directed the benefit. For this purpose, both the "Customer of Record" and last name of the LIHEAP applicant, "Applicant Last Name" has been provided, as well as an account number and service address.

CLOSED ACCOUNTS: If, at the time the LIHEAP benefit is to be applied, and the applicant's reported utility account is closed, you must select and complete one of the three options below:

- 1.) A match can be made with an applicant's new account within the same utility company.
- 2.) If the account is CLOSED with an outstanding balance owed, a partial payment can be made and the difference refunded to CSD with a notation on your printout.
- 3.) If the account is CLOSED with no outstanding balance, the total amount of LIHEAP benefit should be returned to CSD with a notation on your printout.

HOW TO NOTIFY CSD OF PARTIALS AND/OR NON-MATCHES

- 1.) **PRINTOUTS:**
 - Copy the page of the printout upon which the LIHEAP applicant's name appears.
 - Circle the name of the customer of record to whose account the partial payment was applied (See Attachment 1).
 - Note beside the LIHEAP payment the amount that is being returned to CSD (the difference between the CSD payment and the returned amount is the amount which was credited to the customer of record). If there is a 100% refund to CSD, note the total LIHEAP payment amount.

- Provide an adding machine tape listing the total amount of money to be refunded to CSD. The tape should include both the individual amounts, as well as a total.
- Return the LIHEAP DIRECT PAYMENT SUMMARY SHEET, which accompanies each run of selected payment records, with the number of partials and/or non-matches (See Attachment 2).
- Attach a check made payable to CSD and return your printout (with partials/non-matches information), adding machine tape, and summary page to:

The Department of Community Services and Development
Program Services and Support Unit
700 North 10th Street
Sacramento, California 95814

2.) Floppy Diskette/File Transfer Protocol (FTP)

- If you expect to return the “partial or non-match” information to CSD by floppy diskette or File Transfer Protocol (FTP), refer to Attachment 3 for more specific instructions on how to code the record.

WHAT IF ALL RECORDS ARE MATCHES

If you find that all records on a specific run are matches to your client database, you need to notify CSD on the LIHEAP Direct Payment Summary. In the case of a 100% match, the figure in the “Run \$ Total” column would be the same amount as the amount in the “Total \$ Match” column (Attachment 2).

ATTACHMENT 2
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2003 HOME ENERGY ASSISTANCE PROGRAM
(Federally Funded Programs)
PACIFIC GAS AND ELECTRIC
Pay run On 09/10/2003

<u>ACCOUNT NUMBER</u>	<u>PAY AMT.</u>	<u>CUSTOMER OF RECORD</u>	<u>SERVICE ADDRESS</u>	<u>APPLICANT LAST</u>	<u>DLN</u>
98309691916	\$50.00	MARIE ANTOINETTE	116 PARIS DR SAN ONE, CA 93914	ANTOINETTE	03047508700000561
87578912894	\$150.00	EDGAR ALLEN POE	225 ACE LN HAWEYE, CA 95874	POE	03058078000000562
98309691916	\$50.00	SAMUEL SMITH	226 ROCK DR SAN ONE, CA 93914	SMITH	03057508700000563
87578912894	\$150.00	JOHN SEAGULL	227 BLUE LN HAWEYE, CA 95874	SEAGULL	03068078000000564
98309691916	\$50.00	BENJAMIN FRANKLIN	232 OXFORD DR SAN ONE, CA 93914	FRANKLIN	03047508700000565
87578912894	\$150.00	THOMAS JEFFERSON	215 PELIER RD WALLEYE, CA 93914	JEFFERSON	03047508700000567
983092781916	\$50.00	MADAME CURIE	115 PARIS DR SAN ONE, CA 93914	CURIE	03045807000000568

GRAND TOTAL: \$650.00

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

A Quality Management Department

700 North 10th Street, Room 258

Sacramento, CA 95814

(916) 341-4200

(916) 327-3153 (FAX)

(916) 327-6318 (TDD)

CSD-038



ATTACHMENT 3

2003 HEAP DIRECT PAYMENT SUMMARY

PLEASE COMPLETE FOR EACH DIRECT PAYMENT BATCH

CSD RUN DATE (TOP LEFT HAND CORNER OF PRINT-OUT)	RUN \$ TOTAL (\$ AMOUNT OF CHECK FROM CSD)	TOTAL \$ AMOUNT TO RETURN (\$ RETURN TO CSD - ATTACH CHECK)	TOTAL # RETURNS	TOTAL \$ MATCH
02/26/2002				

COMPLETED BY: _____ PHONE: _____

UTILITY COMPANY: _____ DATE: _____

PLEASE RETURN THIS SUMMARY WITH PRINT-OUTS AND CHECK (FOR NON-MATCHES)
NO LATER THAN 10 DAYS FOLLOWING RECEIPT FROM CSD

PLEASE RETURN SUMMARY TO: PATSY ESPOSITO, PROGRAM SERVICES AND SUPPORT
HOME ENERGY ASSISTANCE PROGRAM
700 N 10th STREET
SACRAMENTO, CA 95814

IF YOU HAVE ANY QUESTIONS ON HOW TO FILL OUT THIS SUMMARY, PLEASE CONTACT
PATSY ESPOSITO (916) 341-4274 or DIANA SUAREZ (916) 341-4342

CSD USE ONLY

CHECK #		DATE RECEIVED		DATE TO ITS	
\$ AMOUNT					

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A d d r e s s	Last Name																				F i r s t	SSN										Bill Last Name																		F i r s t
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RESOLUTION NO. 2003-204

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
DIRECT PAYMENT PROGRAM AGREEMENT WITH THE
STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY
SERVICES AND DEVELOPMENT FOR THE TERM OF
JULY 1, 2003 THROUGH JUNE 30, 2006

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Direct Payment Program Agreement between the City of Lodi and the State of California Department of Community Services and Development; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute the agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that this agreement shall be in effect for the term July 1, 2003 through June 30, 2006.

Dated: November 5, 2003

I hereby certify that Resolution No. 2003-204 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 5, 2003, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, Howard, Land, and Mayor Hitchcock
NOES: COUNCIL MEMBERS – None
ABSENT: COUNCIL MEMBERS – None
ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk