



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.clovisca.gov

August 18, 2025

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; and you may view the meeting which is webcast and accessed at www.clovisca.gov/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.clovisca.gov/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:
 - Council Meeting Date
 - Item Number
 - Name
 - Email
 - Comment
- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.



SCAN ME

CAMPAIGN CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE – Pursuant to Government Code section 84308, a Councilmember shall not accept, solicit, or direct a campaign contribution of more than \$500 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Councilmember who has received a campaign contribution of more than \$500 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code section 84308, subdivision (e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$500 made within the preceding 12 months by the party or their agent to any Councilmember. The disclosure shall be made as required by Government Code Section 84308, subdivision (e)(1) and California Code of Regulations, Title 2, section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$500 to any Councilmember during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

CALL TO ORDER

FLAG SALUTE - Councilmember Basgall

ROLL CALL

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 3 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

1. Administration - Approval - Minutes from the August 11, 2025, Council Meeting.
2. Administration - Authorize the City Manager to execute the FY 2025-26 Agreement up to an amount of \$50,000, between the City of Clovis and the Economic Development Corporation Serving Fresno County.
3. Administration – Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, Q4 April to June 2025.
4. Finance – Receive and File – Investment Report for the Month of February 2025.
5. Finance – Receive and File – Treasurer's Report for the Month of February 2025.

6. Finance – Receive and File – Investment Report for the Month of March 2025.
7. Finance – Receive and File – Treasurer’s Report for the Month of March 2025.
8. General Service – Approval – Res. 25-____, Authorizing the City Manager to Execute an Agreement for Older Americans Act Funding for Title III C-1 Nutrition Services Through the Fresno-Madera Area Agency on Aging (FMAAA); and Approval - Res. 25-____, Amending the FY 2025-2026 General Services Department Budget to Reflect \$50,250.00 in Grant Funding for the Clovis Senior Activity Center Awarded by the Fresno-Madera Area Agency on Aging.
9. General Services – Approval – Res. 25-____, Renewing Medical Plan Options for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan.
10. General Services – Ratification of the City Manager’s Approval of the Second Contract Amendment for Urban Transportation Associates, Inc. (UTA), to Extend the Original Contract for Transit Automated Passenger Counters (APC), for an amount not to exceed \$75,000.
11. Planning and Development Services – Approval – Waive the City’s formal purchasing process and approve a Consultant Agreement between the City of Clovis and Ascent Environmental, Inc., to assist with implementing the Housing Programs outlined in the Housing Element in the amount of \$200,000; and Authorize the City Manager to sign the agreement.
12. Police - Approval - Res. 25 -____, Authorizing the Police Chief to execute the 2025-2026 Department of Alcoholic Beverage Control Alcohol Policing Partnership Grant Agreement and amend the Police Department budget to reflect the award of \$78,423.

PUBLIC HEARINGS - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

13. Consider various actions Related to Tobacco Retailer Violations and Hearing Officer Authority.
 - a. Consider Introduction – Ord. 25-____, Amending Chapter 5.28 to Title 5 of the Clovis Municipal Code relating to Appeals.
 - b. Consider Introduction – Ord. 25-____, Amending Chapter 5.35 to Title 5 of the Clovis Municipal Code relating to Tobacco Retailers.

Staff: Sean O’Brien, Police Corporal

Recommendation: Approve

ADMINISTRATIVE ITEMS - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

14. Workshop – Planning 101 session on the City’s annexation process and planning entitlement procedures.

Staff: George González, City Planner

Recommendation: Receive and File

CITY MANAGER COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

FUTURE MEETINGS

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

Sept. 2, 2025 (Tue.)
Sept. 8, 2025 (Mon.)
Sept. 15, 2025 (Mon.)

CLOVIS CITY COUNCIL MEETING

August 11, 2025

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Mouanoutoua at **6:01**

Flag Salute led by Mayor Pro Tem Pearce

Roll Call: Present: Councilmembers Ashbeck, Basgall, Bessinger, Mayor Pro Tem Pearce
Mayor Mouanoutoua

PUBLIC COMMENTS – 6:03

Dr. Jeni-Ann Kren, resident – Noted removed trees at Nees/Sylmar median and a broken traffic light at Villa/Sierra.

Steven Trevino, resident – Raised concerns about frequent accidents at Fowler/Bullard.

Bill Scott, resident – Suggested requiring scooter riders to wear reflective vests with lights at night.

CONSENT CALENDAR – 6:08

Upon call, there was no public comment.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

1. Administration - Approval - Minutes from the August 4, 2025, Council Meeting.
2. Administration - Adopt - **Ord. 25-10**, Adding Chapter 5.37 to Title 5, of the Clovis Municipal Code, Prohibiting the Unlawful Possession of Detached Catalytic Converters. (Vote: 5-0)
3. Planning and Development Services – Approval – **Res. 25-86**, Approving a Second Amendment to the consultant Agreement with LSA for Environmental Consulting Services for the Heritage Grove H-Land Specific Plan EIR, adding \$88,000, for a total contract amount of \$605,985, and Authorizing the City Manager to Execute the Amendment.
4. Planning and Development Services – Approval – Bid Award for CIP 22-08 Shepherd Avenue Interconnect to Wiring Connection, Inc., in the amount of \$1,200,934; and Authorize the City Manager to execute the contract on behalf of the City.
5. Planning and Development Services – Approval – Bid Award for CIP 13-22 Leonard Avenue Bridge Replacement to Dawson-Mauldin, LLC, in the amount of \$1,730,656; and Authorize the City Manager to execute the contract on behalf of the City.
6. Planning and Development Services – Approval – Final Acceptance for CIP 21-17, Barstow Avenue Rehabilitation, with the final contract cost of \$445,977.35.

ADMINISTRATIVE ITEMS – 6:09

6:09 ITEM 7 - Discussion of Term Limits for Council Members, and Potential Direction to Staff.

Mike Prandini, resident and former Clovis City Clerk, spoke in opposition to term limits.

Dr. Jeni-Ann Kren, resident, spoke in opposition to term limits.

Neil Styler, resident, suggested considering 8–12-year term limits and proposed a 10-year sunset on all city ordinances.

Steven Trevino, resident, commented on low voter turnout in past city elections.

There was a consensus to measure community feedback on term limits through a survey and revisit the discussion after district elections in a couple of years.

6:38 ITEM 8 - Provide Direction - Potential transition of the City of Clovis to a Charter City.

Brian Wilson, resident, spoke in support of pursuing a charter city.

Neil Styler, resident, spoke in support of local control and suggested collaboration among cities and push back on Sacramento.

Mike Prandini, resident and former Clovis City Clerk, spoke in opposition of pursuing a charter city.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger to continue the conversation on transitioning to a charter city but take no action at this meeting. Motion carried by 3-2 vote, with Mayor Pro Tem Pearce and Mayor Mouanoutoua voting no.

7:39 ITEM 9 - Discussion and Provide Direction Regarding City Council Protocols.

Mike Prandini, resident and former Clovis City Clerk, asked for clarification on the agenda item.

Dr. Jeni-Ann Kren, resident, raised concerns related to social media usage by elected officials.

Steven Trevino, resident, suggested the council should better communicate their roles beyond public appearance.

After Council discussion, there were no changes to the current Council protocols.

CITY MANAGER COMMENTS – 8:07

City Manager Haussler announced several upcoming events including the Senior Activity Center fundraiser dinner on August 23, 2025, Clovis Mobile Rec event at Westcal Park, a free countertop compost pail giveaway, Senior Prom, Saturday, August 16, 2025, movie night in Loma Vista, and a send-off for Miss Clovis heading to Miss America; congratulated General Services Director Hance for being named one of the top women professionals by the Marjaree Mason Center; reported the city's latest sales tax report, and lastly an update on council-directed items.

COUNCIL COMMENTS – 8:10

There was no formal Council direction for staff.

CLOSED SESSION – 8:12

Upon call, there was no public comment.

ITEM 10 - GOVERNMENT CODE SECTION 54956.8 CONFERENCE WITH REAL PROPERTY NEGOTIATORS PROPERTY: APN 580-072-41S, NORTHEAST CORNER OF MINNEAWAWA/INTERNATIONAL AGENCY NEGOTIATORS: CITY MANAGER, CITY ATTORNEY, RYAN BURNETT NEGOTIATING PARTIES: HGCLOVIS, LLC UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

No action taken.

ADJOURNMENT

Mayor Mouanoutoua adjourned the meeting of the Council to August 18, 2025.

Meeting adjourned: 8:35 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 18, 2025

SUBJECT: Administration - Authorize the City Manager to execute the FY 2025-26 Agreement up to an amount of \$50,000, between the City of Clovis and the Economic Development Corporation Serving Fresno County.

ATTACHMENTS: 1. 2025-26 Agreement between the City of Clovis and the Economic Development Corporation Serving Fresno County

RECOMMENDATION

Approve and authorize the City Manager to execute the fiscal year 2025-26 Agreement up to an amount of \$50,000, between the City of Clovis and the Economic Development Corporation Serving Fresno County (EDC).

EXECUTIVE SUMMARY

The attached agreement is between the City of Clovis and the Economic Development Corporation serving Fresno County, up to an amount of \$50,000. The agreement outlines activities and responsibilities that the EDC will provide for the funding. Additionally, subject to prior written approval from the City Manager, the City may pay an additional amount of no more than \$15,000 for initiatives and special project needs which may arise during the term which require one-time financial support. Such uses may include participation and travel for missions, conferences, or trade shows; procurement of specialized industry and market data to advance business attraction and expansion efforts; and/or engagement of subject-matter experts or specialized consultants (e.g., advanced manufacturing experts).

BACKGROUND

The Agreement continues the formalized relationship between the City and the EDC. The EDC will assist in promoting economic growth in the City of Clovis by providing informational resources and technical assistance to retain and expand existing Clovis businesses, assist in the development of marketing materials to attract new investment to the City, and assist in marketing the City's industrial/commercial properties, including the Research and Technology Park.

Attraction efforts will include data analysis to determine likely industries and subsequent businesses that are ideal for Clovis to focus on, general marketing efforts, trade show

attendance, outreach to brokers, and site tours completed for businesses looking to locate in Clovis. Retention efforts will include utilizing access to economic data the EDC has to ensure Clovis staff focuses on critical businesses in retention efforts and the EDC acting as a business resource expert. This structure allows for the City and the EDC to leverage their expertise and increase the ability of economic development efforts in Clovis.

Additionally, EDC will continue to work with Clovis as the region expands efforts to attract businesses associated with the semiconductor industry.

The EDC also agrees to support the City of Clovis in completing and implementing the Five Year Comprehensive Economic Development Strategy plan update.

To facilitate continued close coordination between the City and EDC, the City of Clovis Economic Development Director sits on the Fresno County CEDS Committee, and the City Manager sits on the Board of Directors and the Executive Committee of the EDC. The City's Economic Development staff maintains a close working relationship with the EDC's Executive Director and staff.

FISCAL IMPACT

The City of Clovis will pay the EDC \$50,000 in the 2025-26 fiscal year in four quarterly payments contingent on submission of a quarterly report of activities to the City Council. These funds are included in the 2024-25 City budget. Additionally, subject to prior written approval from the City Manager, the City may pay an additional amount of no more than \$15,000 for initiatives and special project needs which may arise during the term which require one-time financial support.

REASON FOR RECOMMENDATION

This agreement is consistent with the adopted budget, policies, goals, and objectives of the City Council. As a regional economic development organization, it is appropriate that the City collaborates with the EDC on the implementation of goals and objectives to facilitate the creation of jobs for Clovis and the region.

Approval of this agreement will allow the City to continue its coordinated approach to enhancing the City's economy and job creation efforts with the County of Fresno and other cities within the County.

ACTIONS FOLLOWING APPROVAL

After approval, the City Manager will execute the agreement; and the Community and Economic Development staff will administer the agreement.

CONFLICT OF INTEREST

None.

Prepared by: Chad McCollum, Economic Development, Housing and Communications Director

Reviewed by: City Manager *AM*

**ECONOMIC DEVELOPMENT SERVICES AGREEMENT BETWEEN THE CITY OF CLOVIS AND THE
ECONOMIC DEVELOPMENT CORPORATION SERVING FRESNO COUNTY
FOR FISCAL YEAR 2025-2026**

AGENDA ITEM NO. 2.

This Economic Development Services Agreement (“Agreement”) is entered into by and between the City of Clovis, a California municipal corporation, and the Economic Development Corporation Serving Fresno County, a California nonprofit mutual benefit corporation, for a one-year term of the 2025-2026 fiscal year (July 1, 2025-June 30, 2026).

WHEREAS, the City Council of the City of Clovis (City) is committed to a balanced and diversified economy as one of its most important priorities to ensure the future well-being of the citizens of Clovis; and

WHEREAS, the City has invested considerable resources to encourage a location for new and expanding businesses and industries and to ensure the economic vitality of commercial areas; and

WHEREAS, the Economic Development Corporation Serving Fresno County (EDC) continues to maintain regional, national, and international marketing and promotional efforts to attract the location and expansion of businesses and industries in all of the communities within Fresno County; and

WHEREAS, the State of California (State) has designated the EDC as its regional contact and referral point for businesses and industries that contact the State while seeking a location for new or expanded facilities; and

WHEREAS, the City desires to secure such services from EDC and allocate funds to the EDC for purposes of aligning additional EDC resources and staff support to assist in implementing and administering certain local economic development activities such as advocacy, marketing and promotion, and technical support for the City by the EDC toward business attraction goals to create ongoing opportunities for the City; and

WHEREAS, the City seeks to enhance its support of the EDC in order to utilize the unique position the EDC maintains within the business community, and to promote economic growth in the City.

NOW, THEREFORE, the City and the EDC agree as follows:

1. The EDC agrees to assist the City in promoting the economic growth in the City by providing the following services:
 - (a) Provide informational resources and technical assistance to retain and expand existing Clovis businesses.
 - (b) For the purpose of recruiting new businesses and industries to the City, provide information to industrial, office and/or retail representatives.
 - (c) Assist in the development of marketing materials to attract new investment to the City.
 - (d) Assist in marketing the City’s industrial/commercial properties, including the Research and Technology Park.

- (e) Market the City to commercial and industrial brokers, developers, site selectors, and businesses.
 - (f) Distribute City economic development materials.
 - (g) Assist the City in the implementation of the City's Economic Development Strategy and the Business Retention, Expansion and Attraction Program.
 - (h) Assist the City in preparing for, and conducting, proactive targeted outreach to companies identified as a priority using prospecting tools, if available.
 - (i) The Economic Development team will work towards fostering a closer working relationship with local business associations to enhance the accessibility of EDC's services to City employers. Level of partnership is dependent on willingness and capacity of local business associations to participate.
 - (j) Assist City points-of-contact in fully utilizing social media and online marketing tools to advance economic and community development efforts in the City.
 - (k) In addition to periodic reports to the City's Economic Development Director and City Manager, submit quarterly status reports to the City Council, detailing the progress of the EDC and related activities.
 - (l) The EDC shall assist in identifying economic development projects and priorities on the City's behalf for inclusion in the County of Fresno's Comprehensive Economic Development Strategy (CEDS) for potential grant funding.
 - (m) The EDC agrees to provide a designated Economic Development Specialist as an EDC staff member to respond to City business attraction and expansion leads and to ensure City participation.
2. For performance of the services described in Section 1, paragraphs (a) through (m) and the measurable outcomes identified in Exhibit A attached hereto and incorporated herein by this reference, the City agrees to pay the EDC the total sum of \$50,000.00 to be paid in four (4) equal quarterly installments of \$12,500.00 at the end of each quarter during the 2025-2026 Fiscal Year term. Additionally, the EDC and City acknowledge that strategic initiatives and special project needs may arise during the 2025-2026 Fiscal Year term, requiring additional one-time financial support. Such initiatives may include, but are not limited to, participation and travel for missions, conferences, or trade shows; procurement of specialized industry and market data to advance business attraction and expansion efforts; and/or engagement of subject-matter experts or specialized consultants (e.g., advanced manufacturing experts). Subject to prior written approval from the City Manager, the City may pay an additional amount to EDC during the 2025-2026 Fiscal Year term not exceeding \$15,000, provided such funding specifically advances the strategic economic development objectives agreed upon by both parties.
 3. It is understood and agreed that in the performance of this Agreement the EDC is an independent contractor. The EDC shall take out and maintain Workers Compensation,

State Disability, and other insurance coverage as required by law and shall in all other respects comply with applicable provisions of federal, state, and local laws, rules and regulations.

4. The EDC shall indemnify, hold harmless, and defend the City, its officers, agents, and employees, from all claims for money, damages, or other relief arising in any form from the performance of this Agreement by the EDC, its officers, agents, or employees. The EDC shall take out and maintain for the full term of this agreement liability insurance providing protection for personal injury, wrongful death, and property damage; such insurance to be in amounts and issued by carriers acceptable to the City. The EDC shall provide the City with a Certificate of Insurance evidencing such coverage.
5. The funds provided EDC by the City pursuant to this Agreement shall not be directly or indirectly used for any political purpose whatsoever. This prohibition includes, but is not limited to, campaigns, events, promotions, literature, lobbying or other activities for, against or on behalf of any state, local or federal legislation, issue, candidate(s) or action, whether partisan in nature or not.
6. As part of the annual financial audit of the books and records of the EDC by the EDC's independent auditor, the audit shall include tests for compliance with this Agreement. These tests shall be performed in conformance with generally accepted auditing standards. The auditor shall prepare a separate written report on the compliance with the provisions of this agreement. The City reserves the right to review, during normal business hours, the books and records of the EDC's expenditures which are related to the programs required by the provisions of this Agreement.

DATED: _____

DATED: _____

CITY OF CLOVIS

ECONOMIC DEVELOPMENT CORPORATION
SERVING FRESNO COUNTY

BY: _____
Andrew Haussler, City Manager

BY: _____
William Oliver, CEO

ATTEST:

Briana Parra, City Clerk

APPROVED AS TO LEGAL FORM:

Scott G. Cross, City Attorney

EXHIBIT A

FY 25-26 Overview of Work Product	Deliverables	FY 2025 – 2026 Target Outcomes
Economic Development Corporation Serving Fresno County Contract: \$50,000 Staff: Will Oliver, President/Chief Executive Officer Lauren Nikkel, Director of Business Services Seth Ramirez, Director of Business Development	Business Retention/Expansion: Conduct an analysis to identify the Top 50 Clovis businesses prioritized for retention and expansion efforts. - Targeted businesses will be contacted by a variety of methods to educate Clovis businesses on available retention resources, such as utility rate reductions, hiring incentives, customized training and low-cost emergency relief funding. Business Recruitment: Utilize AI-enabled investment attraction platforms to generate a targeted list of companies for outreach and attraction to City of Clovis. Assist the City in marketing future and existing industrial sites, including the Research & Technology Park. Assist the City of Clovis in promoting future industrial areas and existing industrial sites to new clients. - Coordinate and lead in-person and virtual site tours for prospective companies. - Develop and update marketing materials and distribute City collateral. - Support broker events (e.g., commercial/industrial mixers) to drive interest and leads. - Provide monthly updates on prospective business leads and recruitment efforts at EDC–City coordination meetings. Special Projects & Initiatives - CEDS Update Participation: Collaborate with the City to incorporate Clovis-specific economic goals into the 2025–2026 update of the Fresno County Comprehensive Economic Development Strategy (CEDS).	Top 50 targeted business analysis for expansion/retention
		Response to all City business inquiries and connection to appropriate resources
		40 new prospective leads
		2 Special Events (e.g., broker mixer and/or business resource workshop)
		Economic profile update tailored to the City of Clovis

	Semicon West Participation: Support Clovis’s participation with a regional coalition at the 2025 Semicon West, a tradeshow focused on the semiconductor supply chain. EDC staff will assist with exhibit coordination, outreach to semiconductor-related companies, and promotion of Clovis industrial assets. General Plan Update Technical Support: Provide services including, but not limited to, sharing requested data, reports, analysis to be utilized in the development of the Economic Development Element in the City of Clovis General Plan Update. Such support may include utilization of licensed software not available to the City of Clovis directly, but through the partnership the City has with Fresno County EDC.	
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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 18, 2025

SUBJECT: Administration – Receive and File – Economic Development Corporation
Serving Fresno County Quarterly Report, Q4 April to June 2025.

ATTACHMENTS: 1. EDC Quarter 4 Report, April to June 2025

RECOMMENDATION

That the City Council receive and file the Quarter 4 Report, April to June 2025, from the Economic Development Corporation serving Fresno County.

EXECUTIVE SUMMARY

The Economic Development Corporation serving Fresno County (EDC) has submitted their Quarter 4 Report of activities for the City Council to receive and file, as required per the 2024-2025 Agreement with the City. This report also serves as a year-end wrap up of workforce training efforts, Clovis business served, regional economic development efforts underway, and events attended by EDC staff.

BACKGROUND

In the summer of 2024, the City of Clovis and the EDC entered into a contract for the 2024-2025 fiscal year to provide regional marketing and business services to Clovis businesses. The contract provides for \$40,000 in baseline funding and provides \$10,000 for focused outreach and project support for the City of Clovis in developing the Five Year Comprehensive Economic Development Strategy plan update. This allows Clovis to be part of a regional effort in attracting commercial and industrial businesses to Clovis. Attached is a report detailing the progress of their activities to provide information to industrial/commercial representatives not currently located in Clovis for recruiting purposes, and to continue to assist existing Clovis businesses with informational and/or technical assistance to access statewide business support programs.

FISCAL IMPACT

The City will forward the Quarter 4 installment payment to EDC. The funds were budgeted in the fiscal year budget.

REASON FOR RECOMMENDATION

The attached report meets the requirements established in the 2024-2025 Agreement between the EDC and the City of Clovis.

ACTIONS FOLLOWING APPROVAL

Staff will file the report and send payment to the EDC.

CONFLICT OF INTEREST

None.

Prepared by: Chad McCollum, Economic Development, Housing and Communications
Director

Reviewed by: City Manager AM



CITY OF CLOVIS

CONTRACT SUMMARY

Fiscal Year 2024-25





CLOVIS BROKER MIXER – JEB’S BLUBERRY HILL

On April 2nd we held our annual commercial & retail broker mixer in partnership with the City of Clovis at Jeb’s Blueberry Hill on Pollasky. Last year, Cody Laird from our staff assisted the business owners with relocating to the City of Clovis after experiencing challenges with their longtime landlord in a neighboring city.

This event convened City of Clovis staff and elected officials, commercial and retail brokers, and property owners to learn more about developments in Old Town Clovis, specifically, and the rest of the city.

It also gave us the opportunity to honor Andy Haussler as the recently-appointed City Manager. Andy has faithfully served on the Fresno County EDC board and executive committee, and we appreciate his thought partnership and collaboration for the economic growth of Clovis and our County!



FY25 BY THE NUMBERS

27
CLIENTS SERVED

17
NEW BUSINESS LEADS

\$1,081,000
PROJECTED PG&E EDR SAVINGS SUPPORTED

17
CLOVIS RESIDENTS PLACED IN
NEO SUBSIDIZED EMPLOYMENT

9
NEW AND RENEWED
NEO EMPLOYERS

\$186,000+
REINVESTED IN CLOVIS NEO
BUSINESSES, FY2025

WORKFORCE TRAINING UPDATES

LABOR SECRETARY LORI CHAVEZ-DEREMER AND CONGRESSMAN VINCE FONG

In late April, Wawona Frozen Foods and Fresno County EDC co-hosted U.S. Department of Labor Secretary Lori Chavez-DeRemer and Congressman Vince Fong. At the meeting, we discussed the Manufacturing Industry Sector Partnership supported by the Good Jobs Challenge and how employer-led training programs benefit not only job seekers but also the regional economy.

Wawona Frozen Foods is one of the founding members of the state's first Federation for Advanced Manufacturing Education (FAME) Chapter, which is also the first FAME Chapter to launch west of the Rockies. FAME is a global-best advanced manufacturing technician program with over 40 chapters operating in the United States. Thanks to this partnership, the FAME program in the Central Valley, at Reedley College, will include a robotics course as well as other industry-selected advanced manufacturing courses. The Good Jobs Challenge has also developed a short-term, "boot camp" like program designed by local manufacturers for local manufacturers. The Manufacturing partnership is now working on designing additional modules to continue upskilling the manufacturing workforce of the region. In a press release highlighting this meeting and her tour throughout California, Secretary Chavez-DeRemer commended demand-focused workforce development and said, "the Central Valley is at the cutting edge of economic development."



EDD GRANT: CENTRAL VALLEY SOCIAL ENTERPRISE EMPLOYMENT NETWORK (SEEN)

Fresno County EDC has been awarded a \$1.7 million, two-year grant from EDD for its Central Valley SEEN (Social Enterprise Employment Network) proposal, an initiative to combat high unemployment and poverty rates in Fresno, Kings, Madera, and Tulare Counties.

This project emphasizes employer leadership, engaging existing business partners through established Good Jobs Challenge sector partnerships. The grant will include assistance from Social Finance, a national nonprofit, to implement a model they developed in Texas and New York State for the first time in California. The model includes contracting with staffing agencies to act as transitional employers sourcing talent from community-based organizations and training programs. A core component is subsidized wages for entry-level workers, with 75 participants expected to receive three months of transitional employment through a competitively procured staffing agency or agencies, bridging the gap between training and stable employment.

This approach directly addresses the critical need for paid work experience among individuals facing significant barriers to employment while acknowledging employers for their role as on-the-job trainers in the workforce development ecosystem. Furthermore, the grant leverages the extensive resources of the Good Jobs training programs, offering participants access to 16 different training pathways in high-demand sectors such as Business, Construction, Manufacturing, and Transportation/Logistics. These programs, alongside comprehensive wraparound services including case management, transportation, and childcare, are designed to equip individuals with the in-demand skills and support necessary to secure and retain high-quality jobs, fostering long-term economic well-being.

CEDS UPDATES

Fresno County's Comprehensive Economic Development Strategy (CEDS) 2025-2030 closed its 30-day public comment period on June 2nd. The announcement for the public comment was covered by two local media sources, The Business Journal and Mid Valley Times, as well as Fresno County EDC's social media platforms. In partnership with County and TIP Strategies, we convened the strategy committee for a final time to review and integrate public feedback. The CEDS is scheduled to be presented for approval by the Fresno County Board of Supervisors in August.

BUSINESS SERVICES UPDATES

DALLAS-FORT WORTH SITE SELECTION MISSION SUMMARY - CCVEDC DELEGATION

As part of our business attraction efforts, Will Oliver participated in a targeted site selection mission to Dallas-Fort Worth with members of California Central Valley EDC (CCVEDC)—our 8-county regional marketing consortium. Over the course of the mission, we met with key national firms including:

- Lee & Associates
- NAI Robert Lynn
- Colliers
- Mohr Partners
- Newmark
- Fischer Corporate Real Estate
- Site Selectors Group
- JLL
- PepsiCo

These meetings focused on promoting Fresno County and the broader Central Valley as a cost-competitive, workforce-ready region for new industrial investment.

Highlights & Key Updates:

- **Shrinking Cost Gap:** Rising property taxes and escalating real estate values in peer markets like Phoenix, Salt Lake City, and Dallas-Fort Worth are creating sticker shock for industrial users—narrowing the cost differential and making Fresno County increasingly attractive by comparison.
- **Spec Investment as Market Signal:** While speculative development has slowed nationally, Scannell Properties' new spec project in Fresno was noted as a positive outlier and signal of confidence in the region's fundamentals.
- **Workforce Advantage:** We emphasized the strength of Fresno County's workforce ecosystem—including our community colleges, CSU campuses, and employer-driven training initiatives.
- **Emerging Data Center Opportunity:** There was strong interest in data center projects co-located with large-scale utility-grade solar, an area where Fresno County's climate, land availability, and grid access present a unique advantage.
- **Perception vs. Reality:** Multiple site selectors and advisors noted that misconceptions about doing business in California remain prevalent, but appreciated the in-person engagement and data we provided to clarify the real advantages in Fresno County.
- **Regional Coordination Matters:** Our collaborative, in-person approach was called a "Goldilocks strategy" by one national consultant—viewed as a strong model for effective economic development outreach.
- **Incentive Modernization Needed:** Across meetings, there was consistent support for revamping California's business incentives—including reinstating performance-based grant programs and advancing refundable tax credits.
- **Confidential Lead:** We had productive discussions with a global food and beverage company currently evaluating sites for consolidation and expansion of existing operations (requirement forthcoming). They emphasized the importance of workforce support like childcare and wraparound services, as seen in national best practices.

Next Steps: We will provide Fresno County-specific follow-up materials and case studies, finalize a CCVEDC familiarization tour with Fresno as a core focus, continue engaging with state partners on incentive policy modernization, and incorporate key messaging from the mission into our business attraction strategy moving forward.

SEMICONDUCTOR INDUSTRY STRATEGY WORKSHOP - MARCH 11, 2025

On March 11, the Fresno County Economic Development Corporation (EDC) convened a Semiconductor Industry Strategy Workshop at the Clovis Transit Center. This collaborative session brought together elected officials and staff from the cities of Clovis and Fresno, as well as representatives from Fresno State, to align on a regional strategy for engaging semiconductor industry leaders at the upcoming SEMICON West Conference in Phoenix.

The workshop, attended by Mayor Vong Mouanoutoua and Councilmember Drew Bessinger, featured Tom Devine, Managing Partner at Briargate Partners, a seasoned expert with decades of experience in the semiconductor industry. Mr. Devine shared valuable insights into the sector's investment patterns, workforce needs, and site selection drivers. He has since agreed to join the region's delegation to Phoenix, where he will lend his expertise, network, and support in positioning Fresno County—and the Clovis/Fresno metro in particular—as a competitive location for semiconductor-related investment. This convening reflects the EDC's ongoing commitment to fostering regional collaboration and proactively pursuing advanced manufacturing opportunities through strategic industry engagement.

PLUG AND PLAY SUMMIT + SITE VISITS

After the Seed4Growth launch, we attended Plug and Play's summit, which included three days of pitch events from early-stage companies from over twenty different industries, including manufacturing, new materials, agtech, and AI.

Immediately following the Summit, three agtech companies made site visits to Fresno County for the purpose of setting up pilot projects and gaining market entry. We facilitated meetings with our local stakeholders, including Fresno State, F3 Innovate & F3 Local, Community West Bank, and Noble Credit Union. These site visits included tours of the Water, Energy, Technology (WET) Center, Fresno State farm, and downtown Fresno.



SEED 4 GROWTH AT PLUG AND PLAY SUMMIT

On June 9th, ahead of Plug and Play's annual summit, Will was invited to speak on a panel at the launch event for Seed4Growth, an agtech & financial technology fund. Alongside Robert Grey, director of sustainable futures at Plug and Play, and Helle Peterson of F3 Local, Will illuminated the challenges farmers face in the Central Valley—as well as their openness to innovation and creative problem-solving, especially as it relates to water regulations and climate change.

SCALE FRESNO LAUNCH

May 23rd marked the launch of Scale Fresno, a countywide initiative gathering CDFIs, business support organizations, and community leaders, aimed at strengthening the capacity of business support organizations and increasing opportunity for small businesses to start, and grow, their business in Fresno County! The EDC participates as the chair of the governance committee, working with each of the partners to help foster collaboration amongst partners and leverage available funding to further the group's goals.

2024-25 Events

- 7/9/2024 - SEMICON West, San Francisco
- 8/5/2024 - Clovis City Council Meeting
- 8/7/2024 - FAME Chapter Kick-off meeting
- 8/12/2024 - CEDS Strategy Committee Kick-off Meeting
- 9/5/2024 - Ready2Hire Job Fair Clovis
- 9/10/2024 - CEDS in-person Roundtable Meetings
- 9/16/2024 - Clovis City Council Meeting
- 9/24/2024 - AB 98 opposition Press Conference
- 10/3/2024 - Chancellors Circle Tour Clovis Community College
- 10/4/2024 - Mayor Lynne Ashbeck Roundtable
- 10/8/2024 - Fresno EDC Annual Event, Academy Homestead Ranch, Clovis
- 10/15/2024 - CEDS in-person Community Meetings
- 10/30/2024 - Valley Made Manufacturing Summit
- 11/13/2024 - CEDS in person Roundtable Meetings
- 11/15/2024 - CCVEDC Board Meeting
- 11/20/2024 - SCCC Welding Program Graduation
- 1/17/2025 - California Central Valley EDC Meeting
- 1/21/2025 - CCVEDC Legislative Visit, Sacramento
- 1/29/2025 - CEDS Strategy Committee & Roundtables
- 1/30/2025 - Clovis Salute to Business Luncheon
- 2/20/2025 - S2J2 Four County Region Coordinating Committee Meeting
- 2/21/2025 - CCVEDC Meeting
- 3/7/2025 - Fresno State Transportation Institute Innovations Summit 2025
- 3/11/2025 - Semiconductor Workshop at the Clovis Transit Center
- 3/12/2025 - Wake up Clovis
- 4/2/2025 - Clovis Broker Mixer
- 4/8/2025 - Training Institute tour the Welding Program
- 4/10/2025 - Fresno County EDC Real Estate Forecast
- 4/25/2025 - Roundtable with Congressman Vince Fong
- 4/29/2025 - Human Resource Assistant Graduation
- 5/10/2025 - SelectUSA, Washington DC
- 5/12/2025 - Welding Employer Expo
- 5/19/2025 - ICSC, Las Vegas
- 5/20/2025 - Welding Graduation
- 5/22/2025 - Truck Driving Graduation
- 6/9/2025 - Plug and Play Conference
- 6/20/2025 - CCVEDC Board Meeting
- 6/27/2025 - VAC Graduation Cohort 28

CLIENTS SERVED

Services provided include, but are not limited to: Direct Outreach, Technical Assistance, Retention and Expansion Services, and Workforce Development.

Accounting America
Alpha Pro Scooters
AMA Management, Inc.
Ano-Tech Metal Finishing Inc.
Best Party Rentals
Best Western Clovis Cole
Braswell
Casa Maria's
City of Clovis

Community Medical Centers
Crow and Wolf Brewing Company
Dark Side Window Tinting
Denny's #9549
Elite Landscape Construction
Elite Team Offices, Inc
Facelogic Spa
Family Express LLC
Fresno Foreign Trade Zone (FTZ)

High Performance Academy
Jeb's Blueberry Hill
Monkey Dog Coffee
Outdoor Environment - Underground Boring Systems, Inc.
Pelican's Snoballs
SMS Services Inc.
Temple Health and Fitness LLC
Valley Chrome Plating Inc.
Wawona Frozen Foods



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: August 18, 2025

SUBJECT: Finance – Receive and File – Investment Report for the Month of February 2025.

ATTACHMENTS:

1. Distribution of Investments
2. Monthly Investment Transactions
3. Certificates of Deposit
4. Municipal Securities
5. Corporate Securities
6. Graph of February 28, 2025, Treasury Rates

RECOMMENDATION

Staff recommends that the City Council receive and file the Investment Report for the Month of February 2025.

EXECUTIVE SUMMARY

Attached is the Investment Report for the month of February 2025. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of February 2025. Attachment 3 lists the certificates of deposit. Attachment 4 lists the municipal securities. Attachment 5 lists the corporate securities. Attachment 6 is a graph of Treasury rates on February 28, 2025.

The investment of the City's funds is performed in accordance with the adopted Investment Policy. Funds are invested with the following objectives in mind:

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.

3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.
4. Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 4.97%. The rate of return for the City of Clovis portfolio is 3.73%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 75% of the Treasury bill rate.

The Finance Department began investing in corporate securities in February 2024 to provide additional diversification and yield to the portfolio. To date, 25 corporate securities have been purchased at a net book value of \$50,495,701 as of February 28, 2025. Their average yield is 4.34%, which is roughly 31 basis points higher than current yields on 5-year Treasury bonds.

In accordance with the Investment Policy, the investment period on each investment is up to three years and can be extended to five years with the City Manager's approval. As of February 2025, the average investment life of the City's investment portfolio is 1.73 years.

Current Investment Environment and Philosophy

During the month of February 2025, the federal funds rate target range was 4.25%-4.50%. On February 28, 2025, the Treasury yield curve decreased from 3-month to 2-year notes, held steady from 2-year to 5-year notes, and increased from 5-year to 10-year notes.

Certificates of Deposit (CD's)

The City purchases both negotiable and non-negotiable Certificates of Deposit (CD's). Although negotiable CD's can be traded, it is the City's policy to buy and hold all CD's. Negotiable CDs are held by U.S. Bank, a third-party custodian. Non-negotiable CDs are held in the City's safe.

Purchases and Maturities

- 0 government securities were purchased.
- 4 government securities matured.
- 0 certificates of deposit were purchased.
- 1 certificate of deposit totaling \$250,000 matured.
- 1 municipal security was purchased.
- 0 municipal securities were called or matured.
- 3 corporate securities were purchased.
- 0 corporate securities were called or matured.

Market Environment

- During February, the federal funds target rate range was at 4.25%-4.50%.
- On February 28, the yield curve decreased from 3-month to 2-year notes, held steady from 2-year to 5-year notes, and increased from 5-year to 10-year notes. See Attachment 6, Graph of Treasury Rates on February 28, 2025.

BACKGROUND

State law (Government Code Section 53646(b)) requires that the City Treasurer provide quarterly reports on their investment activities to their governing body.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Finance report is for information only and no action is required.

ACTIONS FOLLOWING APPROVAL

Staff will file the report.

CONFLICT OF INTEREST

None.

Prepared by: Angela Papazian, Deputy Finance Director

Reviewed by: City Manager AM

**City of Clovis
Distribution of Investments
As of February 28, 2025**

AGENDA ITEM NO. 4.

	COST	NET BOOK VALUE	MARKET VALUE *	YIELD TO MATURITY	STATED INTEREST RATE	INVEST DATE	MATURITY DATE	DAYS TO MATURITY FROM 2/28/2025
<u>GOV'T SECURITIES</u>								
FHLB	4,000,000	4,000,000	3,990,160	2.750%	2.750%	04/25/22	04/25/25	56
FAMCMTN	3,947,600	3,994,046	3,943,000	1.121%	0.750%	12/16/21	07/28/25	150
FHLB	5,000,000	5,000,000	4,983,700	3.600%	3.600%	08/30/22	08/28/25	181
FAMCMTN	4,948,500	4,993,061	4,904,350	0.869%	0.600%	10/14/21	09/08/25	192
FHLB	871,150	927,471	924,683	3.886%	0.500%	04/26/23	11/25/25	270
FHLB	4,963,000	4,992,037	4,833,550	0.750%	0.580%	09/08/21	02/11/26	348
FHLB	3,922,000	3,981,609	3,869,320	1.229%	0.750%	12/16/21	02/24/26	361
FHLB	2,751,000	2,908,339	2,895,450	3.916%	0.790%	05/17/23	03/16/26	381
FFCB	4,967,500	4,989,640	4,760,100	1.075%	0.940%	10/14/21	09/28/26	577
FHLB	3,649,200	3,865,401	3,811,320	3.342%	1.150%	06/29/22	10/28/26	607
FHLB	5,988,000	5,995,834	5,712,720	1.291%	1.250%	11/24/21	11/24/26	634
FHLB	5,127,757	5,046,568	4,835,250	1.580%	2.125%	01/20/22	12/11/26	651
FHLB	4,043,250	4,305,056	4,230,004	3.397%	1.020%	06/29/22	02/24/27	726
FHLB	4,550,000	4,802,240	4,718,521	3.173%	1.020%	08/17/22	02/24/27	726
FHLB	3,695,200	3,876,244	3,837,099	2.564%	0.900%	03/31/22	02/26/27	728
FHLB	6,072,400	6,446,636	6,381,534	3.737%	0.900%	01/19/23	02/26/27	728
FHLB	5,247,000	5,627,339	5,570,511	4.329%	0.900%	02/16/23	02/26/27	728
FHLB	5,050,770	5,392,092	5,364,384	3.971%	1.000%	12/14/22	02/26/27	728
FHLB	4,000,000	4,000,000	3,866,760	2.375%	2.375%	03/08/22	03/08/27	738
FFCB	5,160,000	5,490,951	5,452,920	3.996%	0.830%	03/23/23	02/22/28	1,089
FHLB	355,160	367,356	366,932	4.123%	1.125%	01/18/24	02/25/28	1,092
FFCB	2,123,750	2,244,671	2,284,600	4.812%	1.000%	09/27/23	03/02/28	1,098
FHLB	1,893,209	2,002,582	2,046,452	5.018%	1.000%	10/18/23	03/10/28	1,106
FHLB	3,124,500	3,078,237	3,042,840	3.553%	4.500%	05/17/23	03/10/28	1,106
FFCB	626,780	646,356	646,009	4.121%	1.370%	01/18/04	03/22/28	1,118
FFCB	6,102,000	6,064,351	5,968,380	3.501%	3.875%	04/26/23	04/25/28	1,152
FFCB	5,354,250	5,405,508	5,408,645	4.349%	3.740%	06/14/23	04/27/28	1,154
FFCB	2,955,000	2,969,884	2,995,050	4.814%	4.470%	07/12/23	06/22/28	1,210
FFCB	2,641,500	2,735,265	2,730,090	4.130%	1.230%	12/20/23	07/13/28	1,231
FHLMC	853,500	893,710	904,990	4.601%	1.100%	11/15/23	07/27/28	1,245
FNMA	848,800	890,277	901,770	4.613%	1.000%	11/15/23	07/28/28	1,246
FHLB	882,500	912,832	911,460	4.117%	1.300%	12/20/23	08/04/28	1,253
FHLB	2,981,700	2,986,810	3,071,640	4.892%	4.750%	10/18/23	09/08/28	1,288
FHLMC	842,300	883,568	895,710	4.614%	1.000%	11/15/23	10/19/28	1,329
SECURITIES TOTAL	\$ 119,539,275	\$ 122,715,970	\$ 121,059,904					
LAIF		\$ 59,312,273	\$ 59,312,273					
Municipal Issuance		\$ 58,921,826	\$ 58,546,566					
Corporate Securities		\$ 50,495,701	\$ 50,877,885					
Sweep Account (Union Bank)		\$ 16,972,063	\$ 16,972,063					
TOTAL CD'S		\$ 31,750,000	\$ 31,846,613					
TOTAL INVESTMENTS		\$ 340,167,833	\$ 338,615,304					

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of February 28, 2025

AGENDA ITEM NO. 4.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
Los Angeles CA Cmnty	Mun Iss.	Purchase	1,250,000	1,275,000	5.520%	02/13/25	08/01/29
Eli Lilly & Co	Corp	Purchase	3,000,000	3,000,000	4.750%	02/13/25	02/12/30
PepsiCo Inc	Corp	Purchase	3,000,000	2,985,000	5.600%	02/13/25	02/07/30
State Street Corp	Corp	Purchase	2,000,000	1,800,000	2.400%	02/13/25	01/24/30
FNMA	Gov. Sec.	Maturity	2,000,000	1,995,138	0.500%	02/28/25	02/28/25
FNMA	Gov. Sec.	Maturity	1,000,000	997,529	0.520%	02/25/25	02/25/25
FHLB	Gov. Sec.	Maturity	1,000,000	997,411	0.625%	02/27/25	02/27/25
FHLB	Gov. Sec.	Maturity	4,000,000	3,999,489	1.750%	02/28/25	02/28/25
Mountain Amer Fed	CD	Maturity	250,000	250,000	3.450%	02/28/25	02/28/25

PORTFOLIO DATA

Current Month (02/25)

	Book	Market
CD'S	\$ 31,750,000	\$ 31,846,613
Gov't Securities*	122,715,970	121,059,904
Municipal Securities	58,921,826	58,546,566
Corporate Securities	50,495,701	50,877,885
LAIF	59,312,273	59,312,273
Sweep Account (Union Bank)	16,972,063	16,972,063
TOTAL	\$ 340,167,833	\$ 338,615,304

Prior Month (01/25)

	Book	Market
CD'S	\$ 32,000,000	\$ 32,093,095
Gov't Securities*	130,584,780	128,333,081
Municipal Securities	57,566,874	56,903,680
Corporate Securities	42,703,580	42,591,330
LAIF	59,312,273	59,312,273
Sweep Account (Union Bank)	26,228,928	26,228,928
TOTAL	\$ 348,396,435	\$ 345,462,387

Three Months Previous (11/24)

	Book	Market
CD'S	\$32,000,000	\$32,116,358
Gov't Securities*	132,021,224	129,604,615
Municipal Securities	57,389,326	56,842,923
Corporate Securities	40,735,231	40,952,509
LAIF	58,646,660	58,646,660
Sweep Account (Union Bank)	6,114,594	6,114,594
TOTAL	\$326,907,035	\$ 324,277,659

Six Months Previous (08/24)

	Book	Market
CD'S	\$32,500,000	\$32,668,768
Gov't Securities*	136,266,024	134,401,543
Municipal Securities	56,954,370	56,748,450
Corporate Securities	35,830,493	36,476,220
LAIF	57,959,324	57,959,324
Sweep Account (Union Bank)	12,462,171	12,462,171
TOTAL	\$331,972,382	\$ 330,716,476

One Year Previous (02/24)

	Book	Market
CD'S	\$30,495,000	\$30,328,869
Gov't Securities*	155,350,042	150,873,470
Municipal Securities	57,130,672	55,970,997
Corporate Securities	5,935,200	5,887,560
LAIF	56,706,769	56,706,769
Sweep Account (Union Bank)	13,082,312	13,082,312
TOTAL	\$ 318,699,995	\$ 312,849,977

*Adjusted Quarterly for Premium/Discount Amortization

City of Clovis
Certificates of Deposit
As of February 28, 2025

AGENDA ITEM NO. 4.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 02/28/25	INTEREST FREQUENCY
Barclays Bk	250,000	249,820.00	1.700%	03/09/22	03/10/25	10	QUARTERLY
Goldman Sachs Bk	250,000	249,817.50	1.650%	03/09/22	03/10/25	10	QUARTERLY
Safra National Bk	250,000	249,615.00	2.000%	03/23/22	03/24/25	24	QUARTERLY
Pentagon Federal Cr Un	250,000	249,520.00	2.000%	03/28/22	03/28/25	28	QUARTERLY
Beal Bank	250,000	249,515.00	2.200%	04/06/22	04/02/25	33	QUARTERLY
JP Morgan Chase	250,000	249,470.00	2.500%	04/08/22	04/08/25	39	QUARTERLY
First Natl Bank	250,000	249,440.00	2.200%	04/12/22	04/11/25	42	QUARTERLY
One Community Bank	250,000	249,317.50	2.700%	04/29/22	04/29/25	60	QUARTERLY
Americu Credit Union	250,000	249,375.00	2.800%	05/02/22	05/02/25	63	QUARTERLY
Synchrony Bank Retail	250,000	249,275.00	3.100%	05/20/22	05/20/25	81	QUARTERLY
Connexus Credit Union	250,000	249,217.50	3.000%	05/26/22	05/27/25	88	QUARTERLY
Bmo Harris Bank	250,000	249,160.00	3.150%	06/17/22	06/17/25	109	QUARTERLY
Saco Biddeford	250,000	248,935.00	2.850%	06/17/22	06/17/25	109	QUARTERLY
Baxter Credit Union	250,000	249,225.00	3.400%	06/28/22	06/30/25	122	QUARTERLY
Capital One Bank	250,000	249,157.50	3.350%	06/29/22	06/30/25	122	QUARTERLY
American First Cr Un	250,000	249,025.00	3.250%	07/15/22	07/15/25	137	QUARTERLY
Trustone Financial Cr Un	250,000	248,980.00	3.250%	07/19/22	07/21/25	143	QUARTERLY
American Natl Bank	250,000	248,772.50	3.100%	07/27/22	07/28/25	150	QUARTERLY
TCM Bank	250,000	248,970.00	3.350%	07/28/22	07/28/25	150	QUARTERLY
Generations Bank	250,000	249,067.50	3.400%	08/03/22	08/04/25	157	QUARTERLY
Direct Fed Credit	250,000	248,917.50	3.500%	08/17/22	08/18/25	171	QUARTERLY
Resource One Credit	250,000	248,857.50	3.300%	08/17/22	08/18/25	171	QUARTERLY
Skyone Fed Credit	250,000	249,092.50	3.600%	08/30/22	09/02/25	186	QUARTERLY
Credit Union of Texas	250,000	249,095.00	3.600%	09/14/22	09/15/25	199	QUARTERLY
Forbight Bank	250,000	248,927.50	3.500%	09/16/22	09/16/25	200	QUARTERLY
Alabama Credit Union	250,000	249,065.00	3.600%	09/20/22	09/22/25	206	QUARTERLY
Kemba Finl Credit Union	250,000	249,600.00	4.000%	09/21/22	09/22/25	206	QUARTERLY
Ally Bank Sandy Utah	250,000	249,575.00	4.050%	09/29/22	09/29/25	213	QUARTERLY
Farmers Merchants	250,000	249,195.00	3.750%	09/28/22	09/29/25	213	QUARTERLY
Jefferson Finl FCU	250,000	249,777.50	4.150%	09/29/22	09/29/25	213	QUARTERLY
Dort Finl Credit Union	250,000	249,585.00	4.000%	09/30/22	09/30/25	214	QUARTERLY
First National Bank	250,000	249,175.00	3.625%	09/30/22	09/30/25	214	QUARTERLY
Numerica Credit Union	250,000	249,967.50	4.200%	09/30/22	09/30/25	214	QUARTERLY
Vystar Credit Union	250,000	250,097.50	4.350%	09/30/22	09/30/25	214	QUARTERLY
1st Financial Bank	250,000	249,810.00	4.150%	10/13/22	10/14/25	228	QUARTERLY
Bell Bank Fargo	250,000	249,810.00	4.150%	10/13/22	10/14/25	228	QUARTERLY
Pacific Alliance	250,000	249,885.00	4.200%	10/14/22	10/14/25	228	QUARTERLY
Great Southern Bank	250,000	250,090.00	4.500%	10/20/22	10/20/25	234	QUARTERLY
American Bank	250,000	249,995.00	4.350%	10/21/22	10/21/25	235	QUARTERLY
Queensborough Natl Bank	250,000	249,967.50	4.100%	10/21/22	10/21/25	235	QUARTERLY
Public Alliance Cr Un	250,000	250,385.00	4.500%	10/25/22	10/27/25	241	QUARTERLY
First Citizens Bank	250,000	250,565.00	4.700%	10/28/22	10/28/25	242	QUARTERLY
LCA Bank Corp	250,000	250,085.00	4.400%	10/28/22	10/28/25	242	QUARTERLY
Sharonview Fed Cr Un	250,000	250,282.50	4.850%	10/31/22	10/31/25	245	QUARTERLY
United Heritage Cr Un	250,000	250,787.50	4.700%	11/04/22	11/04/25	249	QUARTERLY
Capital One Natl Assn	250,000	251,152.50	4.900%	11/16/22	11/17/25	262	QUARTERLY
Spokane Teachers Cr Un	250,000	251,397.50	5.000%	11/23/22	11/23/25	268	QUARTERLY
Morgan Stanley Private	250,000	250,245.00	4.750%	12/09/22	12/09/25	284	QUARTERLY
Community Bank Topeka	250,000	250,102.50	4.300%	12/14/22	12/15/25	290	QUARTERLY
Austin Telco Fed	250,000	251,392.50	4.950%	12/16/22	12/16/25	291	QUARTERLY
Alliant Credit Union	250,000	251,682.50	5.100%	12/30/22	12/30/25	305	QUARTERLY
First Technology Fed Cr Un	250,000	251,785.00	5.150%	06/30/23	12/30/25	305	MONTHLY
Liberty First Cr Un	250,000	250,682.50	4.550%	01/17/23	01/19/26	325	QUARTERLY
Capital Educators Fed Cr	250,000	250,620.00	4.550%	01/19/23	01/20/26	326	QUARTERLY
City Natl Bank	250,000	250,247.50	4.350%	01/25/23	01/26/26	332	QUARTERLY
Manufacturers Traders	250,000	250,025.00	4.250%	01/31/23	02/02/26	339	QUARTERLY
Coastlife Cr Un	250,000	250,945.00	4.650%	02/13/23	02/13/26	350	QUARTERLY
Achieve Finl Cr Un	250,000	250,957.50	4.650%	02/17/23	02/17/26	354	QUARTERLY
California Cr Un Glendale	250,000	250,517.50	4.500%	02/23/23	02/23/26	360	QUARTERLY
Truliant Fed Cr Un	250,000	250,832.50	4.600%	02/28/23	02/27/26	364	QUARTERLY
Pioneer Fed Cr Un Mtn Home	250,000	250,837.50	4.600%	02/28/23	03/02/26	367	QUARTERLY
Tradition Cap Bankk	250,000	250,752.50	4.600%	03/03/23	03/03/26	368	MONTHLY
Alaska Fed Cr	250,000	251,205.00	4.650%	03/05/23	03/09/26	374	MONTHLY
Mid Carolina Credit	250,000	251,892.50	4.600%	03/13/23	03/13/26	378	MONTHLY

City of Clovis
Certificates of Deposit
As of February 28, 2025

AGENDA ITEM NO. 4.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 02/28/25	INTEREST FREQUENCY
Blue Ridge Bank	250,000	251,807.50	4.500%	03/16/23	03/16/26	381	MONTHLY
Northwest Bank	250,000	251,937.50	4.600%	03/17/23	03/17/26	382	MONTHLY
Valleystar Credit Union	250,000	251,952.50	4.600%	03/20/23	03/20/26	385	MONTHLY
First Community Bank	250,000	251,745.00	4.500%	03/22/23	03/23/26	388	MONTHLY
Technology Credit Union	250,000	251,987.50	4.650%	03/23/23	03/23/26	388	MONTHLY
Cibc Bank	250,000	251,715.00	4.650%	03/24/23	03/24/26	389	MONTHLY
Signature Bank	250,000	251,972.50	4.500%	03/24/23	03/24/26	389	MONTHLY
Point West Credit Union	250,000	251,970.00	5.000%	04/12/23	04/13/26	409	MONTHLY
Flagstar Bank	250,000	252,035.00	4.650%	03/30/23	04/24/26	420	MONTHLY
Utah Cmnty Credit Union	250,000	251,035.00	4.600%	04/26/23	04/27/26	423	MONTHLY
Cross River Bank	250,000	251,085.00	4.650%	05/19/23	05/19/26	445	MONTHLY
Raiz FCU	250,000	251,677.50	4.650%	05/24/23	05/26/26	452	MONTHLY
Usalliance FCU	250,000	251,375.00	4.700%	05/26/23	05/26/26	452	MONTHLY
Chartway Fed Cr Un	250,000	252,035.00	4.900%	06/09/23	06/09/26	466	MONTHLY
Customers Bank	250,000	251,342.50	4.700%	06/14/23	06/15/26	472	MONTHLY
Lafayette Fed Cr Un	250,000	252,252.50	4.950%	12/13/23	06/15/26	472	QUARTERLY
Latino Cmnty Cr Un	250,000	252,155.00	4.900%	06/27/23	06/29/26	486	MONTHLY
Leaders Cr Un	250,000	252,382.50	5.000%	06/30/23	06/30/26	487	MONTHLY
Farmers Insurance	250,000	252,557.50	5.000%	07/21/23	07/21/26	508	MONTHLY
Maine Svgs FCU	250,000	252,557.50	5.000%	07/21/23	07/21/26	508	MONTHLY
Popular Bank New York	250,000	252,210.00	4.850%	09/06/23	09/04/26	553	QUARTERLY
Freedom Northwest Cr Un	250,000	254,192.50	5.350%	09/19/23	09/18/26	567	QUARTERLY
Amex National Bank	250,000	252,855.00	5.000%	09/20/23	09/21/26	570	QUARTERLY
First Gty Bank	250,000	253,360.00	5.100%	10/13/23	10/13/26	592	MONTHLY
Bridgewater Bank	250,000	253,475.00	5.100%	11/03/23	11/03/26	613	MONTHLY
Taylorsville Svgs Bk	250,000	253,475.00	5.100%	11/03/23	11/03/26	613	MONTHLY
Mountain Comm Bk	250,000	251,132.50	4.500%	12/20/23	12/21/26	661	QUARTERLY
American Bk Freedom	250,000	250,990.00	4.500%	12/22/23	12/22/26	662	QUARTERLY
Rockland Fed Cr Un	250,000	251,570.00	4.600%	12/22/23	12/22/26	662	QUARTERLY
Hughes Fed Cr Un	250,000	250,707.50	4.400%	01/29/24	01/29/27	700	QUARTERLY
MVB Bk Inc Fairmont	250,000	250,017.50	4.250%	01/31/24	01/29/27	700	QUARTERLY
Farmers & Merchants Tr Co	250,000	249,557.50	4.150%	01/30/24	02/01/27	703	QUARTERLY
Oregon Cmnty Cr Un	250,000	250,287.50	4.300%	02/09/24	02/09/27	711	MONTHLY
Valley Natl Bk	250,000	251,030.00	4.450%	02/21/24	02/22/27	724	MONTHLY
CFBank Fairlawn	250,000	251,022.50	4.450%	03/05/24	03/05/27	735	QUARTERLY
Haven Svgs Bk	250,000	251,192.50	4.500%	03/06/24	03/08/27	738	QUARTERLY
Univest Natl Bk	250,000	251,710.00	4.600%	03/13/24	03/15/27	745	QUARTERLY
First Natl Bk	250,000	251,772.50	4.600%	03/19/24	03/19/27	749	QUARTERLY
Nicolet Natl Bk	250,000	251,777.50	4.600%	03/22/24	03/22/27	752	QUARTERLY
People Bank Co	250,000	252,750.00	4.650%	03/30/23	03/30/27	760	MONTHLY
United FID Bank FSB	250,000	251,815.00	4.600%	04/12/24	04/12/27	773	QUARTERLY
Maine Cmnty Bk	250,000	252,405.00	4.700%	05/15/24	05/17/27	808	QUARTERLY
Fahey Banking Co	250,000	252,412.50	4.700%	05/21/24	05/21/27	812	QUARTERLY
Crown Bank Edina	250,000	252,155.00	4.650%	05/23/24	05/24/27	815	QUARTERLY
Gilmer Natl Bk	250,000	252,722.50	4.750%	06/07/24	06/07/27	829	QUARTERLY
First Fndtn Bk	250,000	253,447.50	4.900%	06/13/24	06/14/27	836	QUARTERLY
Empower Fed Cr Un	250,000	253,607.50	4.900%	06/26/24	06/28/27	850	QUARTERLY
Optum Bk Draper	250,000	252,437.50	4.700%	07/10/24	07/12/27	864	QUARTERLY
Generations Cmnty Fed Cr Un	250,000	248,527.50	4.000%	08/21/24	08/23/27	906	QUARTERLY
National Bk Superior	250,000	245,320.00	3.500%	10/08/24	10/08/27	952	QUARTERLY
True Sky Cr Un	250,000	249,000.00	4.100%	11/06/24	11/08/27	983	QUARTERLY
Workers Cr Un	250,000	248,952.50	4.100%	11/22/24	11/22/27	997	QUARTERLY
Morgan Stanley Bk	250,000	248,200.00	4.000%	01/15/25	01/18/28	1,054	QUARTERLY
Carroll County	250,000	251,617.50	4.650%	03/30/23	03/30/28	1,126	MONTHLY
Discover Bank	250,000	250,527.50	4.350%	04/26/23	04/24/28	1,151	MONTHLY
TTCU Fed Cr Un	250,000	255,797.50	5.000%	07/26/23	07/26/28	1,244	MONTHLY
Wells Fargo Natl Bk	250,000	256,717.50	5.050%	11/14/23	11/14/28	1,355	MONTHLY
Consumers Fed Cr Un	250,000	256,230.00	5.000%	11/16/23	11/16/28	1,357	MONTHLY
San Francisco Fed Cr Un	250,000	249,865.00	4.250%	11/27/24	11/27/28	1,368	QUARTERLY
Amerasia Bk	250,000	247,597.50	4.000%	02/15/24	02/15/29	1,448	MONTHLY
Merrick Bk South	250,000	247,907.50	4.050%	12/20/24	06/11/29	1,564	QUARTERLY
USF Fed Cr Un	250,000	250,887.50	4.350%	07/30/24	07/30/29	1,613	QUARTERLY
Sallie Mae Bk	250,000	250,262.50	4.300%	07/31/24	07/31/29	1,614	QUARTERLY
Negotiable CD TOTAL	\$ 31,750,000	\$ 31,846,613					
CD TOTAL	\$ 31,750,000	\$ 31,846,613					

**City of Clovis
Municipal Securities
As of February 28, 2025**

AGENDA ITEM NO. 4.

Municipal Securities	NET BOOK VALUE	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 02/28/25	INTEREST FREQUENCY
University CA Rev Bond	998,204	997,490	4.350%	09/15/22	05/15/25	76	QUARTERLY
Antelope Valley CA Ref Bond	745,788	742,380	1.767%	05/12/22	08/01/25	154	QUARTERLY
Chabot Las Positas Cmnty Clg Bond	1,477,814	1,469,840	0.880%	04/29/22	08/01/25	154	QUARTERLY
Foothill De Anza Bond	823,934	823,786	0.906%	03/24/23	08/01/25	154	QUARTERLY
San Dieguito High School Ref Bond	989,071	989,130	1.661%	10/13/22	08/01/25	154	QUARTERLY
Santa Ana CCD Ref Bond	247,578	246,530	0.744%	05/12/22	08/01/25	154	QUARTERLY
Orange County Water Dist Ref Bond	890,945	891,711	2.095%	10/13/22	08/15/25	168	QUARTERLY
San Jose CA Txble Ser B	2,332,886	2,335,312	2.450%	10/13/22	09/01/25	185	QUARTERLY
Los Angeles CA USD Ref Bond	1,002,889	964,100	1.455%	11/15/21	07/01/26	488	QUARTERLY
Chabot Las Positas Cmnty Clg CA	3,409,454	3,356,143	1.080%	07/27/22	08/01/26	519	QUARTERLY
Chaffey CA High School Ref Bond	1,542,968	1,530,852	2.475%	06/30/22	08/01/26	519	QUARTERLY
Huntington Beach HS Dist Ref Bond	3,228,446	3,168,206	1.208%	04/29/22	08/01/26	519	QUARTERLY
Placentia Yorba USD Ref Bond	1,082,084	1,062,259	1.070%	05/31/22	08/01/26	519	QUARTERLY
San Diego CA Cmnty Ref Bond	464,902	458,302	2.299%	04/29/22	08/01/26	519	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	2,040,616	1.147%	11/03/21	08/01/26	519	QUARTERLY
Sonoma Cnty Jr College Ref Bond	1,971,077	1,952,100	2.447%	06/30/22	08/01/26	519	QUARTERLY
San Diego CA Pub Facs Ref Bond	1,585,729	1,562,876	1.812%	08/18/22	10/15/26	594	QUARTERLY
CA ST Univ Rev Ref Bond	2,372,990	2,376,550	1.142%	02/17/23	11/01/26	611	QUARTERLY
El Dorado CA Irr Dist Ref Bond	1,137,448	1,117,061	1.687%	08/18/22	03/01/27	731	QUARTERLY
Rancho Santiago Cmnty Clg	2,232,938	310,180	1.106%	11/17/22	03/01/27	731	QUARTERLY
University Gen Rev Bond	562,335	2,241,948	1.316%	10/13/22	05/15/27	806	QUARTERLY
El Monte Ca Ref Bond	2,064,240	562,812	1.326%	03/24/23	06/01/27	823	QUARTERLY
Los Angeles CA Dept Wtr Ref Bond	993,021	2,013,420	5.516%	04/27/23	07/01/27	853	QUARTERLY
Colton CA Jt Uni Sch	846,804	997,354	1.603%	11/17/22	08/01/27	884	QUARTERLY
Contra Costa Ref Bond	235,036	839,758	2.163%	09/15/22	08/01/27	884	QUARTERLY
Corona Norco Ref Bond	506,407	239,330	2.297%	09/28/23	08/01/27	884	QUARTERLY
Foothill De Anza CCD	1,018,269	507,913	1.473%	12/15/22	08/01/27	884	QUARTERLY
Fremont CA Uni Sch Dist	1,113,686	1,021,801	1.113%	11/17/22	08/01/27	884	QUARTERLY
Fremont CA USD Ref Bond	325,809	1,081,894	2.000%	05/31/22	08/01/27	884	QUARTERLY
Marin CA Cmnty Clg Dist	263,266	329,442	3.330%	11/17/22	08/01/27	884	QUARTERLY
Mount San Antonio Cmnty Clg	385,261	265,589	1.139%	11/17/22	08/01/27	884	QUARTERLY
Mount San Antonio Ref Bond	2,938,889	388,456	2.329%	10/13/22	08/01/27	884	QUARTERLY
Saddleback VY Uni Ref Bond	565,942	2,880,960	2.400%	08/10/22	08/01/27	884	QUARTERLY
San Diego CA Com CD	1,358,503	566,943	2.407%	12/15/22	08/01/27	884	QUARTERLY
San Ramon Valley Ref Bond	989,924	1,349,201	3.415%	09/15/22	08/01/27	884	QUARTERLY
Santa Monica Cmnty Clg Ref Bond	430,809	982,030	3.050%	09/15/22	08/01/27	884	QUARTERLY
Sierra CA Cmnty Clg Dist	185,078	433,529	1.129%	11/17/22	08/01/27	884	QUARTERLY
William Hart CA Un High	309,396	186,234	1.174%	11/17/22	08/01/27	884	QUARTERLY
San Jose CA Txble Ser B	870,561	876,667	2.600%	10/13/22	09/01/27	915	QUARTERLY
Soquel Creek Cnty Ref Bond	504,540	501,296	1.445%	05/18/23	03/01/28	1,097	QUARTERLY
Gardena Calif Pension Oblig	928,969	949,650	2.663%	10/19/23	04/01/28	1,128	QUARTERLY
Beverly Hills Ref Bond	582,378	582,105	1.514%	06/15/23	06/01/28	1,189	QUARTERLY
California Health FACS	725,957	738,986	3.378%	11/16/23	06/01/28	1,189	QUARTERLY
Alameda Cnty Calif	524,755	529,033	3.519%	03/21/24	08/01/28	1,250	QUARTERLY
Desert CA Cmnty College	930,112	931,560	2.023%	01/19/24	08/01/28	1,250	QUARTERLY
Long Beach Calif Cmnty	681,341	686,142	2.337%	03/21/24	08/01/28	1,250	QUARTERLY
Redondo Beach Ref Bond	602,025	614,399	1.430%	09/28/23	08/01/28	1,250	QUARTERLY
San Ramon Valley CA Uni	1,662,055	1,680,133	1.670%	07/13/23	08/01/28	1,250	QUARTERLY
Santa Ana College Impt	1,351,867	1,364,055	1.320%	07/13/23	08/01/28	1,250	QUARTERLY
Santa Clarita CA Cmnty	915,938	920,080	1.563%	01/19/24	08/01/28	1,250	QUARTERLY
William Hart CA High	910,979	911,380	1.429%	12/21/23	08/01/28	1,250	QUARTERLY
Yosemite Calif Cmnty Clg	700,760	701,670	2.210%	12/21/23	08/01/28	1,250	QUARTERLY
Los Angeles Calif Cmnty	1,274,774	1,275,375	5.520%	02/13/25	08/01/29	1,615	QUARTERLY
Mun. Securities TOTAL	\$ 58,921,826	\$ 58,546,566					
Municipal Securities TOTAL	\$ 58,921,826	\$ 58,546,566					

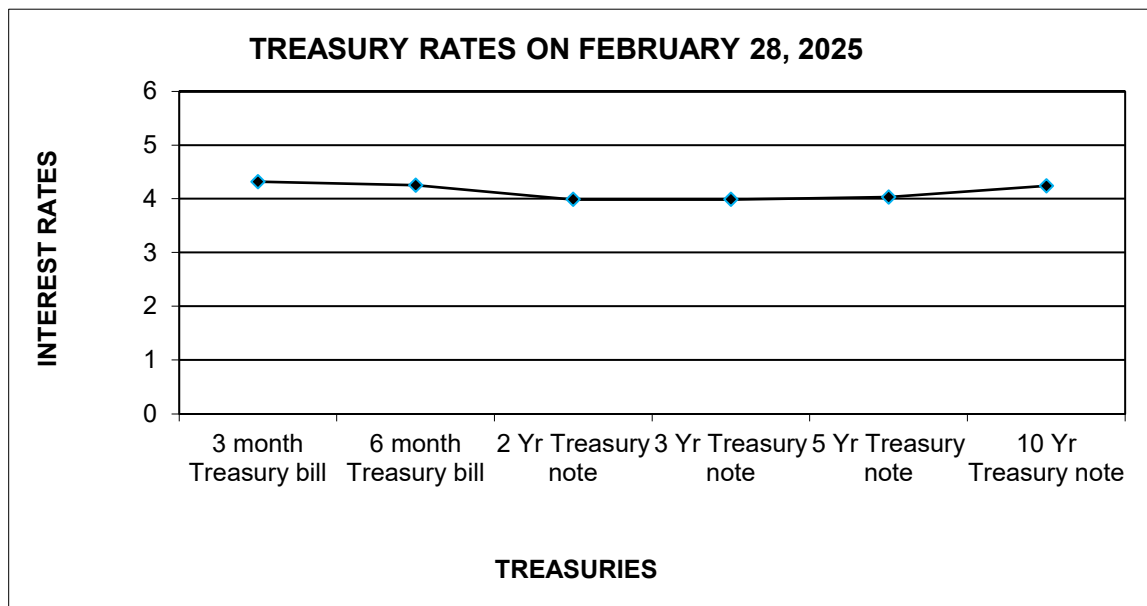
AGENDA ITEM NO. 4.

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**CITY OF CLOVIS
FINANCE DEPARTMENT
FEBRUARY 28, 2025 TREASURY RATES**

Treasury Rates as of February 28, 2025

3 month Treasury bill	4.32
6 month Treasury bill	4.25
2 Yr Treasury note	3.99
3 Yr Treasury note	3.99
5 Yr Treasury note	4.03
10 Yr Treasury note	4.24



As indicated in the above graph, treasuries decreased from 3-month to 2-year notes, held steady from 2-year to 5-year notes, and increased from 5-year to 10-year notes.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: August 18, 2025

SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of February 2025.

ATTACHMENTS:

1. Summary of Cash Balances
2. Summary of Investment Activity
3. Investments with Original Maturities Exceeding One Year

RECOMMENDATION

Staff recommends that the City Council receive and file the Treasurer’s Report for the Month of February 2025.

EXECUTIVE SUMMARY

Attached for the Council’s information is the Treasurer’s Report for the month ended February 28, 2025.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements, and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended February 28, 2025.

BACKGROUND

State law (Government Code Section 41004) requires that the City Treasurer shall submit to the City Clerk each month a written report and accounting of all receipts, disbursements, and fund balances.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Finance report is for information only and no action is required.

ACTIONS FOLLOWING APPROVAL

Staff will file the report.

CONFLICT OF INTEREST

None.

Prepared by: Angela Papazian, Deputy Finance Director

Reviewed by: City Manager AA

City of Clovis
Statement of Cash Balances
As of February 28, 2025

AGENDA ITEM NO. 5.

Previous Balance		\$ 5,791,187.85
Deposits		34,626,394.01
Disbursements		(24,352,441.21)
Current Balance		<u>\$ 16,065,140.65</u>
FUNDS		BALANCE
100	General Fund	\$ 7,094,102.31
201	Local Transportation	22,678,899.46
202	Parking and Business Improvements	266,306.97
203	Off Highway Use	76,560.65
204	Community Facilities District 2020-1	368,947.90
205	Senior Citizen Memorial Trust	65,995.10
207	Landscape Assessment District	8,898,996.20
208	Blackhorse III (95-1) Assessment District	4,837.88
209	Blackhorse III (95-1) Assessment District 2	39,400.65
275	HCD Block Grant Fund	655,940.75
301	Park & Recreation Acquisition	7,988,384.48
304	Affordable Housing	1,021,097.67
305	Refuse Equipment Reserve	2,808,767.18
310	Special Street Deposit Fund	57,956,273.51
314	Housing Successor Agency	439,283.28
402	1976 Fire Bond Redemption	25,446.16
404	1976 Sewer Bond Redemption Fund	442,519.00
501	Community Sanitation Fund	15,956,035.05
502	Sewer Service Fund	38,610,564.12
504	Sewer Capital Projects-Users	424,138.56
506	Sewer Capital Projects-Developer	3,435,281.99
507	Water Service Fund	45,034,777.53
508	Water Capital Projects-Users	7,725,159.47
509	Water Capital Projects-Developer	16,755,630.46
515	Transit Fund	8,144,778.16
540	Planning & Development Services	16,425,695.23
601	Property & Liability Insurance	1,511,343.29
602	Fleet Maintenance	29,966,600.09
603	Employee Benefit Fund	21,280,504.56
604	General Government Services	26,128,958.81
605	Facilities Maintenance	5,580,478.87
606	Information Technology	6,499,933.31
701	Curb & Gutter Fund	174,792.17
703	Payroll Tax & Withholding Fund	917,164.96
712	Temperance/Barstow Assmt Dist (98-1)	82,422.39
713	Shepherd/Temperance Assmt Dist (2000-1)	6,032.61
715	Supp Law Enforcement Serv	324,264.31
716	Asset Forfeiture	550,705.21
720	Measure A-Public Safety Facility Tax	2,136.14
736	SA Admin Trust Fund	1,421.40
741	SA Debt Service Trust Fund	(138,742.24)
747	Housing Successor Trust Fund	1,137.98
SUBTOTALS		<u>\$ 356,232,973.58</u>
999	Invested Funds	<u>(340,167,832.93)</u>
TOTAL		<u><u>\$ 16,065,140.65</u></u>

City of Clovis
Summary of Investment Activity
For the month of February 28, 2025

Balance of Investments Previous Month End		\$ 348,396,435.75
Time Certificates of Deposit Transactions		
Investments	0.00	
Withdrawals	(250,000.00)	
Total CD Changes		(250,000.00)
Other Changes		
Government Securities	(7,868,810.00)	
Local Agency Investment Fund	0.00	
Municipal Securities	1,354,952.00	
Corporate Securities	7,792,121.00	
Sweep Account	(9,256,865.82)	
Total Other Changes		(7,978,602.82)
Balance of Investments Current Month End		\$ 340,167,832.93

City of Clovis
Distribution of Investments
As of February 28, 2025

Insured CD's	31,750,000.00
Government Securities	122,715,970.10
Corporation Securities	50,495,701.00
Local Agency Investment Fund	59,312,273.33
Municipal Securities	58,921,825.55
Sweep Account	16,972,062.95
Investment Total	\$ 340,167,832.93

City of Clovis
Government Maturities Exceeding One Year
As of February 28, 2025

AGENDA ITEM NO. 5.

Institution	Face Value	Investment	Maturity	Stated Rate
		Balance At Amortized Cost		
FAMCMTN	4,000,000.00	4,000,000.00	4/25/2025	2.750%
FAMCMTN	4,000,000.00	3,994,046.00	7/28/2025	0.750%
FHLB	5,000,000.00	5,000,000.00	8/28/2025	3.600%
FHLB	5,000,000.00	4,993,061.00	9/8/2025	0.600%
FHLB	980,000.00	927,471.00	11/25/2025	0.500%
FFCB	5,000,000.00	4,992,037.00	2/11/2026	0.580%
FHLB	4,000,000.00	3,981,609.00	2/24/2026	0.750%
FHLB	3,000,000.00	2,908,339.00	3/16/2026	0.790%
FHLB	5,000,000.00	4,989,640.00	9/28/2026	0.940%
FHLB	4,000,000.00	3,865,401.00	10/28/2026	1.150%
FHLB	6,000,000.00	5,995,834.00	11/24/2026	1.250%
FHLB	5,000,000.00	5,046,567.60	12/11/2026	2.125%
FHLB	4,500,000.00	4,305,056.00	2/24/2027	1.020%
FHLB	5,000,000.00	4,802,240.00	2/24/2027	1.020%
FHLB	4,000,000.00	3,876,244.00	2/26/2027	0.900%
FHLB	6,800,000.00	6,446,636.00	2/26/2027	0.900%
FHLB	5,700,000.00	5,627,339.00	2/26/2027	0.900%
FHLB	6,000,000.00	5,392,092.00	2/26/2027	1.000%
FHLB	4,000,000.00	4,000,000.00	3/8/2027	2.375%
FHLB	6,000,000.00	5,490,951.00	2/22/2028	0.830%
FHLB	400,000.00	367,356.00	2/25/2028	1.125%
FFCB	2,500,000.00	2,244,671.00	3/2/2028	1.000%
FHLB	3,000,000.00	2,002,581.50	3/10/2028	4.500%
FFCB	2,245,000.00	3,078,237.00	3/10/2028	1.000%
FFCB	700,000.00	646,356.00	3/22/2028	1.370%
FFCB	6,000,000.00	6,064,351.00	4/25/2028	3.875%
FFCB	5,500,000.00	5,405,508.00	4/27/2028	3.740%
FFCB	3,000,000.00	2,969,884.00	6/22/2028	4.470%
FFCB	3,000,000.00	2,735,265.00	7/13/2028	1.230%
FHLMC	1,000,000.00	893,710.00	7/27/2028	1.100%
FNMA	1,000,000.00	890,277.00	7/28/2028	1.000%
FHLB	1,000,000.00	912,832.00	8/4/2028	1.300%
FFCB	3,000,000.00	2,986,810.00	9/8/2028	4.750%
FHLMC	1,000,000.00	883,568.00	10/19/2028	1.000%

City of Clovis
Municipal Maturities Exceeding One Year
As of February 28, 2025

AGENDA ITEM NO. 5.

Institution	Face Value	Investment	Maturity	Stated Rate
		Balance At Amortized Cost		
UC General Revenue Bonds	1,000,000.00	998,204.00	5/15/2025	3.050%
Antelope Valley Comm Coll	750,000.00	745,787.50	8/1/2025	1.767%
Chabot Las Positas Comm Coll	1,490,000.00	1,477,814.00	8/1/2025	0.880%
Foothill De Anza Ref Bds 2021B	835,000.00	823,933.50	8/1/2025	0.906%
San Dieguito USD GO Bonds	1,000,000.00	989,071.00	8/1/2025	1.661%
Santa Ana Coll Improv Dist	250,000.00	247,577.50	8/1/2025	0.744%
Orange County Water Dist	900,000.00	890,945.00	8/15/2025	2.095%
San Jose Ca Taxable Series B	2,355,000.00	2,332,885.50	9/1/2025	2.450%
LA CUSD GO Bonds	1,000,000.00	1,002,889.00	7/1/2026	1.455%
Chabot Las Positas Comm Coll	3,505,000.00	3,409,454.00	8/1/2026	1.080%
Chaffey Joint Union HS	1,565,000.00	1,542,967.50	8/1/2026	2.475%
Huntington Beach Union HS	3,305,000.00	3,228,446.00	8/1/2026	1.208%
Placentia Yorba Linda USD	1,110,000.00	1,082,084.00	8/1/2026	1.070%
San Diego Comm Coll Dist	470,000.00	464,902.00	8/1/2026	2.299%
San Ramon Valley CUSD	2,125,000.00	2,125,000.00	8/1/2026	1.147%
Sonoma County Jr Coll Dist	2,000,000.00	1,971,077.00	8/1/2026	2.447%
San Diego Pub Facilities Dist	1,625,000.00	1,585,729.00	10/15/2026	1.812%
California St Univ Taxable 2021B	2,500,000.00	2,372,990.00	11/1/2026	1.142%
El Dorado Irrigation Dist	1,175,000.00	1,137,448.00	3/1/2027	1.687%
UC Taxable Gen Bds 2020 B	2,385,000.00	2,232,937.50	5/15/2027	1.316%
El Monte HSD Taxable Ref 2021	600,000.00	562,335.00	6/1/2027	1.326%
LA Dept Wtr Pwr Rev Bonds 2010C	2,000,000.00	2,064,240.00	7/1/2027	5.516%
Colton CA USD Ref Bonds 2020	1,060,000.00	993,021.00	8/1/2027	1.603%
Contra Costa Comm College Dist	880,000.00	846,804.00	8/1/2027	2.163%
Corona Norco USD Ref Bond 2019	250,000.00	235,036.00	8/1/2027	2.297%
Foothill De Anza CC Taxable 2021	540,000.00	506,407.00	8/1/2027	1.473%
Fremont USD Alameda County	1,100,000.00	1,018,269.00	8/1/2027	1.113%
Fremont USD Taxable Ref 2021	1,140,000.00	1,113,686.00	8/1/2027	2.000%
Marin County Comm Coll 2016	335,000.00	325,808.80	8/1/2027	3.330%
Mount San Antonio CC 2021	285,000.00	263,266.00	8/1/2027	1.139%
Mount San Antonio Comm Coll	405,000.00	385,260.75	8/1/2027	2.329%
Saddleback Valley USD	3,000,000.00	2,938,889.00	8/1/2027	2.400%
San Diego CCD Taxable 2019	590,000.00	565,942.00	8/1/2027	2.407%
San Ramon Valley CUSD	1,435,000.00	1,358,503.00	8/1/2027	1.440%
Santa Monica Comm College Dist	1,000,000.00	989,924.00	8/1/2027	3.415%
Sierra CA CCD 2021A Ref	465,000.00	430,808.50	8/1/2027	1.129%
William Hart USD 2020 Ref	200,000.00	185,078.00	8/1/2027	1.174%
Rancho Santiago CC Ref 2020	335,000.00	309,395.50	9/1/2027	1.106%
San Jose Ca Taxable Series B	910,000.00	870,561.00	9/1/2027	2.600%
Soquel Creek Wtr Ref 2020	545,000.00	504,539.50	3/1/2028	1.445%
Gardena Calif Pension Obligation	1,000,000.00	928,969.00	4/1/2028	2.663%
Beverly Hills Taxable Ref 2020B	635,000.00	582,377.50	6/1/2028	1.514%
California Health Facs Fing Au	760,000.00	725,957.00	6/1/2028	3.378%
Alameda Cnty Calif	540,000.00	524,755.00	8/1/2028	3.519%
Desert CA Cmnty College	1,000,000.00	930,112.00	8/1/2028	2.023%
Long Beach Calif Cmnty	730,000.00	681,341.00	8/1/2028	2.337%
Redondo Beach CA Uni Bond 2018	675,000.00	602,025.00	8/1/2028	1.430%
San Ramon Valley CA	1,820,000.00	1,662,055.00	8/1/2028	1.670%
Santa Ana College Impt	1,500,000.00	1,351,867.00	8/1/2028	1.320%
Santa Clarita Calif Cmnty	1,000,000.00	915,938.00	8/1/2028	1.563%
William Hart High	1,000,000.00	910,979.00	8/1/2028	1.429%
Yosemite Calif Cmnty College	750,000.00	700,760.00	8/1/2028	2.210%
Los Angeles Community College Dist	1,250,000.00	1,274,774.00	8/1/2029	5.520%

City of Clovis
Corporate Maturities Exceeding One Year
As of February 28, 2025

AGENDA ITEM NO. 5.

Institution	Face Value	Investment	Maturity	Stated
		Balance At Amortized Cost		
Duke Energy Carolinas LLC	2,000,000.00	1,959,805.00	11/15/2028	3.950%
Toyota MTR Cr Corp	2,000,000.00	1,993,694.00	1/5/2029	4.350%
Procter & Gamble Co	2,000,000.00	1,995,729.00	1/29/2029	4.650%
Air Products and Chemicals	2,000,000.00	1,993,637.00	2/8/2029	4.600%
Texas Instrument Inc	2,000,000.00	2,007,837.00	2/8/2029	4.600%
Cummins Inc	2,000,000.00	2,026,149.00	2/20/2029	4.900%
Bristol-Myers Squibb Co	2,000,000.00	2,003,354.00	2/22/2029	4.900%
Astrazeneca Finance LLC	2,000,000.00	1,985,196.00	2/26/2029	4.850%
Cisco Sys Inc.	2,000,000.00	2,016,184.00	2/26/2029	4.850%
Caterpillar Finl	2,000,000.00	2,017,056.00	2/27/2029	4.850%
Merck Co Inc.	2,000,000.00	1,917,364.00	3/7/2029	3.400%
Blackrock Fund Inc.	2,000,000.00	2,008,109.00	3/14/2029	4.700%
Adobe Inc	2,000,000.00	2,008,760.00	4/4/2029	4.800%
Home Depot Inc.	2,000,000.00	1,993,383.00	4/15/2029	4.900%
Midamerican Energy Co	1,500,000.00	1,975,187.00	4/15/2029	3.650%
United Health Group	2,000,000.00	1,453,158.00	4/15/2029	4.700%
Glaxosmithkline Capital	2,000,000.00	1,905,348.00	6/1/2029	3.375%
John Deere Capital	2,000,000.00	2,011,196.00	6/11/2029	4.850%
Citibank NA	2,000,000.00	2,038,149.00	8/6/2029	4.838%
Honeywell Intl Inc	2,000,000.00	2,082,300.00	9/1/2029	4.875%
Unilever Capital Corp	1,500,000.00	1,358,567.00	9/6/2029	2.125%
Paccar Financial Group	2,000,000.00	1,958,752.00	9/26/2029	4.000%
State Street Corp	2,000,000.00	1,801,661.00	1/24/1930	2.400%
Pepsico Inc	3,000,000.00	2,985,126.00	2/7/1930	4.600%
Eli Lilly & Co	3,000,000.00	3,000,000.00	2/12/1930	4.750%



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: August 18, 2025

SUBJECT: Finance – Receive and File – Investment Report for the Month of March 2025.

ATTACHMENTS:

1. Distribution of Investments
2. Monthly Investment Transactions
3. Certificates of Deposit
4. Municipal Securities
5. Corporate Securities
6. Graph of March 31, 2025, Treasury Rates

RECOMMENDATION

Staff recommends that the City Council receive and file the Investment Report for the Month of March 2025.

EXECUTIVE SUMMARY

Attached is the Investment Report for the month of March 2025. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of March 2025. Attachment 3 lists the certificates of deposit. Attachment 4 lists the municipal securities. Attachment 5 lists the corporate securities. Attachment 6 is a graph of Treasury rates on March 31, 2025.

The investment of the City's funds is performed in accordance with the adopted Investment Policy. Funds are invested with the following objectives in mind:

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.

3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.
4. Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 4.88%. The rate of return for the City of Clovis portfolio is 3.72%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 76% of the Treasury bill rate.

The Finance Department began investing in corporate securities in February 2024 to provide additional diversification and yield to the portfolio. To date, 29 corporate securities have been purchased at a net book value of \$58,287,786 as of March 31, 2025. Their average yield is 4.26%, which is roughly 30 basis points higher than current yields on 5-year Treasury bonds.

In accordance with the Investment Policy, the investment period for each investment is up to three years and can be extended to five years with the City Manager's approval. As of March 2025, the average investment life of the City's investment portfolio is 1.85 years.

Current Investment Environment and Philosophy

During the month of March 2025, the federal funds rate target range was 4.25%-4.50%. On March 31, 2025, the Treasury yield curve decreased from 3-month to 2-year notes, held steady from 2-year to 3-year notes, and increased from 3-year to 10-year notes.

Certificates of Deposit (CD's)

The City purchases both negotiable and non-negotiable Certificates of Deposit (CD's). Although negotiable CD's can be traded, it is the City's policy to buy and hold all CD's. Negotiable CDs are held by U.S. Bank, a third-party custodian. Non-negotiable CDs are held in the City's safe.

Purchases and Maturities

- 0 government securities were purchased.
- 0 government securities matured.
- 0 certificates of deposit were purchased.
- 4 certificates of deposit totaling \$1,000,000 matured.
- 1 municipal security was purchased.
- 0 municipal securities were called or matured.
- 4 corporate securities were purchased.
- 0 corporate securities were called or matured.

Market Environment

- During March, the federal funds target rate range was at 4.25%-4.50%.
- On March 31st, the yield curve decreased from 3-month to 2-year notes, held steady from 2-year to 3-year notes, and increased from 3-year to 10-year notes. See Attachment 6, Graph of Treasury Rates on March 31, 2025.

BACKGROUND

State law (Government Code Section 53646(b)) requires that the City Treasurer provide quarterly reports on their investment activities to their governing body.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Finance report is for information only and no action is required.

ACTIONS FOLLOWING APPROVAL

Staff will file the report.

CONFLICT OF INTEREST

None.

Prepared by: Angela Papazian, Deputy Finance Director

Reviewed by: City Manager AM

**City of Clovis
Distribution of Investments
As of March 31, 2025**

AGENDA ITEM NO. 6.

	COST	NET BOOK VALUE	MARKET VALUE *	YIELD TO MATURITY	STATED INTEREST RATE	INVEST DATE	MATURITY DATE	DAYS TO MATURITY FROM 3/31/2025
<u>GOV'T SECURITIES</u>								
FHLB	4,000,000	4,000,000	3,995,600	2.750%	2.750%	04/25/22	04/25/25	25
FAMCMTN	3,947,600	3,995,276	3,954,040	1.121%	0.750%	12/16/21	07/28/25	119
FHLB	5,000,000	5,000,000	4,986,000	3.600%	3.600%	08/30/22	08/28/25	150
FAMCMTN	4,948,500	4,994,181	4,920,400	0.869%	0.600%	10/14/21	09/08/25	161
FHLB	871,150	930,058	927,191	3.886%	0.500%	04/26/23	11/25/25	239
FHLB	4,963,000	4,992,746	4,848,250	0.750%	0.580%	09/08/21	02/11/26	317
FHLB	3,922,000	3,983,187	3,881,560	1.229%	0.750%	12/16/21	02/24/26	330
FHLB	2,751,000	2,915,797	2,904,660	3.916%	0.790%	05/17/23	03/16/26	350
FFCB	4,967,500	4,990,197	4,777,150	1.075%	0.940%	10/14/21	09/28/26	546
FHLB	3,649,200	3,872,275	3,819,560	3.342%	1.150%	06/29/22	10/28/26	576
FHLB	5,988,000	5,996,038	5,733,180	1.291%	1.250%	11/24/21	11/24/26	603
FHLB	5,127,757	5,044,351	4,850,750	1.580%	2.125%	01/20/22	12/11/26	620
FHLB	4,043,250	4,313,380	4,254,961	3.397%	1.020%	06/29/22	02/24/27	695
FHLB	4,550,000	4,810,684	4,745,529	3.173%	1.020%	08/17/22	02/24/27	695
FHLB	3,695,200	3,881,514	3,852,546	2.564%	0.900%	03/31/22	02/26/27	697
FHLB	6,072,400	6,461,683	6,413,458	3.737%	0.900%	01/19/23	02/26/27	697
FHLB	5,247,000	5,643,208	5,601,092	4.329%	0.900%	02/16/23	02/26/27	697
FHLB	5,050,770	5,405,203	5,384,790	3.971%	1.000%	12/14/22	02/26/27	697
FHLB	4,000,000	4,000,000	3,878,320	2.375%	2.375%	03/08/22	03/08/27	707
FFCB	5,160,000	5,505,443	5,481,480	3.996%	0.830%	03/23/23	02/22/28	1,058
FHLB	355,160	368,283	368,736	4.123%	1.125%	01/18/24	02/25/28	1,061
FFCB	2,123,750	2,251,880	2,293,825	4.812%	1.000%	09/27/23	03/02/28	1,067
FHLB	1,893,209	2,009,377	2,057,094	5.018%	1.000%	10/18/23	03/10/28	1,075
FHLB	3,124,500	3,076,044	3,048,600	3.553%	4.500%	05/17/23	03/10/28	1,075
FFCB	626,780	647,844	649,103	4.121%	1.370%	01/18/04	03/22/28	1,087
FFCB	6,102,000	6,062,618	5,984,700	3.501%	3.875%	04/26/23	04/25/28	1,121
FFCB	5,354,250	5,408,046	5,419,205	4.349%	3.740%	06/14/23	04/27/28	1,123
FFCB	2,955,000	2,970,656	2,995,650	4.814%	4.470%	07/12/23	06/22/28	1,179
FFCB	2,641,500	2,741,932	2,743,950	4.130%	1.230%	12/20/23	07/13/28	1,200
FHLMC	853,500	896,358	909,760	4.601%	1.100%	11/15/23	07/27/28	1,214
FNMA	848,800	893,007	906,620	4.613%	1.000%	11/15/23	07/28/28	1,215
FHLB	882,500	914,989	916,070	4.117%	1.300%	12/20/23	08/04/28	1,222
FHLB	2,981,700	2,987,127	3,078,870	4.892%	4.750%	10/18/23	09/08/28	1,257
FHLMC	842,300	886,284	900,540	4.614%	1.000%	11/15/23	10/19/28	1,298
SECURITIES TOTAL	\$ 119,539,275	\$ 122,849,665	\$ 121,483,239					
LAIF		\$ 59,312,273	\$ 59,312,273					
Municipal Issuance		\$ 60,815,018	\$ 60,478,344					
Corporate Securities		\$ 58,287,786	\$ 58,733,350					
Sweep Account (Union Bank)		\$ 17,855,116	\$ 17,855,116					
TOTAL CD'S		\$ 30,750,000	\$ 30,898,495					
TOTAL INVESTMENTS		\$ 349,869,858	\$ 348,760,817					

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of March 31, 2025

AGENDA ITEM NO. 6.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
Riverside Calif Cmnty	Mun Iss.	Purchase	2,000,000	1,804,400	1.785%	03/27/25	08/01/29
Target Corp	Corp	Purchase	2,000,000	1,819,000	2.350%	03/27/25	02/15/30
Hershey Company	Corp	Purchase	2,000,000	2,026,000	4.750%	03/27/25	02/24/30
Johnson & Johnson	Corp	Purchase	2,000,000	2,035,000	4.700%	03/27/25	03/01/30
Mastercard Inc	Corp	Purchase	2,000,000	1,902,000	3.350%	03/27/25	03/26/30
Barclays Bk	CD	Maturity	250,000	250,000	1.000%	03/10/25	03/10/25
Goldman Sachs Bk	CD	Maturity	250,000	250,000	1.650%	03/10/25	03/10/25
Safra National Bk	CD	Maturity	250,000	250,000	2.000%	03/24/25	03/24/25
Pentagon Fed Cr Un	CD	Maturity	250,000	250,000	2.000%	03/28/25	03/28/25

PORTFOLIO DATA

Current Month (03/25)

	Book	Market
CD'S	\$ 30,750,000	\$ 30,898,495
Gov't Securities*	122,849,665	121,483,239
Municipal Securities	60,815,018	60,478,344
Corporate Securities	58,287,786	58,733,350
LAIF	59,312,273	59,312,273
Sweep Account (Union Bank)	17,855,116	17,855,116
TOTAL	\$ 349,869,858	\$ 348,760,817

Prior Month (02/25)

	Book	Market
CD'S	\$ 31,750,000	\$ 31,846,613
Gov't Securities*	122,715,970	121,059,904
Municipal Securities	58,921,826	58,546,566
Corporate Securities	50,495,701	50,877,885
LAIF	59,312,273	59,312,273
Sweep Account (Union Bank)	16,972,063	16,972,063
TOTAL	\$ 340,167,833	\$ 338,615,304

Three Months Previous (12/24)

	Book	Market
CD'S	\$32,000,000	\$32,184,800
Gov't Securities*	130,438,202	127,893,330
Municipal Securities	57,478,100	56,825,390
Corporate Securities	42,697,671	42,478,960
LAIF	48,646,660	48,646,660
Sweep Account (Union Bank)	22,934,861	22,934,861
TOTAL	\$334,195,494	\$ 330,964,001

Six Months Previous (09/24)

	Book	Market
CD'S	\$32,000,000	\$32,288,575
Gov't Securities*	136,720,360	135,311,582
Municipal Securities	57,218,333	57,210,355
Corporate Securities	37,931,220	38,848,900
LAIF	57,959,324	57,959,324
Sweep Account (Union Bank)	13,316,007	13,316,007
TOTAL	\$335,145,244	\$ 334,934,743

One Year Previous (03/24)

	Book	Market
CD'S	\$31,245,000	\$30,985,978
Gov't Securities*	141,808,163	137,216,556
Municipal Securities	58,580,663	57,423,800
Corporate Securities	11,864,832	11,826,980
LAIF	56,706,769	56,706,769
Sweep Account (Union Bank)	15,510,055	15,510,055
TOTAL	\$ 315,715,482	\$ 309,670,138

*Adjusted Quarterly for Premium/Discount Amortization

**City of Clovis
Certificates of Deposit
As of March 31, 2025**

AGENDA ITEM NO. 6.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 03/31/25	INTEREST FREQUENCY
Beal Bank	250,000	249,970.00	2.200%	04/06/22	04/02/25	2	QUARTERLY
JP Morgan Chase	250,000	249,865.00	2.500%	04/08/22	04/08/25	8	QUARTERLY
First Natl Bank	250,000	249,840.00	2.200%	04/12/22	04/11/25	11	QUARTERLY
One Community Bank	250,000	249,660.00	2.700%	04/29/22	04/29/25	29	QUARTERLY
Americu Credit Union	250,000	249,647.50	2.800%	05/02/22	05/02/25	32	QUARTERLY
Synchrony Bank Retail	250,000	249,560.00	3.100%	05/20/22	05/20/25	50	QUARTERLY
Connexus Credit Union	250,000	249,515.00	3.000%	05/26/22	05/27/25	57	QUARTERLY
Bmo Harris Bank	250,000	249,360.00	3.150%	06/17/22	06/17/25	78	QUARTERLY
Saco Biddeford	250,000	249,202.50	2.850%	06/17/22	06/17/25	78	QUARTERLY
Baxter Credit Union	250,000	249,430.00	3.400%	06/28/22	06/30/25	91	QUARTERLY
Capital One Bank	250,000	249,385.00	3.350%	06/29/22	06/30/25	91	QUARTERLY
American First Cr Un	250,000	249,217.50	3.250%	07/15/22	07/15/25	106	QUARTERLY
Trustone Financial Cr Un	250,000	249,182.50	3.250%	07/19/22	07/21/25	112	QUARTERLY
American Natl Bank	250,000	249,020.00	3.100%	07/27/22	07/28/25	119	QUARTERLY
TCM Bank	250,000	249,220.00	3.350%	07/28/22	07/28/25	119	QUARTERLY
Generations Bank	250,000	249,257.50	3.400%	08/03/22	08/04/25	126	QUARTERLY
Direct Fed Credit	250,000	249,142.50	3.500%	08/17/22	08/18/25	140	QUARTERLY
Resource One Credit	250,000	249,095.00	3.300%	08/17/22	08/18/25	140	QUARTERLY
Skyone Fed Credit	250,000	249,337.50	3.600%	08/30/22	09/02/25	155	QUARTERLY
Credit Union of Texas	250,000	249,290.00	3.600%	09/14/22	09/15/25	168	QUARTERLY
Forbright Bank	250,000	249,160.00	3.500%	09/16/22	09/16/25	169	QUARTERLY
Alabama Credit Union	250,000	249,282.50	3.600%	09/20/22	09/22/25	175	QUARTERLY
Kemba Finl Credit Union	250,000	249,727.50	4.000%	09/21/22	09/22/25	175	QUARTERLY
Ally Bank Sandy Utah	250,000	249,702.50	4.050%	09/29/22	09/29/25	182	QUARTERLY
Farmers Merchants	250,000	249,447.50	3.750%	09/28/22	09/29/25	182	QUARTERLY
Jefferson Finl FCU	250,000	249,937.50	4.150%	09/29/22	09/29/25	182	QUARTERLY
Dort Finl Credit Union	250,000	249,807.50	4.000%	09/30/22	09/30/25	183	QUARTERLY
First National Bank	250,000	249,420.00	3.625%	09/30/22	09/30/25	183	QUARTERLY
Numerica Credit Union	250,000	250,095.00	4.200%	09/30/22	09/30/25	183	QUARTERLY
Vystar Credit Union	250,000	250,155.00	4.350%	09/30/22	09/30/25	183	QUARTERLY
1st Financial Bank	250,000	249,910.00	4.150%	10/13/22	10/14/25	197	QUARTERLY
Bell Bank Fargo	250,000	249,910.00	4.150%	10/13/22	10/14/25	197	QUARTERLY
Pacific Alliance	250,000	249,975.00	4.200%	10/14/22	10/14/25	197	QUARTERLY
Great Southern Bank	250,000	250,010.00	4.500%	10/20/22	10/20/25	203	QUARTERLY
American Bank	250,000	250,145.00	4.350%	10/21/22	10/21/25	204	QUARTERLY
Queensborough Natl Bank	250,000	250,047.50	4.100%	10/21/22	10/21/25	204	QUARTERLY
Public Alliance Cr Un	250,000	250,405.00	4.500%	10/25/22	10/27/25	210	QUARTERLY
First Citizens Bank	250,000	250,642.50	4.700%	10/28/22	10/28/25	211	QUARTERLY
LCA Bank Corp	250,000	250,222.50	4.400%	10/28/22	10/28/25	211	QUARTERLY
Sharonview Fed Cr Un	250,000	250,167.50	4.850%	10/31/22	10/31/25	214	QUARTERLY
United Heritage Cr Un	250,000	250,850.00	4.700%	11/04/22	11/04/25	218	QUARTERLY
Capital One Natl Assn	250,000	251,182.50	4.900%	11/16/22	11/17/25	231	QUARTERLY
Spokane Teachers Cr Un	250,000	251,300.00	5.000%	11/23/22	11/23/25	237	QUARTERLY
Morgan Stanley Private	250,000	250,190.00	4.750%	12/09/22	12/09/25	253	QUARTERLY
Community Bank Topeka	250,000	250,175.00	4.300%	12/14/22	12/15/25	259	QUARTERLY
Austin Telco Fed	250,000	251,322.50	4.950%	12/16/22	12/16/25	260	QUARTERLY
Alliant Credit Union	250,000	251,667.50	5.100%	12/30/22	12/30/25	274	QUARTERLY
First Technology Fed Cr Un	250,000	251,760.00	5.150%	06/30/23	12/30/25	274	MONTHLY
Liberty First Cr Un	250,000	250,770.00	4.550%	01/17/23	01/19/26	294	QUARTERLY
Capital Educators Fed Cr	250,000	250,802.50	4.550%	01/19/23	01/20/26	295	QUARTERLY
City Natl Bank	250,000	250,480.00	4.350%	01/25/23	01/26/26	301	QUARTERLY
Manufacturers Traders	250,000	250,297.50	4.250%	01/31/23	02/02/26	308	QUARTERLY
Coastlife Cr Un	250,000	251,080.00	4.650%	02/13/23	02/13/26	319	QUARTERLY
Achieve Finl Cr Un	250,000	251,102.50	4.650%	02/17/23	02/17/26	323	QUARTERLY
California Cr Un Glendale	250,000	250,797.50	4.500%	02/23/23	02/23/26	329	QUARTERLY
Truliant Fed Cr Un	250,000	251,080.00	4.600%	02/28/23	02/27/26	333	QUARTERLY
Pioneer Fed Cr Un Mtn Home	250,000	251,095.00	4.600%	02/28/23	03/02/26	336	QUARTERLY
Tradition Cap Bankk	250,000	250,967.50	4.600%	03/03/23	03/03/26	337	MONTHLY
Alaska Fed Cr	250,000	251,395.00	4.650%	03/05/23	03/09/26	343	MONTHLY
Mid Carolina Credit	250,000	252,045.00	4.600%	03/13/23	03/13/26	347	MONTHLY

City of Clovis
Certificates of Deposit
As of March 31, 2025

AGENDA ITEM NO. 6.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 03/31/25	INTEREST FREQUENCY
Blue Ridge Bank	250,000	251,985.00	4.500%	03/16/23	03/16/26	350	MONTHLY
Northwest Bank	250,000	252,100.00	4.600%	03/17/23	03/17/26	351	MONTHLY
Valleystar Credit Union	250,000	252,125.00	4.600%	03/20/23	03/20/26	354	MONTHLY
First Community Bank	250,000	251,960.00	4.500%	03/22/23	03/23/26	357	MONTHLY
Technology Credit Union	250,000	252,172.50	4.650%	03/23/23	03/23/26	357	MONTHLY
Cibc Bank	250,000	251,937.50	4.650%	03/24/23	03/24/26	358	MONTHLY
Signature Bank	250,000	252,160.00	4.500%	03/24/23	03/24/26	358	MONTHLY
Point West Credit Union	250,000	252,305.00	5.000%	04/12/23	04/13/26	378	MONTHLY
Flagstar Bank	250,000	252,302.50	4.650%	03/30/23	04/24/26	389	MONTHLY
Utah Cmnty Credit Union	250,000	251,362.50	4.600%	04/26/23	04/27/26	392	MONTHLY
Cross River Bank	250,000	251,522.50	4.650%	05/19/23	05/19/26	414	MONTHLY
Raiz FCU	250,000	251,997.50	4.650%	05/24/23	05/26/26	421	MONTHLY
Usalliance FCU	250,000	251,715.00	4.700%	05/26/23	05/26/26	421	MONTHLY
Chartway Fed Cr Un	250,000	252,347.50	4.900%	06/09/23	06/09/26	435	MONTHLY
Customers Bank	250,000	251,797.50	4.700%	06/14/23	06/15/26	441	MONTHLY
Lafayette Fed Cr Un	250,000	252,557.50	4.950%	12/13/23	06/15/26	441	QUARTERLY
Latino Cmnty Cr Un	250,000	252,487.50	4.900%	06/27/23	06/29/26	455	MONTHLY
Leaders Cr Un	250,000	252,762.50	5.000%	06/30/23	06/30/26	456	MONTHLY
Farmers Insurance	250,000	252,890.00	5.000%	07/21/23	07/21/26	477	MONTHLY
Maine Svgs FCU	250,000	252,890.00	5.000%	07/21/23	07/21/26	477	MONTHLY
Popular Bank New York	250,000	252,655.00	4.850%	09/06/23	09/04/26	522	QUARTERLY
Freedom Northwest Cr Un	250,000	254,510.00	5.350%	09/19/23	09/18/26	536	QUARTERLY
Amex National Bank	250,000	253,267.50	5.000%	09/20/23	09/21/26	539	QUARTERLY
First Gty Bank	250,000	253,755.00	5.100%	10/13/23	10/13/26	561	MONTHLY
Bridgewater Bank	250,000	253,887.50	5.100%	11/03/23	11/03/26	582	MONTHLY
Taylorville Svgs Bk	250,000	253,887.50	5.100%	11/03/23	11/03/26	582	MONTHLY
Mountain Comm Bk	250,000	251,715.00	4.500%	12/20/23	12/21/26	630	QUARTERLY
American Bk Freedom	250,000	251,660.00	4.500%	12/22/23	12/22/26	631	QUARTERLY
Rockland Fed Cr Un	250,000	252,132.50	4.600%	12/22/23	12/22/26	631	QUARTERLY
Hughes Fed Cr Un	250,000	251,432.50	4.400%	01/29/24	01/29/27	669	QUARTERLY
MVB Bk Inc Fairmont	250,000	250,772.50	4.250%	01/31/24	01/29/27	669	QUARTERLY
Farmers & Merchants Tr Co	250,000	250,335.00	4.150%	01/30/24	02/01/27	672	QUARTERLY
Oregon Cmnty Cr Un	250,000	250,952.50	4.300%	02/09/24	02/09/27	680	MONTHLY
Valley Natl Bk	250,000	251,762.50	4.450%	02/21/24	02/22/27	693	MONTHLY
CFBank Fairlawn	250,000	251,682.50	4.450%	03/05/24	03/05/27	704	QUARTERLY
Haven Svgs Bk	250,000	251,845.00	4.500%	03/06/24	03/08/27	707	QUARTERLY
Univest Natl Bk	250,000	252,352.50	4.600%	03/13/24	03/15/27	714	QUARTERLY
First Natl Bk	250,000	252,425.00	4.600%	03/19/24	03/19/27	718	QUARTERLY
Nicolet Natl Bk	250,000	252,435.00	4.600%	03/22/24	03/22/27	721	QUARTERLY
People Bank Co	250,000	253,477.50	4.650%	03/30/23	03/30/27	729	MONTHLY
United FID Bank FSB	250,000	252,495.00	4.600%	04/12/24	04/12/27	742	QUARTERLY
Maine Cmnty Bk	250,000	253,100.00	4.700%	05/15/24	05/17/27	777	QUARTERLY
Fahey Banking Co	250,000	253,112.50	4.700%	05/21/24	05/21/27	781	QUARTERLY
Crown Bank Edina	250,000	252,865.00	4.650%	05/23/24	05/24/27	784	QUARTERLY
Gilmer Natl Bk	250,000	253,425.00	4.750%	06/07/24	06/07/27	798	QUARTERLY
First Fndtn Bk	250,000	254,222.50	4.900%	06/13/24	06/14/27	805	QUARTERLY
Empower Fed Cr Un	250,000	254,302.50	4.900%	06/26/24	06/28/27	819	QUARTERLY
Optum Bk Draper	250,000	253,272.50	4.700%	07/10/24	07/12/27	833	QUARTERLY
Generations Cmnty Fed Cr Un	250,000	249,452.50	4.000%	08/21/24	08/23/27	875	QUARTERLY
National Bk Superior	250,000	246,382.50	3.500%	10/08/24	10/08/27	921	QUARTERLY
True Sky Cr Un	250,000	249,970.00	4.100%	11/06/24	11/08/27	952	QUARTERLY
Workers Cr Un	250,000	249,935.00	4.100%	11/22/24	11/22/27	966	QUARTERLY
Morgan Stanley Bk	250,000	249,325.00	4.000%	01/15/25	01/18/28	1,023	QUARTERLY
Carroll County	250,000	252,702.50	4.650%	03/30/23	03/30/28	1,095	MONTHLY
Discover Bank	250,000	251,652.50	4.350%	04/26/23	04/24/28	1,120	MONTHLY
TTCU Fed Cr Un	250,000	256,785.00	5.000%	07/26/23	07/26/28	1,213	MONTHLY
Wells Fargo Natl Bk	250,000	257,775.00	5.050%	11/14/23	11/14/28	1,324	MONTHLY
Consumers Fed Cr Un	250,000	257,402.50	5.000%	11/16/23	11/16/28	1,326	MONTHLY
San Francisco Fed Cr Un	250,000	251,072.50	4.250%	11/27/24	11/27/28	1,337	QUARTERLY
Amerasia Bk	250,000	248,900.00	4.000%	02/15/24	02/15/29	1,417	MONTHLY
Merrick Bk South	250,000	249,297.50	4.050%	12/20/24	06/11/29	1,533	QUARTERLY
USF Fed Cr Un	250,000	252,270.00	4.350%	07/30/24	07/30/29	1,582	QUARTERLY
Sallie Mae Bk	250,000	251,730.00	4.300%	07/31/24	07/31/29	1,583	QUARTERLY

Negotiable CD TOTAL \$ 30,750,000 \$ 30,898,495

CD TOTAL \$ 30,750,000 \$ 30,898,495

**City of Clovis
Municipal Securities
As of March 31, 2025**

AGENDA ITEM NO. 6.

Municipal Securities	NET BOOK VALUE	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 03/31/25	INTEREST FREQUENCY
University CA Rev Bond	998,936	998,140	4.350%	09/15/22	05/15/25	45	QUARTERLY
Antelope Valley CA Ref Bond	746,636	743,183	1.767%	05/12/22	08/01/25	123	QUARTERLY
Chabot Las Positas Cmnty Clg Bond	1,480,267	1,473,118	0.880%	04/29/22	08/01/25	123	QUARTERLY
Foothill De Anza Bond	826,162	825,882	0.906%	03/24/23	08/01/25	123	QUARTERLY
San Dieguito High School Ref Bond	991,271	991,150	1.661%	10/13/22	08/01/25	123	QUARTERLY
Santa Ana CCD Ref Bond	248,066	247,178	0.744%	05/12/22	08/01/25	123	QUARTERLY
Orange County Water Dist Ref Bond	892,616	892,458	2.095%	10/13/22	08/15/25	137	QUARTERLY
San Jose CA Txble Ser B	2,336,592	2,338,303	2.450%	10/13/22	09/01/25	154	QUARTERLY
Los Angeles CA USD Ref Bond	1,002,705	966,460	1.455%	11/15/21	07/01/26	457	QUARTERLY
Chabot Las Positas Cmnty Clg CA	3,415,161	3,364,520	1.080%	07/27/22	08/01/26	488	QUARTERLY
Chaffey CA High School Ref Bond	1,544,283	1,533,246	2.475%	06/30/22	08/01/26	488	QUARTERLY
Huntington Beach HS Dist Ref Bond	3,233,019	3,176,733	1.208%	04/29/22	08/01/26	488	QUARTERLY
Placentia Yorba USD Ref Bond	1,083,751	1,065,234	1.070%	05/31/22	08/01/26	488	QUARTERLY
San Diego CA Cmnty Ref Bond	465,207	458,748	2.299%	04/29/22	08/01/26	488	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	2,045,908	1.147%	11/03/21	08/01/26	488	QUARTERLY
Sonoma Cnty Jr College Ref Bond	1,972,806	1,955,420	2.447%	06/30/22	08/01/26	488	QUARTERLY
San Diego CA Pub Facs Ref Bond	1,587,778	1,566,598	1.812%	08/18/22	10/15/26	563	QUARTERLY
CA ST Univ Rev Ref Bond	2,379,435	2,385,275	1.142%	02/17/23	11/01/26	580	QUARTERLY
El Dorado CA Irr Dist Ref Bond	1,139,040	1,119,575	1.687%	08/18/22	03/01/27	700	QUARTERLY
Rancho Santiago Cmnty Clg	2,238,786	311,704	1.106%	11/17/22	03/01/27	700	QUARTERLY
University Gen Rev Bond	563,755	2,249,007	1.316%	10/13/22	05/15/27	775	QUARTERLY
El Monte Ca Ref Bond	2,061,905	564,600	1.326%	03/24/23	06/01/27	792	QUARTERLY
Los Angeles CA Dept Wtr Ref Bond	995,371	2,014,820	5.516%	04/27/23	07/01/27	822	QUARTERLY
Colton CA Jt Uni Sch	847,968	1,000,205	1.603%	11/17/22	08/01/27	853	QUARTERLY
Contra Costa Ref Bond	235,561	840,259	2.163%	09/15/22	08/01/27	853	QUARTERLY
Corona Norco Ref Bond	507,585	239,875	2.297%	09/28/23	08/01/27	853	QUARTERLY
Foothill De Anza CCD	1,021,135	509,366	1.473%	12/15/22	08/01/27	853	QUARTERLY
Fremont CA Uni Sch Dist	1,114,608	1,027,477	1.113%	11/17/22	08/01/27	853	QUARTERLY
Fremont CA USD Ref Bond	326,131	1,087,115	2.000%	05/31/22	08/01/27	853	QUARTERLY
Marin CA Cmnty Clg Dist	264,029	329,928	3.330%	11/17/22	08/01/27	853	QUARTERLY
Mount San Antonio Cmnty Clg	385,953	266,432	1.139%	11/17/22	08/01/27	853	QUARTERLY
Mount San Antonio Ref Bond	2,941,032	389,318	2.329%	10/13/22	08/01/27	853	QUARTERLY
Saddleback VY Uni Ref Bond	566,786	2,887,260	2.400%	08/10/22	08/01/27	853	QUARTERLY
San Diego CA Com CD	1,361,186	567,409	2.407%	12/15/22	08/01/27	853	QUARTERLY
San Ramon Valley Ref Bond	990,277	1,353,162	3.415%	09/15/22	08/01/27	853	QUARTERLY
Santa Monica Cmnty Clg Ref Bond	432,008	983,460	3.050%	09/15/22	08/01/27	853	QUARTERLY
Sierra CA Cmnty Clg Dist	185,601	434,901	1.129%	11/17/22	08/01/27	853	QUARTERLY
William Hart CA Un High	310,262	186,830	1.174%	11/17/22	08/01/27	853	QUARTERLY
San Jose CA Txble Ser B	871,897	878,469	2.600%	10/13/22	09/01/27	884	QUARTERLY
Soquel Creek Cnty Ref Bond	505,683	502,703	1.445%	05/18/23	03/01/28	1,066	QUARTERLY
Gardena Calif Pension Oblig	930,921	943,340	2.663%	10/19/23	04/01/28	1,097	QUARTERLY
Beverly Hills Ref Bond	583,750	583,648	1.514%	06/15/23	06/01/28	1,158	QUARTERLY
California Health FACS	726,845	740,726	3.378%	11/16/23	06/01/28	1,158	QUARTERLY
Alameda Cnty Calif	525,133	529,934	3.519%	03/21/24	08/01/28	1,219	QUARTERLY
Desert CA Cmnty College	931,845	933,450	2.023%	01/19/24	08/01/28	1,219	QUARTERLY
Long Beach Calif Cmnty	682,548	687,178	2.337%	03/21/24	08/01/28	1,219	QUARTERLY
Redondo Beach Ref Bond	603,834	615,971	1.430%	09/28/23	08/01/28	1,219	QUARTERLY
San Ramon Valley CA Uni	1,665,972	1,683,919	1.670%	07/13/23	08/01/28	1,219	QUARTERLY
Santa Ana College Impt	1,355,541	1,367,685	1.320%	07/13/23	08/01/28	1,219	QUARTERLY
Santa Clarita CA Cmnty	918,023	920,750	1.563%	01/19/24	08/01/28	1,219	QUARTERLY
William Hart CA High	913,187	913,690	1.429%	12/21/23	08/01/28	1,219	QUARTERLY
Yosemite Calif Cmnty Clg	701,981	703,073	2.210%	12/21/23	08/01/28	1,219	QUARTERLY
Los Angeles Calif Cmnty	1,274,295	1,273,413	5.520%	02/13/25	08/01/29	1,584	QUARTERLY
Riverside Calif Cmnty	1,804,898	1,810,140	1.785%	03/27/25	08/01/29	1,584	QUARTERLY
Mun. Securities TOTAL	\$ 60,815,018	\$ 60,478,344					
Municipal Securities TOTAL	\$ 60,815,018	\$ 60,478,344					

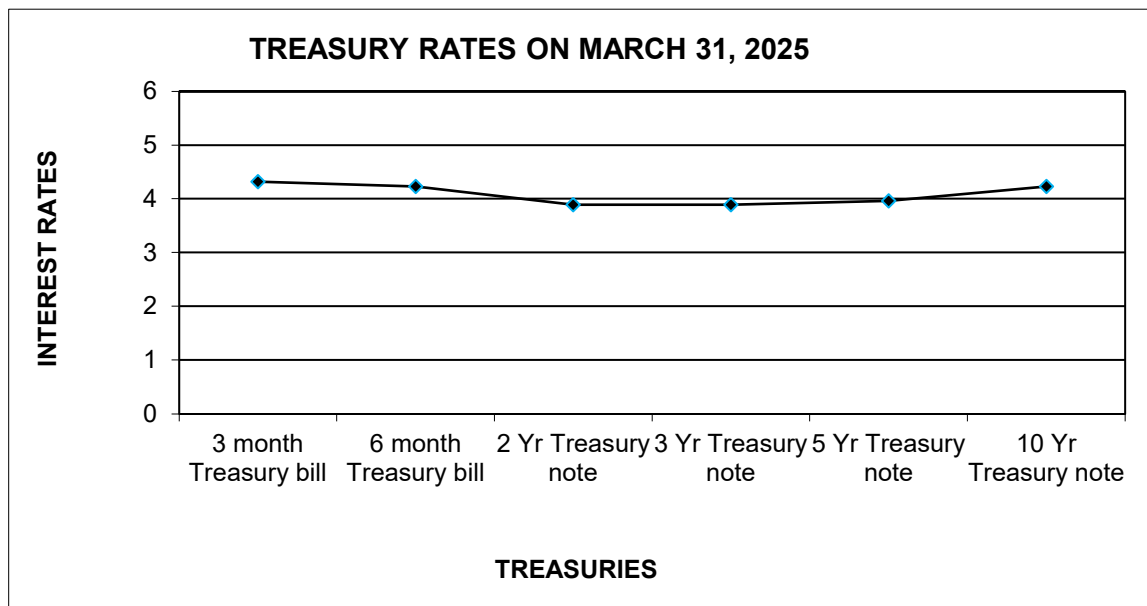
AGENDA ITEM NO. 6.

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**CITY OF CLOVIS
FINANCE DEPARTMENT
MARCH 31, 2025 TREASURY RATES**

Treasury Rates as of March 31, 2025

3 month Treasury bill	4.32
6 month Treasury bill	4.23
2 Yr Treasury note	3.89
3 Yr Treasury note	3.89
5 Yr Treasury note	3.96
10 Yr Treasury note	4.23



As indicated in the above graph, treasuries decreased from 3-month to 2-year notes, held steady from 2-year to 3-year notes, and increased from 3-year to 10-year notes.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: August 18, 2025

SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of March 2025.

ATTACHMENTS:

1. Summary of Cash Balances
2. Summary of Investment Activity
3. Investments with Original Maturities Exceeding One Year

RECOMMENDATION

Staff recommends that the City Council receive and file the Treasurer’s Report for the Month of March 2025.

EXECUTIVE SUMMARY

Attached for the Council’s information is the Treasurer’s Report for the month ended March 31, 2025.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements, and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended March 31, 2025.

BACKGROUND

State law (Government Code Section 41004) requires that the City Treasurer shall submit to the City Clerk each month a written report and accounting of all receipts, disbursements, and fund balances.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Finance report is for information only and no action is required.

ACTIONS FOLLOWING APPROVAL

Staff will file the report.

CONFLICT OF INTEREST

None.

Prepared by: Angela Papazian, Deputy Finance Director

Reviewed by: City Manager AA

City of Clovis
Statement of Cash Balances
As of March 31, 2025

AGENDA ITEM NO. 7.

Previous Balance		\$	16,065,140.65
Deposits			25,854,182.47
Disbursements			(36,348,853.53)
Current Balance		\$	<u>5,570,469.59</u>
FUNDS			BALANCE
100	General Fund	\$	6,489,441.81
201	Local Transportation		22,577,437.95
202	Parking and Business Improvements		310,928.46
203	Off Highway Use		76,749.06
204	Community Facilities District 2020-1		372,883.33
205	Senior Citizen Memorial Trust		66,411.29
207	Landscape Assessment District		8,464,011.72
208	Blackhorse III (95-1) Assessment District		5,388.62
209	Blackhorse III (95-1) Assessment District 2		40,726.02
275	HCD Block Grant Fund		712,023.02
301	Park & Recreation Acquisition		8,236,677.88
304	Affordable Housing		1,023,648.29
305	Refuse Equipment Reserve		2,829,578.81
310	Special Street Deposit Fund		57,909,368.87
314	Housing Successor Agency		440,367.93
402	1976 Fire Bond Redemption		25,446.16
404	1976 Sewer Bond Redemption Fund		443,618.65
501	Community Sanitation Fund		16,257,535.35
502	Sewer Service Fund		39,016,787.27
504	Sewer Capital Projects-Users		466,909.02
506	Sewer Capital Projects-Developer		3,915,899.61
507	Water Service Fund		44,953,908.49
508	Water Capital Projects-Users		7,770,739.48
509	Water Capital Projects-Developer		14,232,929.88
515	Transit Fund		7,238,286.49
540	Planning & Development Services		16,997,040.16
601	Property & Liability Insurance		1,038,046.06
602	Fleet Maintenance		30,654,170.54
603	Employee Benefit Fund		21,925,592.89
604	General Government Services		26,366,861.91
605	Facilities Maintenance		5,177,996.60
606	Information Technology		6,683,695.26
701	Curb & Gutter Fund		175,223.67
703	Payroll Tax & Withholding Fund		1,583,220.38
712	Temperance/Barstow Assmt Dist (98-1)		82,622.28
713	Shepherd/Temperance Assmt Dist (2000-1)		6,041.55
715	Supp Law Enforcement Serv		365,523.04
716	Asset Forfeiture		644,969.71
720	Measure A-Public Safety Facility Tax		2,136.14
736	SA Admin Trust Fund		1,421.40
741	SA Debt Service Trust Fund		(143,075.13)
747	Housing Successor Trust Fund		1,137.98
SUBTOTALS		\$	<u>355,440,327.90</u>
999	Invested Funds		<u>(349,869,858.31)</u>
TOTAL		\$	<u><u>5,570,469.59</u></u>

City of Clovis
Summary of Investment Activity
For the month of March 31, 2025

Balance of Investments Previous Month End		\$ 340,167,832.93
Time Certificates of Deposit Transactions		
Investments	0.00	
Withdrawals	(1,000,000.00)	
Total CD Changes		(1,000,000.00)
Other Changes		
Government Securities	133,695.00	
Local Agency Investment Fund	0.00	
Municipal Securities	1,893,192.00	
Corporate Securities	7,792,085.00	
Sweep Account	883,053.38	
Total Other Changes		10,702,025.38
Balance of Investments Current Month End		\$ 349,869,858.31

City of Clovis
Distribution of Investments
As of March 31, 2025

Insured CD's	30,750,000.00
Government Securities	122,849,665.10
Corporation Securities	58,287,786.00
Local Agency Investment Fund	59,312,273.33
Municipal Securities	60,815,017.55
Sweep Account	17,855,116.33
Investment Total	\$ 349,869,858.31

City of Clovis
Government Maturities Exceeding One Year
As of March 31, 2025

AGENDA ITEM NO. 7.

Institution	Face Value	Investment	Maturity	Stated Rate
		Balance At Amortized Cost		
FAMCMTN	4,000,000.00	4,000,000.00	4/25/2025	2.750%
FAMCMTN	4,000,000.00	3,995,276.00	7/28/2025	0.750%
FHLB	5,000,000.00	5,000,000.00	8/28/2025	3.600%
FHLB	5,000,000.00	4,994,181.00	9/8/2025	0.600%
FHLB	980,000.00	930,058.00	11/25/2025	0.500%
FFCB	5,000,000.00	4,992,746.00	2/11/2026	0.580%
FHLB	4,000,000.00	3,983,187.00	2/24/2026	0.750%
FHLB	3,000,000.00	2,915,797.00	3/16/2026	0.790%
FHLB	5,000,000.00	4,990,197.00	9/28/2026	0.940%
FHLB	4,000,000.00	3,872,275.00	10/28/2026	1.150%
FHLB	6,000,000.00	5,996,038.00	11/24/2026	1.250%
FHLB	5,000,000.00	5,044,350.60	12/11/2026	2.125%
FHLB	4,500,000.00	4,313,380.00	2/24/2027	1.020%
FHLB	5,000,000.00	4,810,684.00	2/24/2027	1.020%
FHLB	4,000,000.00	3,881,514.00	2/26/2027	0.900%
FHLB	6,800,000.00	6,461,683.00	2/26/2027	0.900%
FHLB	5,700,000.00	5,643,208.00	2/26/2027	0.900%
FHLB	6,000,000.00	5,405,203.00	2/26/2027	1.000%
FHLB	4,000,000.00	4,000,000.00	3/8/2027	2.375%
FHLB	6,000,000.00	5,505,443.00	2/22/2028	0.830%
FHLB	400,000.00	368,283.00	2/25/2028	1.125%
FFCB	2,500,000.00	2,251,880.00	3/2/2028	1.000%
FHLB	3,000,000.00	2,009,376.50	3/10/2028	4.500%
FFCB	2,245,000.00	3,076,044.00	3/10/2028	1.000%
FFCB	700,000.00	647,844.00	3/22/2028	1.370%
FFCB	6,000,000.00	6,062,618.00	4/25/2028	3.875%
FFCB	5,500,000.00	5,408,046.00	4/27/2028	3.740%
FFCB	3,000,000.00	2,970,656.00	6/22/2028	4.470%
FFCB	3,000,000.00	2,741,932.00	7/13/2028	1.230%
FHLMC	1,000,000.00	896,358.00	7/27/2028	1.100%
FNMA	1,000,000.00	893,007.00	7/28/2028	1.000%
FHLB	1,000,000.00	914,989.00	8/4/2028	1.300%
FFCB	3,000,000.00	2,987,127.00	9/8/2028	4.750%
FHLMC	1,000,000.00	886,284.00	10/19/2028	1.000%

City of Clovis
Municipal Maturities Exceeding One Year
As of March 31, 2025

AGENDA ITEM NO. 7.

Institution	Face Value	Investment	Maturity	Stated Rate
		Balance At Amortized Cost		
UC General Revenue Bonds	1,000,000.00	998,936.00	5/15/2025	3.050%
Antelope Valley Comm Coll	750,000.00	746,635.50	8/1/2025	1.767%
Chabot Las Positas Comm Coll	1,490,000.00	1,480,267.00	8/1/2025	0.880%
Foothill De Anza Ref Bds 2021B	835,000.00	826,161.50	8/1/2025	0.906%
San Dieguito USD GO Bonds	1,000,000.00	991,271.00	8/1/2025	1.661%
Santa Ana Coll Improv Dist	250,000.00	248,065.50	8/1/2025	0.744%
Orange County Water Dist	900,000.00	892,616.00	8/15/2025	2.095%
San Jose Ca Taxable Series B	2,355,000.00	2,336,591.50	9/1/2025	2.450%
LA CUSD GO Bonds	1,000,000.00	1,002,705.00	7/1/2026	1.455%
Chabot Las Positas Comm Coll	3,505,000.00	3,415,161.00	8/1/2026	1.080%
Chaffey Joint Union HS	1,565,000.00	1,544,282.50	8/1/2026	2.475%
Huntington Beach Union HS	3,305,000.00	3,233,019.00	8/1/2026	1.208%
Placentia Yorba Linda USD	1,110,000.00	1,083,751.00	8/1/2026	1.070%
San Diego Comm Coll Dist	470,000.00	465,207.00	8/1/2026	2.299%
San Ramon Valley CUSD	2,125,000.00	2,125,000.00	8/1/2026	1.147%
Sonoma County Jr Coll Dist	2,000,000.00	1,972,806.00	8/1/2026	2.447%
San Diego Pub Facilities Dist	1,625,000.00	1,587,778.00	10/15/2026	1.812%
California St Univ Taxable 2021B	2,500,000.00	2,379,435.00	11/1/2026	1.142%
El Dorado Irrigation Dist	1,175,000.00	1,139,040.00	3/1/2027	1.687%
UC Taxable Gen Bds 2020 B	2,385,000.00	2,238,785.50	5/15/2027	1.316%
El Monte HSD Taxable Ref 2021	600,000.00	563,755.00	6/1/2027	1.326%
LA Dept Wtr Pwr Rev Bonds 2010C	2,000,000.00	2,061,905.00	7/1/2027	5.516%
Colton CA USD Ref Bonds 2020	1,060,000.00	995,371.00	8/1/2027	1.603%
Contra Costa Comm College Dist	880,000.00	847,968.00	8/1/2027	2.163%
Corona Norco USD Ref Bond 2019	250,000.00	235,561.00	8/1/2027	2.297%
Foothill De Anza CC Taxable 2021	540,000.00	507,585.00	8/1/2027	1.473%
Fremont USD Alameda County	1,100,000.00	1,021,135.00	8/1/2027	1.113%
Fremont USD Taxable Ref 2021	1,140,000.00	1,114,608.00	8/1/2027	2.000%
Marin County Comm Coll 2016	335,000.00	326,130.80	8/1/2027	3.330%
Mount San Antonio CC 2021	285,000.00	264,029.00	8/1/2027	1.139%
Mount San Antonio Comm Coll	405,000.00	385,952.75	8/1/2027	2.329%
Saddleback Valley USD	3,000,000.00	2,941,032.00	8/1/2027	2.400%
San Diego CCD Taxable 2019	590,000.00	566,786.00	8/1/2027	2.407%
San Ramon Valley CUSD	1,435,000.00	1,361,186.00	8/1/2027	1.440%
Santa Monica Comm College Dist	1,000,000.00	990,277.00	8/1/2027	3.415%
Sierra CA CCD 2021A Ref	465,000.00	432,007.50	8/1/2027	1.129%
William Hart USD 2020 Ref	200,000.00	185,601.00	8/1/2027	1.174%
Rancho Santiago CC Ref 2020	335,000.00	310,261.50	9/1/2027	1.106%
San Jose Ca Taxable Series B	910,000.00	871,897.00	9/1/2027	2.600%
Soquel Creek Wtr Ref 2020	545,000.00	505,682.50	3/1/2028	1.445%
Gardena Calif Pension Obligation	1,000,000.00	930,921.00	4/1/2028	2.663%
Beverly Hills Taxable Ref 2020B	635,000.00	583,749.50	6/1/2028	1.514%
California Health Facs Fing Au	760,000.00	726,845.00	6/1/2028	3.378%
Alameda Cnty Calif	540,000.00	525,133.00	8/1/2028	3.519%
Desert CA Cmnty College	1,000,000.00	931,845.00	8/1/2028	2.023%
Long Beach Calif Cmnty	730,000.00	682,548.00	8/1/2028	2.337%
Redondo Beach CA Uni Bond 2018	675,000.00	603,834.00	8/1/2028	1.430%
San Ramon Valley CA	1,820,000.00	1,665,972.00	8/1/2028	1.670%
Santa Ana College Impt	1,500,000.00	1,355,541.00	8/1/2028	1.320%
Santa Clarita Calif Cmnty	1,000,000.00	918,023.00	8/1/2028	1.563%
William Hart High	1,000,000.00	913,187.00	8/1/2028	1.429%
Yosemite Calif Cmnty College	750,000.00	701,981.00	8/1/2028	2.210%
Los Angeles Community College Dist	1,250,000.00	1,274,295.00	8/1/2029	5.520%
Riverside Community College Dist	2,000,000.00	1,804,898.00	8/1/2029	1.785%

City of Clovis
Corporate Maturities Exceeding One Year
As of March 31, 2025

AGENDA ITEM NO. 7.

Institution	Face Value	Investment	Maturity	Stated Rate
		Balance At Amortized Cost		
Duke Energy Carolinas LLC	2,000,000.00	1,960,724.00	11/15/2028	3.950%
Toyota MTR Cr Corp	2,000,000.00	1,993,833.00	1/5/2029	4.350%
Procter & Gamble Co	2,000,000.00	1,995,821.00	1/29/2029	4.650%
Air Products and Chemicals	2,000,000.00	1,993,773.00	2/8/2029	4.600%
Texas Instrument Inc	2,000,000.00	2,007,667.00	2/8/2029	4.600%
Cummins Inc	2,000,000.00	2,025,591.00	2/20/2029	4.900%
Bristol-Myers Squibb Co	2,000,000.00	2,003,283.00	2/22/2029	4.900%
Astrazeneca Finance LLC	2,000,000.00	1,985,511.00	2/26/2029	4.850%
Cisco Sys Inc.	2,000,000.00	2,015,840.00	2/26/2029	4.850%
Caterpillar Finl	2,000,000.00	2,016,694.00	2/27/2029	4.850%
Merck Co Inc.	2,000,000.00	1,919,109.00	3/7/2029	3.400%
Blackrock Fund Inc.	2,000,000.00	2,007,939.00	3/14/2029	4.700%
Adobe Inc	2,000,000.00	2,008,578.00	4/4/2029	4.800%
Home Depot Inc.	2,000,000.00	1,993,519.00	4/15/2029	4.900%
United Health Group	2,000,000.00	1,975,697.00	4/15/2029	4.700%
Midamerican Energy Co	1,500,000.00	1,454,122.00	4/15/2029	3.650%
Glaxosmithkline Capital	2,000,000.00	1,907,237.00	6/1/2029	3.375%
John Deere Capital	2,000,000.00	2,010,974.00	6/11/2029	4.850%
Citibank NA	2,000,000.00	2,037,419.00	8/6/2029	4.838%
Honeywell Intl Inc	2,000,000.00	2,080,750.00	9/1/2029	4.875%
Unilever Capital Corp	1,500,000.00	1,361,223.00	9/6/2029	2.125%
Paccar Financial Group	2,000,000.00	1,959,518.00	9/26/2029	4.000%
State Street Corp	2,000,000.00	1,805,094.00	1/24/2030	2.400%
Pepsico Inc	3,000,000.00	2,985,379.00	2/7/2030	4.600%
Eli Lilly & Co	3,000,000.00	3,000,000.00	2/12/2030	4.750%
Target Corp	2,000,000.00	1,819,405.00	2/15/2030	2.350%
Hershey Company	2,000,000.00	2,025,942.00	2/24/2030	4.750%
Johnson & Johnson	2,000,000.00	2,034,922.00	3/1/2030	4.700%
Mastercard Inc	2,000,000.00	1,902,222.00	3/26/2030	3.350%



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: August 18, 2025

SUBJECT: General Service – Approval – Res. 25-____, Authorizing the City Manager to Execute an Agreement for Older Americans Act Funding for Title III C-1 Nutrition Services Through the Fresno-Madera Area Agency on Aging (FMAAA); and Approval - Res. 25-____, Amending the FY 2025-2026 General Services Department Budget to Reflect \$50,250.00 in Grant Funding for the Clovis Senior Activity Center Awarded by the Fresno-Madera Area Agency on Aging.

ATTACHMENTS: 1. Res. 25-____, Grant Agreement
2. Grant Agreement
3. Res. 25-____, Budget Amendment

RECOMMENDATION

For the Clovis City Council to approve a resolution authorizing the City Manager to execute an agreement for the Older Americans Act Funding for Title III C-1 Nutrition Services through the Fresno-Madera Area Agency on Aging (FMAAA); and for the City Council to approve the resolution amending the FY 2025-2026 General Services Department budget to reflect \$50,250 in grant funding for the Clovis Senior Activity Center awarded by the Fresno-Madera Area Agency on Aging.

EXECUTIVE SUMMARY

The City of Clovis has annually received funding for nutrition programs through the FMAAA. The nutrition program funding is used to provide in-center meals for seniors. The total grant allocation for the FY 2025–2026 is \$50,250, which will be used to assist in paying nutrition program staff salaries, as well as support funding for supplies needed for the nutrition program.

BACKGROUND

The City of Clovis has received grant funds from the FMAAA for the senior services programs since 1981. The funding is made available each fiscal year and the City must reapply each year for the grant. The FMAAA released its request for FY 2025-2026 senior services program funding for the nutrition program.

The allocation from the FMAAA to City of Clovis for the FY 2025-2026 is \$50,250 for the nutrition program. The expected funding will be used for senior nutrition site management which includes program assessments, coordinated meal orders, and on-site management of the lunch program at the Clovis Senior Activity Center. The meals served by Clovis Senior Activity Center staff are hot meals cooked and prepared by Fresno EOC, then delivered hot to the Center for meal services.

The Clovis Senior Activity Center has managed the Senior Nutrition Program offered through FMAAA since 1994 and meets all monitoring criteria for the program.

FISCAL IMPACT

The FMAAA grant funding for FY 2025 – 2026 is as follows:

Title III C-1 Congregate Nutrition July 2025 – June 2026	\$50,250
Total FMAAA FY 2025-2026	\$50, 250

REASON FOR RECOMMENDATION

The FMAAA funds are essential in maintaining the nutrition program offered here at the Clovis Senior Activity Center. The grant funding is used to provide staff support, supplies, and administration of the program.

ACTIONS FOLLOWING APPROVAL

Upon approval of the grant proposal by the FMAAA, the City Manager will sign grant agreement #26-0051 for the funding.

CONFLICT OF INTEREST

None.

Prepared by: Ashlee Winslow, Senior Services Supervisor

Reviewed by: City Manager *AH*

RESOLUTION 25-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN AGREEMENT FOR OLDER AMERICAN ACT FUNDING

WHEREAS, the City of Clovis is the direct sponsor of the Clovis Senior Services Program with partial funding from an Older Americans Act Grant from the Fresno Madera Area Agency on Aging; and

WHEREAS, the Clovis Community Services Division provides multi-purpose supportive services at the Clovis Senior Activity Center, which includes information and assistance, nutrition, consumer services, community services, education, and recreation services for the older adult population in Clovis; and

WHEREAS, the City of Clovis intends to apply for Older Americans Act funding for Title III C-1 (Nutrition services) to be administered through the Senior Services Program of the Clovis Community Services Division located at the Clovis Senior Activity Center.

NOW, THEREFORE, BE IT RESOLVED by the City of Clovis as follows:

1. Intends to continue to be a direct sponsor of the Clovis Senior Services Program.
2. Authorizes the City Manager to execute the agreement for Older Americans Act funding, grant #26-0051 for FY 2025-2026 including any subsequent amendments and all necessary supporting documents.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 18, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN

DATED: August 18, 2025

Mayor

City Clerk



Agency on Aging

Change The Way You Age

May 28, 2025

Ashlee Winslow, Senior Services Supervisor
City of Clovis
1033 5th Street
Clovis, CA 93612

Ms. Winslow,

The Fresno-Madera Area Agency on Aging's Governing Board has approved an award of Older American's Act funds to the City of Clovis as follows:

Contract no: 26-0051, Title III C1 Congregate Nutrition Site Management:

Clovis Senior Center

\$50,250 Maximum expenditure

Please note, grant awards are contingent on sufficient funds made available from the State of California to the Agency on Aging and/or by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs.

We will send the contract documents for completion and signature via DocuSign. Page i, Documents Required to Execute Contract, serves as a guide. All components will be provided electronically, and no physical copies are needed. The one exception is the Exhibit B – Budget Excel template, included with this letter, which must still be uploaded to DocuSign. DocuSign recipients were selected based on the Contract Contacts Update sent in May.

Pending finalization of the fiscal year 2024-2025 contract, this letter will serve as your authority to provide the Title III C1 Congregate Nutrition Site Management Program with the City of Clovis under contract no. 26-0051 as of July 1, 2025. The authority contained herein expires September 30, 2025, or when the contract is fully executed, whichever comes first.

Please contact me at 559-319-0863 with any questions.

Sincerely,

Hillaree Bennett
Program Director
hbennett@fmaaa.org

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of all contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

Type entries and enter **original signatures in ink** on **both** sets of documents:

- ☐ **Page 2, Area Plan Grant Award Contract Signature Page**
Must include signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; and signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Contractor Certification Clauses**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Information Integrity and Security Statement**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A). Also, check appropriate box under "Certify" at bottom of page 2 to indicate 128-bit Encryption compliance status.
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A). Only page 1, signature page required (do not submit pages 2-6).

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget: Email Excel version to Pbustamante@fmaaa.org and alucas@fmaaa.org; submit 2 hard copies with contract.**
- ☐ **Exhibit E, Program Narrative: Email Word version to hbennett@fmaaa.org and mrobinson@fmaaa.org; submit 2 hard copies with contract.**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ 1. List of all proposed subcontractors for this Agreement (if any), and, following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.
- ☐ 2. Certificate(s) of Insurance ***Please review Article XV of Agreement prior to arranging for certificate*** to ensure all contractual requirements for insurance certificate are met and ***specific contract language*** included on certificate.
- ☐ 3. Copy of IRS Determination Letter of Tax-Exempt Status if a non-governmental organization.
- ☐ 4. Organizational chart, including names and position titles for contracted program
- ☐ 5. Job Description and Resume of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program
- ☐ 6. List of Governing Board members
- ☐ 7. List of Advisory Council or Advisory Committee members (if applicable)
- ☐ 8. Current documents (i.e. flyers, brochures) used to promote the **contracted program**

CONTRACT SUMMARY OF CHANGESContract Term: July 1, 2025 through June 30, 2026

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Article IX. Subcontracts Section K	Small contracts (under \$100,000 in the aggregate) do not require a competitive process [CCR 7352(g)]. In the case of small contracts, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. a. Pre-Award Review: The contractor shall submit the following to the Agency on Aging for review and approval for small contracts (under \$100,000 in the aggregate) to a for profit entity: • Documentation that the aggregate value of the contract with any entity is less than \$100,000 • A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists • Copies of the price or rate quotations received from qualified sources b. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required	In the case of small contracts, not over \$100,000 in the aggregate, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. [22 CCR 7352(g).] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows: a. Pre-Award Review: Prior to informally selecting the for- profit entity with which to contract or obtain the purchase, the contractor shall submit the following to Agency on Aging for review and approval for small contracts (under \$100,000 in the aggregate): i. Documentation that the aggregate value of the contract with any entity is less than \$100,000 ii. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a	Clarification

	documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met. c. The contractor must maintain all documentation on file that supports a noncompetitive award to a for-profit entity, as well as the Agency on Aging's determination letter.	potential or actual conflict of interest exists iii. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead b. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met. c. The contractor shall maintain all of the following for a period of three years after final payments are made and all other pending matters are closed: 1) Copies of all approved bids or proposals and any amendments or changes thereto. 2) A statement of the criteria used to approve awards. 3) Copies of the award documents and contracts entered into pursuant to Section 7364. 4) Other information as requested by 45 CFR 92.36(b), [CCR Title II,	
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		Section 7352(h) as well as CDA's determination letter. d. Because "requirements" under a particular contract likely have distinct and itemized values, considering these distinct values together likely provides the most reasonable way of viewing the meaning of "aggregate" for purposes of determining whether the small contract procurement procedures may be used for a particular contract under 22 CCR 7352 (g). As such, aggregate likely means the combined total estimated value of each requirement for a particular contract. This would require each contractor to assess its known contract requirements in the planning phase and estimate the value of each requirement. If those requirements in the aggregate are not more than \$100,000, the small contract procedures may be used.	
Article IX. Subcontracts Section L	L. Contracts over \$100,000 in the aggregate for any entity must follow a competitive process [CCR 7352]. M. The contractor shall, prior to the	L. Contracts over \$100,000 in the aggregate for any entity must follow an open and competitive process [22 CCR 7352].	For clarification. (Combined L & M, then renumbered going forward)

CONTRACT SUMMARY OF CHANGES**Programs:** Area Plan

AGENDA ITEM NO. 8.

Contract Number: 26-0550**Contract Term:** July 1, 2025 through June 30, 2026

	awarding of a subcontract to any for-profit entity, submit the following to the Agency on Aging for review and approval: - The Request for Proposal (RFP) or Invitation for Bid. - All bid proposals received. - The proposal or bid evaluation documentation, along with the contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]. - Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]. Where a program may be subcontracted to a for-profit organization, the contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.	The contractor shall, prior to the awarding of a contract to any for-profit entity, submit the following to the Agency on Aging for review and approval: - The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)]. - All bid proposals received. [22 CCR 7362(a)(2)]. - The proposal or bid evaluation documentation, along with the contractor's rationale for awarding the contract to a for-profit entity. [22 CCR 7362(a)(3)]. - Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met.	
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		The contractor must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as the Agency on Aging's determination letter. Where a program may be contracted to a for-profit organization, the contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the contracted program by an independent audit firm.	
Article V. Assurances, Section H	Background Check Before a person may access CDA PSCI, a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication 33 Older Americans Act and Older Californians Act Program Guide California Department of Aging Area Agencies On Aging that the person may present a risk to the security or integrity of confidential	Background check language removed from Article V. Assurances, Section H. Items a. – c. moved to Article V, Section H, Item 5.	CDA decision to remove background check language until which time there is definitive statute to direct AAA's.
Article V. Assurances, Section H, Item 5	Language moved to Article V, Section H, Item 5.	i. Mailing: a. Mailings of Agency on Aging PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings	CDA decision to remove background check language until which time there is definitive

		which include 500 or more individually identifiable records of Agency on Aging PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of Agency on Aging to use another method is obtained. j. Security Officer: a. The contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Agency on Aging. k. Mitigation of Harmful Effects: a. The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PSCI and other confidential information in violation of	statute to direct AAA's. The remaining language was moved and relabeled.
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		the requirements of this Agreement. I. Access to, and Accounting For, Disclosure of PSCI: a. The contractor shall document and make available to Agency on Aging or (at the direction of Agency on Aging) to an Individual such disclosures of Agency on Aging PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.	
Article V. Assurances, Section K	Public Education and Information: (Please note: This differs from the IIIB service categories within the data dictionary that have the same names) Public Education and Information (PE&I) falls into two categories:	Public Education and Information (Please note: This differs from the IIIB service categories within the data dictionary that have the same names) Public Education and Information (PE&I) falls into two categories:	For Clarification

	1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters. 2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. Contractors and subcontractors that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use CDA funds to produce PI&E materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov). Contractors should also advise	1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters. 2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose. The Contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:	
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	vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the Agency on Aging and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The Agency on Aging reserves the right to use materials developed by the contractor and/or subcontractor. Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications. All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.	Materials published or transferred by the Contractor and financed with funds under this agreement shall include the following funding disclaimer: “The materials or product were a result of a project funded by a contract with the California Department of Aging”. Contractors and subcontractors that produce educational materials that mention the CDA name (outside of the funding disclaimer) or use the CDA logo must receive approval from the CDA Office of Communications prior to production. Subrecipients that produce PE&I materials must receive written approval from the CDA Office of Communications if the CDA is mentioned anywhere other than within the funding disclaimer, or if the CDA logo is used. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov). Contractors should also advise vendors that all materials used in the production of public outreach materials paid for with	
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CONTRACT SUMMARY OF CHANGES**Programs:** Area Plan**Contract Number:** 26-0550

AGENDA ITEM NO. 8.

Contract Term: July 1, 2025 through June 30, 2026

		grant funds are the property of the Contractor, AAA, and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The Agency on Aging reserves the right to use materials developed by the Contractor, and/or subcontractor. Questions regarding the inclusion, size or placement of the CDA logo should be directed to the CDA Office of Communications. All documents produced must comply with Federal Acquisition Regulation, Section 508 which governs document accessibility.	
Article V. Assurances, Section M	Advertising and Public Relations: All press releases or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA materials. The contractor should email the draft press release to communications@aging.ca.gov at least fourteen (14) days in advance of the announcement or event and copy the appropriate CDA Program team.	Advertising and Public Relations: The contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that: Materials published or transferred by the contractor and financed with funds under this agreement shall include the following funding disclaimer:	Clarification

	The contractor must coordinate media and kick- off events with the Agency on Aging and the CDA Office of Communications. If CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the CDA Office of Communications before publication or production. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate CDA program manager will coordinate this process. Materials should be submitted to the appropriate CDA manager for the CDA Office of Communications to review. They will be assessed in batches on the first and fifteenth of each month with a minimum ten (10) business day approval period.	“The materials or product were a result of a project funded by a contract with the California Department of Aging”. Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval by the CDA Office of Communications prior to publication and dissemination. The use of CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the contractor. If the CDA logo or CDA mention is used, the contractor shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact. Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.	
Article V. Assurances, Section N	NEW	Approval Requirements for Advertising and Public Relations	To provide further clarification and

		This section further clarifies the approval requirements as outlined in ARTICLE V.K and V.M. Approval Required: Materials that use the CDA logo, including: • Paid advertising • Earned advertising • Outreach materials • Educational materials • Media events • Public notices No Approval Required: • Materials that only mention CDA in the funding disclaimer “The materials were funding by a contract with the California Department of Aging.” Without using the CDA logo. • Materials that do not mention the CDA name or use the CDA logo. Social Media Posts Approval Required: • Social media posts that mention the CDA name or use the CDA logo. No Approval Required:	a process for obtaining approvals.
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		• Social media posts that do not mention the CDA name or use the CDA logo, even if CDA funds are involved. • Tagging @calaging on X, Facebook, or LinkedIn is optional but encouraged to keep CDA informed about your organization's activities. Specific Scenarios and Examples • Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA. • Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo. • Examples of materials requiring approval: Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.	
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Fresno-Madera Area Agency on Aging
CONTRACT SUMMARY OF CHANGES

Programs: Area Plan

AGENDA ITEM NO. 8.

Contract Number: 26-0550

Contract Term: July 1, 2025 through June 30, 2026

		Submission Process Submit language and materials needing approval to communications@aging.ca.gov. - Review timeline: Typically, within ten (10) business days - Review dates: First and fifteenth of each month - Urgent requests: Notify Office of Communications if expedited approval is needed. Questions For questions about approval requirements email communications@aging.ca.gov.	
Exhibit A, Part III. Assurances, Section I, Item 1	To pay the salary of an individual at a rate in excess of \$199,300.	To pay the salary of an individual at a rate in excess of \$221,990. HRSA Bulletin 2024-02E	Corrected salary cap amount
Article VII. Budget and Budget Revision, Section C, Indirect Costs, Item 1	The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the contractor's Modified Total Direct Costs (MTDC).	The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the contractor's Modified Total Direct Costs (MTDC).	Increase in allowable indirect cost rate.
Article VII. Budget and Budget	Contractors requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall	The contractor requesting reimbursement for indirect costs exceeding the maximum fifteen percent	Increase in allowable indirect cost rate.

CONTRACT SUMMARY OF CHANGES

Contract Number: 26-0550

Contract Term: July 1, 2025 through June 30, 2026

Revision, Section C, Indirect Costs, Item 2	retain on file an approved negotiated indirect cost rate or cost allocation plan.	(15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.	
HICAP Exhibit A, Part III. Assurances, Section D, Item 1	New	The Contractor shall assure full compliance with Administration for Community Living (ACL) guidance related to Volunteer Risk and Program Management (VRPM) policies. ACL VRPM required policies include, but are not limited to: a. All volunteers and staff members in positions of trust are subject to a background and national-level criminal record check. b. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments. ACL VRPM requirements can be accessed from the ACL VRPM Policies Webpage.	New ACL Requirement effective 9/1/2024.
HICAP Exhibit A, Part III. Assurances,	New	The Service Provider shall assure compliance with ACL guidance related to Conflict of Interest (COI), which includes, but is not limited to, guidance provided	New ACL requirement.

CONTRACT SUMMARY OF CHANGES**Contract Number: 26-0550****Contract Term: July 1, 2025 through June 30, 2026**

Section B, Item 4		on the ACL Managing Conflicts of Interest in SHIP, SMP and MIPPA Programs Webpage and the guidance document, Conflict of Interest: Identification, Remedy, and Removal.	
Title III C1 Exhibit A, Part I. Definitions Specific to Title III Programs, Section B and Section C	Title III C-1 (Congregate Nutrition Services): nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)] Title III C-2 (Home-Delivered Nutrition Services): nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening.	Title III C1 Congregate Nutrition Services nutrition services provided to older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]. Title III C2 Home-Delivered Nutrition Services nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening.	

Area Plan Grant Award

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Service Provider Emergency Resource Information	Exhibit F

**CONTRACT BETWEEN
City of Clovis
AS SERVICE PROVIDER
AND**

**FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)**

**2520 WEST SHAW LANE, SUITE 101A, FRESNO, CA 97311
MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711**

- A. Name and principal address of service contractor (hereinafter referred to as service provider):

**City of Clovis
1033 5th Street
Clovis, CA 93612**

- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from the date of execution by the Fresno-Madera Area Agency on Aging to June 30, 2026, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation for the July 1, 2025 through June 30, 2026 period may be incurred after June 30, 2026.
- D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on April 24, 2025				
Federal Grantor:	U.S. Department of Health and Human Services			
Pass Through Grantor:	Fresno-Madera Area Agency on Aging			
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045			
Contract No.:	26-0051	Service:	Site Management	
Site		12-Month Funding Cycle		Contract Period Grant Amount
Clovis Senior Center		July 1, 2025 to June 30, 2026		\$50,250
Total Term of Contract Grant Award:				\$50,250

- E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.
- F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.

Date

Nella Audas

Senior Center Nutrition Services

Type Name

Title

*Signature of Authorized Contracting Official
(Refer to Appendix A)*

Date

Andrew Haussler

City Manager

Type Name

Title

94-6000311

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature

Date

Jamie Sharma

Executive Director

Type Name

Title

FRESNO-MADERA AREA AGENCY ON AGING AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION

This Agreement incorporates the terms and conditions which support an award of Area Plan Funds. Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.
- B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.
- C. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR §200.1 and 45 CFR §75.2)
- D. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.
- E. Cal. Civ. Code: California Civil Code (CIV)
- F. Cal. Gov. Code: California Government Code (GC)
- G. Cal. Pub. Con. Code: California Public Contract Code (PCC)
- H. "CCR" means California Code of Regulations.
- I. "CFR" means Code of Federal Regulations.

- J. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
- L. HHS: Means United States Department of Health and Human Services
- M. OAA: Means Older Americans Act
- N. OCA: means Welfare and Institutions Code §9541 of the Mello-Granlund Older Californians Act
- O. OMB: Means Federal Office of Management and Budget
- P. “In-Kind Contributions” means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).
- Q. “Matching Contributions” means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.
- R. “Program Income” means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:
 - 1. Voluntary contributions received from a participant or responsible party for services received.
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract-supported activities.
 - 4. Proceeds from the sale of goods created under an Agency on Aging grant of funds.
- S. “PSA 14” means the State Planning and Service Area comprised of Fresno and Madera Counties.
- T. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

- U. “Recoverable cost” means the questioned cost identified from an audit.
- V. “Reimbursable item” also means “allowable cost” and “compensable item.”
- W. “State” and “Department” means the State of California and the California Department of Aging (CDA) interchangeably.
- X. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.
- Y. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
- Z. “USC” means United States Code.
- AA. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of this Agreement.
- BB. “W&I” means California Welfare and Institutions Code.
- CC. As used throughout this Agreement, the term “shall” is mandatory; the term “may” is permissive.
- DD. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:
 - 1. The Grant Terms and Conditions
 - 2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
 - 3. If applicable, the Older Californians Act and other California State codes and regulations.
 - 4. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.
 - 5. Program Memos and other guidance issued by the California Department of Aging.
 - 6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and

conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at: <https://www.hhs.gov/grants.grants.grants-policies-regulations/index/html>

ARTICLE II. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.
- C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 2520 West Shaw Lane, Suite 101A, Fresno, California, 93711.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.
- B. The term of this Agreement is from April 1, 2025, through March 31, 2026, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding. Renegotiation shall consider service provider expenditures, service units, and cost standards during renegotiation.
- C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter

of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.
2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
 - a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.
5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.
6. 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 full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section C.1.b of this Article.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.
3. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.
4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

1. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
2. The Contractor shall ensure compliance with the following federal regulations:
 - a. Clean Air Act, as amended. (42 USC § 7401)
 - b. Federal Water Pollution Control Act, as amended. (33 USC § 1251et seq.)
 - c. Environmental Protection Agency Regulations (40 CFR 29) (Executive Order 11738)

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.
2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally

reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:

- a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than ten percent (10%).
 - b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than twenty percent (20%), including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]
3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
 4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
 5. The Contractor shall make staff available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall ensure compliance with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of California Government Code §11135 et seq., and 22 CCR 11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. California Civil Rights Laws (Public Contract Code §2010)

- a. For contracts of \$100,000 or more, executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).
- b. For contracts of \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

4. 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 USC §12101 et seq.]

5. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

6. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

H. Information Confidentiality and Security:

- 1. This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the contractor, or collected, created, maintained, stored, transmitted, or used by the contractor for or on behalf of the Agency on Aging pursuant to this agreement. (Such personal, confidential, and sensitive information is referred to here as PSCI.) Agency on Aging and the subcontractor desire to protect their

privacy and provide for the security of Agency on Aging PSCI pursuant to this section of this agreement and in compliance with state and federal laws applicable to Agency on Aging and California Department of Aging PSCI.

The terms of this section shall apply to all contracts, subcontracts, and subawards made by the AAA in furtherance of this agreement and services provided in accordance with this agreement. The contractor shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding California Department of Aging PSCI.

2. Definitions

a. **Breach:**

- i. The unauthorized acquisition, access, use or disclosure of California Department of Aging and the Agency on Aging PSCI in a manner in which compromises the security, confidentiality, or integrity of the information; or
- ii. The same definition of “breach of the security system” set forth in California Civil Code section 1798.29 subdivision (f); or
- iii. The same as the definition of “breach” set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.

b. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).

c. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information

d. **PSCI:** “personal information”, “sensitive information”, and “confidential information” (as these terms are defined herein)/.

- e. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA's policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:
 - i. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.
 - ii. **Protected Health Information (PHI):** The term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
- f. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).
- g. **Security Incident:**
 - i. A breach or attempted breach; or
 - ii. The attempted or successful unauthorized access, disclosure, modification, or destruction of Agency on Aging or CDA PSCI, in violation of any state or federal law or in a manner not permitted under this agreement; or
 - iii. The attempted or successful modification or destruction of, or interference with, the contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of Agency on Aging PSCI; or
 - iv. Any event that is reasonably believed to have compromised the

confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

- h. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

3. Disclosure Restrictions

The contractor shall protect Agency on Aging PSCI from unauthorized disclosure. The contractor shall not disclose, except as otherwise specifically permitted by this agreement, any Agency on Aging PSCI to anyone other than Agency on Aging personnel or programs without prior written authorization from the Agency on Aging or the California Department of Aging.

- a. The contractor and the Agency on Aging mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from the Agency on Aging containing Personal Health Information (PHI) shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this agreement, HIPPA). The contractor agrees to provide the same, or greater, level of protection to Agency on Aging data that would be required if the contractor were a Business Associate under HIPPA, regardless of whether the contractor is or is *not* a Business Associate.
- b. To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to Agency on Aging PSCI covered under this agreement beyond those provided through HIPPA, the contractor agrees:
 - i. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the

extent such standards provide a greater degree of protection and security than HIPPA or are otherwise more favorable to the individuals whose information is concerned; and

- ii. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.
- iii. Examples of laws that provide additional and/or stricter privacy protections to certain types of Agency on Aging PSCI as defined above in Section H *definitions* of this agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code Section 5328, and California Health and Safety Code section 11845.5.
- iv. If the Contractor is a Qualified Service Organization (QCS) as defined in 42 CFR section 2.11, the contractor agrees to be bound by and comply with subdivisions (2)(i) and (2) (ii) of that section.

4. Use Restrictions

The contractor shall not use any Agency on Aging or California Department of Aging PSCI for any purpose other than performing the contractor's obligations under this agreement.

5. Safeguards and Security

The contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Agency on Aging PSCI including electronic Agency on Aging PSCI that it creates, receives, maintains, uses, or transmits on behalf of Agency on Aging. The contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the contractor's operations and the nature and scope of its activities. The contractor's administrative, technical, and physical safeguards shall include, at a minimum:

a. Technical Security Controls:

The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with

NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/pubs/sp/800/53/r5/upd1/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.

b. Removeable Media Devices

All electronic files that contain Agency on Aging PSCI data must be encrypted when stored on any removeable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

c. Patch Management

The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

d. Confidentiality Statement:

All people that will be working with the California Department of Aging and Agency on Aging PSCI must sign a confidentiality statement (*Appendix C*), that includes at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing the Agency on Aging PSCI. The statement must be renewed annually. The contractor shall retain each person's written confidentiality statement for Agency on Aging inspection for a period of six (6) years following contract termination.

e. Transmission and Storage of PSCI:

All persons that will be working with Agency on Aging PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such

f. Minimum Necessary:

Only the minimum necessary amount of Agency on Aging PSCI required to perform necessary business functions applicable to the

terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

g. Antivirus Software:

All workstations, laptops and other systems that process and/or store Agency on Aging PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

h. Data Security:

Agency on Aging PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

i. Mailing:

Mailings of Agency on Aging PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of Agency on Aging PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of Agency on Aging to use another method is obtained.

j. Security Officer:

The contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Agency on Aging.

k. Mitigation of Harmful Effects:

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PSCI and other confidential information in violation of the requirements of this Agreement.

m. Access to, and Accounting For, Disclosure of PSCI:

The contractor shall document and make available to Agency on Aging or (at the direction of Agency on Aging) to an Individual such disclosures of Agency on Aging PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

6. Employee Training

All persons who assist in the performance of functions or activities on behalf of the Agency on Aging, or access or disclose Agency on Aging PSCI, must complete information privacy and security training, located at https://aging.ca.gov/Information_security/ at least annually, at the contractor's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

7. Employee Discipline:

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

8. Access to Practices, Books and Records

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PSCI on behalf of the Agency on Aging available to the Agency on Aging upon reasonable request.

9. Special Provision for SSA Data

In the Contractor receives data from or on behalf of Agency on Aging that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between the Agency on Aging and SSA, the contractor shall provide, upon request by the Agency on Aging, a list of all employees and agents who have access to such data, including employees and agents of its agents, to Agency on Aging.

10. Breaches and Security Incidents

The contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the

following steps:

a. Notice to the Agency on Aging

The Contractor shall notify the Agency on Aging immediately by email or telephone of the discovery of:

- i. Unsecured Agency on Aging PSCI if the Agency on Aging PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.
- ii. Any suspected security incident which risks unauthorized access to Agency on Aging PSCI and/or other confidential information.
- iii. Any intrusion or unauthorized access, use, or disclosure of Agency on Aging PSCI in violation of this agreement: or
- iv. Potential loss of confidential data affecting this agreement
- v. Notice via email shall be made using the current CDA 1025 "Information Security Incident Report: form and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/
- vi. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of Agency on Aging PSCI, the Contractor shall:
 - a. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach: and
 - b. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State Laws and regulations.

b. Investigation of Security Incident Breach

The contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of Agency on Aging PSCI.

c. Complete Report

The contractor shall provide a complete report of the investigation to Agency on Aging within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a

determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If the Agency on Aging requests information in addition to this report, the contractor shall make reasonable efforts to provide the Agency on Aging with such information. Agency on Aging will review and approve or disapprove the contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the contractor's corrective action plan.

- i. If the Contractor does not submit a complete report within the ten (10) working day time frame, the contractor shall request approval from the Agency on Aging within the ten (10) working timeframe for the complete report.

d. Notification of Individuals

If the cause of a breach is attributable to the contractor or its agents, the contractor shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. The Agency on Aging shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

e. Responsibility for Reporting Breaches to Entities other than the Agency on Aging

If the cause of a breach of Agency on Aging PSCI is attributable to the contractor or its subcontractors, the contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

f. Submission of Sample Notification to Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the contractor is considered only a custodian and/or non-owner of the Agency on Aging PSCI, the contractor shall, at its sole expense and at the sole election of the Agency on Aging, either:

- i. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to

the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The contractor shall inform the Agency on Aging Privacy Officer: Hillaree Bennett, of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

- ii. Cooperate with and assist the Agency on Aging in its submission of a sample copy of the notification to the Attorney General.

11. Contact Information

To direct communications to the above referenced Agency on Aging staff, the contractor shall initiate contact as indicated herein. Agency on Aging reserves the right to make changes to the contact information below by giving written notice to the contractor.

Agency on Aging Privacy Officer:

Fresno-Madera Area Agency on Aging
2520 W. Shaw Ln. #101 A
Fresno, CA 93711

Attn: Program Director, Hillaree Bennett
Email: hbennett@fmaaa.org
Telephone: 559-319-0863

Agency on Aging Information Security Officer:

Fresno-Madera Area Agency on Aging
2520 W. Shaw Ln. #101 A
Fresno, CA 93711

Attn: Executive Director, Jamie Sharma
Email: jsharma@fmaaa.org
Telephone: 559-214-0299 ext. 500

13. Responsibility of Agency on Aging

The Agency on Aging agrees to not request the contractor use or disclose PSCI in any manner that would not be permissible under HIPPA and/or other applicable federal and/or state law.

14. Audits, Inspections, and Enforcement

a. Agency on Aging Right to Inspect

From time to time, Agency on Aging may inspect the facilities, systems, books, and records of the contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The contractor shall promptly remedy any violation of any provision of this ICSR section. The fact that Agency on Aging inspects, or fails to inspect, or has the right to inspect, the contractor's facilities, systems, and procedures does not relieve the contractor of its responsibility to comply with this ICSR

section.

- b. Notification to Agency on Aging in Event the Contractor is Subject to Other Audit:

If the contractor is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to this agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the contractor shall promptly notify the Agency on Aging unless it is legally prohibited from doing so.

15. Miscellaneous Provisions

- a. Disclaimer:

Agency on Aging makes no warranty or representation that compliance by the contractor with this agreement will satisfy the contractor's business needs or compliance obligations. The contractor is solely responsible for all decisions made by the contractor regarding the safeguarding of Agency on Aging PSCI and other confidential information

- b. Amendment:

- i. Any provision of this agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

- ii. Failure by the contractor to take necessary actions required by amendments to this agreement shall constitute a material violation

- c. Assistance in Litigation or Administrative Proceedings

The contractor shall make itself, its employees, and agents available to the Agency on Aging at no cost to Agency on Aging to testify as witnesses in the event of litigation or administrative proceedings being commenced against Agency on Aging, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the

contractor (except where the contractor or its subcontractor, workforce employee, or agent is a named adverse party).

d. No Third-Party Beneficiaries

Nothing in this agreement is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

e. Interpretation

The terms and conditions in this agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

f. No Waiver of Obligations

No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

g. Return or Destruction of Agency on Aging PSCI on Expiration or Termination

At expiration or termination of the contract, if feasible, the contractor shall return or destroy all Agency on Aging PSCI that the contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Agency on Aging and the contractor shall determine the terms and conditions under which the contractor may retain the PSCI.

h. Data Sanitization

All Agency on Aging PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the Agency on Aging PSCI is no longer needed.

i. Survival

If return or destruction of Agency on Aging PSCI is not feasible upon the completion or termination of the contract, the respective rights, and obligations of the contractor under this

Section shall survive the completion or termination of the contract between the contractor and the Agency on Aging. The contractor shall also limit further uses and disclosures of Agency on Aging PSCI to those purposes that make the return or destruction of the information infeasible.

I. Copyrights

1. If any material funded by the Agency on Aging is subject to copyright, the State reserves the right to copyright such material and the contractor agrees not to copyright such material, except as set forth in Article V section I.2.
2. The contractor may request permission to copyright material by writing to the Director of Agency on Aging. The Director shall grant permission or give reason for denying permission to the contractor in writing within sixty (60) days of receipt of the request
3. If the material is copyrighted with the consent of Agency on Aging, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of work outlined within this agreement or the contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director and/or Program Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.

2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

K. Public Education and Information

(Please note: This differs from the IIIB service categories within the data dictionary that have the same names)

Public Education and Information (PE&I) falls into two categories:

1. **Educational** – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
2. **Promotional** – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

The Contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

Materials published or transferred by the Contractor and financed with funds under this agreement shall include the following funding disclaimer:

“The materials or product were a result of a project funded by a contract with the California Department of Aging”.

Contractors and subcontractors that produce educational materials that mention the CDA name (outside of the funding disclaimer) or use the

CDA logo must receive approval from the CDA Office of Communications prior to production. Subrecipients that produce PE&I materials must receive written approval from the CDA Office of Communications if the CDA is mentioned anywhere other than within the funding disclaimer, or if the CDA logo is used. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

Contractors should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the Contractor, AAA, and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The Agency on Aging reserves the right to use materials developed by the Contractor, and/or subcontractor.

Questions regarding the inclusion, size or placement of the CDA logo should be directed to the CDA Office of Communications.

All documents produced must comply with Federal Acquisition Regulation, Section 508 which governs document accessibility.

L. S.W.A.G Ban

The contractor and its subcontractor shall comply with the Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

M. Advertising and Public Relations

The contractor shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

Materials published or transferred by the contractor and financed with funds under this agreement shall include the following funding disclaimer:

"The materials or product were a result of a project funded by a contract with the California Department of Aging".

Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval by the CDA Office of Communications prior to publication and dissemination. The use of CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the contractor. If the CDA

logo or CDA mention is used, the contractor shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact.

Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.

N. Approval Requirements for Advertising and Public Relations

This section further clarifies the approval requirements as outlined in ARTICLE V.K and V.M.

Approval Required:

Materials that use the CDA logo, including:

- Paid advertising
- Earned advertising
- Outreach materials
- Educational materials
- Media events
- Public notices

No Approval Required:

- Materials that only mention CDA in the funding disclaimer "The materials were funding by a contract with the California Department of Aging." Without using the CDA logo.
- Materials that do not mention the CDA name or use the CDA logo.

Social Media Posts

Approval Required:

- Social media posts that mention the CDA name or use the CDA logo.

No Approval Required:

- Social media posts that do not mention the CDA name or use the CDA logo, even if CDA funds are involved.
- Tagging @calaging on X, Facebook, or LinkedIn is optional but encouraged to keep CDA informed about your organization's activities.

Specific Scenarios and Examples

- Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA.

- Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo.
- Examples of materials requiring approval: Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.

Submission Process

Submit language and materials needing approval to communications@aging.ca.gov.

- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed.

Questions

- For questions about approval requirements email communications@aging.ca.gov.

O. Copyrights/Trademarks

The CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
2. Any right of copyright/trademark to which a contractor or subcontractor purchases ownership with grant funds.

P. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Q. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

R. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

S. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.
 - a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - i. Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];
 - ii. Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];
 - iii. Contract Work Hours and Safety Standards Act [40 USC §3701 et seq.] [29 CFR §5, 6, 7, 8]; and
 - iv. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].
 - b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.
 - c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making any fund or budget transfers between construction and non-construction.

T. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall

include all of the following:

- a. Time frames within which a complaint will be acted upon.
 - b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.
 - c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
2. The Contractor shall notify older individuals of the grievance process available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
 - b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.
 3. Complaints may involve, but not be limited to, any or all of the following:
 - a. Amount or duration of a service.
 - b. Denial or discontinuance of a service.
 - c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.
 4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

U. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures

provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.

2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.
3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.
4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

V. Community Focal Points

The Contractor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received to perform services outlined within agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.
3. In State:

Mileage/Per Diem (meals and incidentals)/Lodging

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the contractor from paying any differences in costs, from funds other than those provided by the Agency on Aging, between the CalHR rates and any rates the contractor is

obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The contractor agrees to include these requirements in all subcontracts it enters into with subcontractors to provide services pursuant to this agreement.

4. Agency on Aging reserves the right to refuse payment to the contractor or disallow costs for any expenditure, as determined by the Agency on Aging to be: out of compliance with this agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]
2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.
3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

C. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

1. Financial Reporting.
2. Accounting Records.
3. Complete Disclosure.
4. Source Documentation.

5. Internal Control.
6. Budgetary Control.
7. Cash Management (written procedures).
8. Allowable Costs (written procedures).

D. Unexpended Funds

1. No later than December 23 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.
2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.
3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.
4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

E. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

F. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.

G. Funding Reduction

1. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purpose of the services outlined within this agreement, the Agency on Aging shall have the option to either:
 - a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or
 - b. Offer a revision to the Budget to reflect the reduced funding authorized by the authority of this agreement.
2. In the event the Agency on Aging elects to offer a revised budget display(s), it shall be mutually understood by both parties that:
 - a. The Agency on Aging reserves the right to determine which programs, if any, shall be reduced.
 - b. Some programs may be reduced by a greater amount than others, and
 - c. The Agency on Aging shall determine at its sole discretion the amount that any or all of the programs shall be reduced for the applicable fiscal years.

H. Fiscal Provisions

1. The agreement must be approved prior to release and disbursement of any program funding included within these terms via the budget displays.
2. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to the Agency on Aging's fiscal department, within 30 days of release.

3. Budgets must be approved by the Agency on Aging's fiscal department prior to any disbursement of funding.
4. Agency on Aging cannot disburse funds until the contract agreement is fully executed.

ARTICLE VII. BUDGET AND BUDGET REVISION

- A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2026.
- C. Indirect Costs
 1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed fifteen percent (15%) of the Contractor's MTDC per funding category.
 2. The contractor requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
 3. Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and Title VII programs only. Contractors must receive prior approval from the federal awarding agency, through the Agency on Aging with approval from the California Department of Aging, prior to budgeting the excess indirect costs as in-kind.
 4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the

subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income

- a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).
- c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act. Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.
- d. Program Income may not be used to meet the matching requirements of this Agreement.
- e. Program Income must be used to expand baseline services.
- f. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

- a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
- b. Titles III and VII federal program OTO funds shall only be used for the following purposes:
 - i. Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - ii. Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the

development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).

- iii. OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.
- c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

- 1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.
- 2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

- 1. "Matching Contributions" is defined in Article I, Section H.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.
- 2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

- a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition is forty percent (40%).
 - b. Title III E Family Caregiver Support Program is thirty percent (30%).
 - c. Long-Term Care Ombudsman Program; Title VII Elder Abuse Prevention; Title III D Health Promotion-Evidence Based: No Match Required
- 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
 - 4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging. The report shall include all costs and funding sources for the month prior.
- B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.
- C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contractor as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.
- E. The Agency on Aging shall 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. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.
- F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.

G. Closeout

1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) to the Agency on Aging by April 15, 2026. All contractors are required to submit Program Property Inventory Certification annually, at the time of closeouts, to CDAEquipment@aging.ca.gov or as instructed by FMAAA. If Agreement is terminated or cancelled prior to June 30, 2026, the *Financial Closeout Report* and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

ARTICLE IX. SUBCONTRACTS

- A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.
- B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.
- C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.
- D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.
- E. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.
- F. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Workers Compensation liabilities, and if appropriate, automobile liability including non-owned automobile and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and automobile liability shall also name the Contractor, not the Agency on Aging, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying

work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.

- H. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.
- I. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.
- J. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- K. In the case of small contracts, not over \$100,000 in the aggregate, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. [22 CCR 7352(g).] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows:
 - 1. Pre-Award Review: Prior to informally selecting the for-profit entity with which to contract or obtain the purchase, the AAA shall submit the following to CDA for review and approval for small contracts (under \$100,000 in the aggregate):
 - a. Documentation that the aggregate value of the contract with any entity is less than \$100,000.
 - b. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists.
 - c. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead.
 - 2. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a

for-profit entity or will provide detail as to the requirement(s) that have not been met.

3. The AAA shall maintain all of the following for a period of three years after final payments are made and all other pending matters are closed:
 - 1) Copies of all approved bids or proposals and any amendments or changes thereto.
 - 2) A statement of the criteria used to approve awards.
 - 3) Copies of the award documents and contracts entered into pursuant to Section 7364.
 - 4) Other information as requested by 45 CFR 92.36(b), [CCR Title II, Section 7352(h) as well as CDA's determination letter.
4. Because "requirements" under a particular contract likely have distinct and itemized values, considering these distinct values together likely provides the most reasonable way of viewing the meaning of "aggregate" for purposes of determining whether the small contract procurement procedures may be used for a particular contract under 22 CCR 7352 (g). As such, aggregate likely means the combined total estimated value of each requirement for a particular contract. This would require the contractor to assess its known contract requirements in the planning phase and estimate the value of each requirement. If those requirements in the aggregate are not more than \$100,000, the small contract procedures may be used.

- L. Contracts over \$100,000 in the aggregate for any entity must follow an open and competitive process [22 CCR 7352].

The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to Agency on Aging for review and approval:

1. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)].
2. All bid proposals received. [22 CCR 7362(a)(2)].
3. The proposal or bid evaluation documentation, along with the AAA's rationale for awarding the contract to a for-profit entity. [22 CCR 7362(a)(3)].
4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR7356].

- M. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met. The Contractor must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as the Agency on Aging's determination letter. Where a program may be contracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the contracted program by an independent audit firm.
- N. The contractor shall refer to 2 CFR 200.331, Subpart D-Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D-Subrecipient and Contractors Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the contractor shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.
- O. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exceptions are contained in 22 CCR 7360(a) and 22 CCR 7360(d). The Contractor issuing a noncompetitive award must comply with 22 CCR 73600 (b)-(d).

ARTICLE X. RECORDS AND REPORTS

A. Records

- 1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be

made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.

2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:
 - a. Until an audit of the April 1, 2025 through March 31, 2026 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit and Risk Management Branch;
 - b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and
 - c. For such longer period as the Agency on Aging or the State deems necessary.
3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another contractor as instructed by the Agency on Aging.
4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.
5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
6. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this section. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.
2. The Contractor shall assure that all financial and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.
3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.
4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.
5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
6. Upon request, the Contractor will provide information and supporting documentation on any activities funded in-part or in-whole with the supplement funding.

ARTICLE XI. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements:
 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- D. Equipment/Property with per unit cost over \$500 or any computing devices, regardless of cost, requires justification from the Contractor and approval from the California Department of Aging and the Agency on Aging. The Contractor must submit a detailed listing of planned Equipment/Property purchases in its budget to the Agency on Aging (*Schedule of Program/Site Supplies and Equipment Purchases*, page 4 of Exhibit B, *Budget*). Please note an approved budget is not approval for equipment purchases. The Agency on Aging will notify the Contractor when the California Department of Aging has rendered an approval decision.
- E. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:
1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.
 2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.
 3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.
- F. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete

description; model number; serial number (if applicable); cost or other basis of valuation; fund source; and specific location of the property.

- G. The Contractor shall maintain a cumulative inventory, including the Asset Tag number and all information required by Section F of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
- H. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the Asset Tag number on the cumulative inventory records maintained by the Contractor for this Agreement.
- I. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and submit *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) with the annual Financial Closeout Report to the Agency on Aging. Corresponding reconciliation must be kept on file and available for review by the Agency on Aging.
- J. Prior to disposal of any property purchased by the Contractor or subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the California Department of Aging, through the Agency on Aging, for all reportable property as defined in Section B of this Article. The Contractor shall submit a *Request to Dispose of Property* (FMAAA 248) to the Agency on Aging to request disposal of property.

Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is provided by the California Department of Aging and the Agency on Aging notifies the Contractor of the State's instructions for disposition of property (CDA 248) to property@aging.ca.gov

Once property has been disposed as per the State's authorization and instructions, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from Agency on Aging and CDA.

- K. The Contractor must sanitize property (remove all confidential, sensitive, or personal information) prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, personal computers, personal digital

assistants, cell or smart phones, multi-function printers, and laptops. The Contractor must attach documentation of sanitation of such devices to the *Request to Dispose of Property* (FMAAA 248) requesting property disposal.

- L. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging and shall provide copies of investigative documentation and police reports as requested by the California Department of Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (FMAAA 248) and provide it to the Agency on Aging.
- M. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, including property acquired with grant funds, matching funds, monetary donations, and in-kind donations as entered on the budget, budget revisions, and/or closeout report for this Agreement, unless otherwise required by federal law or regulations.
- N. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.
- O. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.
- P. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the AAA will issue specific written disposition instructions to the Contractor.
- Q. The Contractor shall use the property for the purpose for which it was intended under this Agreement.
- R. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- S. If purchase of property is a reimbursable item, the property to be purchased will be specified on an approved Budget.

- T. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

- A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

- A. Welfare and Institution Code (WIC) (Division 8.5 Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100-9118.5] Article 1. General provisions [9100-9114] Section 9102 (a)) states that the State Unit of Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight, monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.
The Agency on Aging conduct onsite/remote monitoring visits to ensure that the contractor(s) are in compliance with all federal and State laws, regulations, policies, contracts or grant agreements (Administrative); Performance goals are achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every two years as resources permit.
- B. Authorized State representatives and the Agency on Aging shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- C. The Contractor shall cooperate with the State and the Agency on Aging in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- D. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its Agency on Aging funded programs.

- E. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or the Agency on Aging.
- F. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revision to budgets, To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year.

ARTICLE XIV. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, the Agency on Aging, and any entity selected by the State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA and/or the Agency on Aging will provide timely notice to the Contractor.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, the Agency on Aging, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government and the Agency on Aging access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA and Agency on Aging fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR §200.1 and 45 CFR §75.2).
 - b. Internal controls (2 CFR §200.303 and 45 CFR §75.303).
 - c. Allocation of expenditures (2 CFR §200.1 and 45 CFR §75.2).
 - d. Allowability of expenditures (2 CFR §200.403 and 45 CFR §75.403).
 - e. Equipment expenditures and approvals, if required (2 CFR §200.439 and 45 CFR §75.439).

C. Contractor Single Audit Reporting Requirements

1. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521. A copy shall be submitted to the Agency on Aging's physical address:

Fresno-Madera Area Agency on Aging
2520 West Shaw Lane, Suite 101A
Fresno, CA 93711

2. The copy shall be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
3. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section L of this Article.

4. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

- D. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for Agency on Aging and CDA review.

- E. Contractor Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract Resolution with fifteen (15) months of the "Financial Closeout Report."

- F. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR §200 and 45 CFR §75, Subparts F-Audit Requirements.

- G. Contract resolution includes:

1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521.
2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331 and 45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

- H. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:

1. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 2. Records that identify adequately the source and application of funds for each federally funded activity.
 3. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 4. Comparison of expenditures with budget amounts for each federal award.
 5. Written procedures to implement the requirements of 2 CFR §200.305.
 6. Written procedures for determining the allowability of costs in accordance with 2 CFR §200 and 45 CFR §75, Subparts E-Cost Principles. [2 CFR §200.302 and 45 CFR §75.302]
 7. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 8. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- I. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements:
1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR §200.512 and 45 CFR §75.512]
 2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509 and 45 CFR §75.509]
 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514 and 45 CFR §75.514]
 4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515 and 45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, and 45 CFR §75, Subpart F-Audit Requirements.
- J. Requirements identified in this Article shall be included in Contractor's contracts with Subcontractors. Further, the Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; Agency on Aging shall have access to all audit reports and supporting work papers, and Agency on Aging has the option to perform additional work, as needed.
 - K. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the contractor performed an independent expense verification review (alternative procedures) of the Contractor/Subcontractor in making a determination; whether audit findings were issued; and if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
 - L. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 1. Any costs when audits required by the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and

arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

M. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging – Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3)
- 93.042 Special Programs for the Aging – VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals Title VII-A, Chapter 2)
- 93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)
- 93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)
- 93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)
- 93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)
- 93.053 Nutrition Services Incentive Program (NSIP)

“Cluster of programs” means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the

cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR §75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75 Requirements], Audits of States, Local Governments [45 CFR §75 Appendix V to Part 75 F.1], and Non-Profit Organizations [45 CFR §75 Appendix IV to Part 75 C.2.a])

- N. The Contractor must indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. **General Liability** of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).
 2. **Automobile Liability, including non-owned automobile liability**, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

- \$ 750,000 if seating capacity is under 8.
 - \$1,500,000 if seating capacity is 8–15.
 - \$5,000,000 if seating capacity is over 15.
3. **Professional Liability** of not less than \$1,000,000 as it appropriately relates to services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

- B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the State Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.

- D. The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

“The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement.”

Professional Liability coverage is exempt from this requirement.
 - 2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its physical address (2520 West Shaw Lane, Suite 101A, Fresno, CA 93711) must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.
- G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.
- H. The Contractor shall be insured against liability for Worker’s Compensation, or undertake self-insurance in accordance with the provisions of the California Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Cal. Labor Code §3700]
- I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

- J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by the Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

- A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:
 - 1. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
 - 2. Any Title III or Title VII-A client who does not contribute toward the cost of the services received shall not be denied services.
 - 3. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.
 - 4. Each Contractor will:
 - a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - d. Establish appropriate procedures to safeguard and account for all contributions.
 - e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

- A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement at any time during the Agreement term, without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest, upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice.

The Agency on Aging may, at its discretion, decline to negotiate additional one-year Agreement periods with the Contractor beyond the initial one-year contract award term, or, as a result of the Request for Proposal process, reject the Contractor's proposal for provision of service beyond the term of this Agreement; in such cases, the Agency on Aging shall provide a minimum of thirty (30) days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the term of this Agreement.

The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice from the State of California to the Agency on Aging.

The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.
3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. Agency on Aging may terminate this agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to the Agency on Aging a Transition Plan as specified in this agreement. The grounds for termination for cause shall include, but are not limited to, the following:
 - a. In case of threat of life, health, or safety to the public, termination of the agreement shall be effective immediately.
 - b. A violation of the law or failure to comply with any condition of this Agreement.
 - c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
 - d. Failure to comply with reporting requirements.
 - e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 - f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 - g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
 - h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 - i. The commission of an act of bankruptcy.
 - j. Finding of debarment or suspension.
 - k. The Contractor's organizational structure has materially changed.
 - l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 AND

45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.

- m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.
- 2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.
- 3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging 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.
- C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)
- D. Contractor's Obligation After Notice of Termination
 - 1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

- a. Stop work as specified in the Notice of Termination;
- b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;
- c. Terminate all subcontracts to the extent they relate to the work

terminated;

- d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and
- e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

- A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.
- B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal*.
- C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.
- D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.
- E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed, and approved by both parties; the Agency on Aging, and by a duly authorized representative of the Contractor. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Any provision of this Agreement which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the

parties even though such amendment may not have been reduced in writing and formally agreed upon and executed by the parties.

- C. Failure by the contractor to take necessary actions required by amendments to this agreement shall constitute a material violation. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director and/or Program Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.
- D. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch and State government.

ARTICLE XX. NOTICES

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated of actual receipt.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current physical address, 2520 West Shaw Lane, Suite 101A, Fresno, CA 93711, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.
- C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A **RESOLUTION OF AUTHORIZATION TO CONTRACT**

The governing board of _____
(Service Provider)

hereby authorizes _____
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2025, to June 30, 2026, including any subsequent amendments and all necessary supporting documents.

Name of Chair (Please Print)
Governing Board

_____ Signature of Chair Governing Board	_____ Date
---	-----------------------

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Clovis

Contractor/Vendor Name (Typed)

94-6000311

Federal ID Number

Authorized Signature

Date Executed

Name and Title of Person Signing (Typed)

CONTRACTOR CERTIFICATION CLAUSES

Source: State of California CCC 04/2017

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State and Fresno-Madera Area Agency on Aging agreements if the department determines that any of the following has occurred: the Contractor has made false certification,

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State and the Fresno-Madera Area Agency on Aging for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. **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.

Current State Employees (Pub. Contract Code §10410):

- 1) 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.
- 2) 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.

Former State Employees (Pub. Contract Code §10411):

- 1) 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.
- 2) 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.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §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. (Pub. Contract Code §10430 (e))

2. **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

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **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.)
4. **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 the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **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.
 - c. 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.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the State 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.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by **all** contractors that are not another state agency or other governmental entity.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Area Plan Terms and Conditions Agreement, Article V, Section H, Information Confidentiality and Security requirements as outlined in the contract.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Article V, Section H of the Area Plan Terms and Conditions Agreement:

☒ Is in full compliance with the 128 Encryption requirements

☐ Is *not* in compliance with the 128 Encryption requirements
and will achieve compliance by _____

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Andrew Haussler

City Manager

Vendor Printed Name

Title

Vendor Signature

Date

City of Clovis

26-0051

Program Name

Contract Number

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

1. **Review Article XIV of this Agreement (Audit Requirements).**
2. Place an **X** in the appropriate box below:

- ☒ An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.
- ☐ An independent audit shall be performed and a copy submitted to the Agency on Aging.
- ☒ All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June	30	2026
Month	Day	Year

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Fiscal Reports

***Expenditure Reports by Program**

Title III B, Title III C, Title III D, and Title VII Programs *Due 15th of each month*

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program *Due 15th of each month*

- Title III E Monthly Report of Expenditures

Health Insurance Counseling and Advocacy Program *Due 15th of each month*

- HICAP Monthly Report of Expenditure/Request for Funds (CDA 245)

Long-Term Care Ombudsman Program *Due 15th of each month*

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund (CDA-OMB-300)

** Payments are made by the last day of the month for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
 - Due by March 15th
- **Annual Financial Close Out Report and FMAAA 32, Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging**
 - Due by July 15th with exception of HICAP
 - HICAP Financial Closeout Report for federal and State funds from April 1- March 31 due by April 30th
- **Copy of Audit**, as required by contract
 - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property (FMAAA 248)**
 - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report (*Form 186M*)

Due 7th working day of month:

- Title III D Health Promotion – Evidence-Based
- Title III E Family Caregiver Support Program
- Title VII (b) Elder Abuse Prevention, Education, & Training

Due 15th of each month:

- Health Insurance Counseling and Advocacy Program (HICAP)
 - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

Due 17th of month:

- Title III B Legal Assistance

***Monthly Title III C Elderly Nutrition Program Reports**

Due 7th working day of month:

- Q Monthly Service Roster with client signatures and a “1” entered for in date column for each meal served
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed each new fiscal year)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

***See Policy and Procedure Manual, provided to Site Coordinator, for full instructions.**

Quarterly Reports

Due 15th of month following reporting period:

- Title VII (b) Elder Abuse Prevention Quarterly Activity Report (*CDA 1037*)
- **Due 17th of month following reporting period:**
- Title III B California Legal Services Quarterly Client and Case Data Export Excel Files

Due 30th of month following reporting period:

- Long-Term Care Ombudsman Program
 - Copy of completed Quarterly Ombudsman Reporting Form (*OSLTCO S301*) as submitted to the California Department of Aging
 - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter.

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 75.205 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

- A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:
 - 1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
 - 2. Financial reports do not include program income and the required match of funds;
 - 3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
 - 4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
 - 5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.
- B. Is not financially stable;
- C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;
- D. Has not conformed to terms and conditions of previous awards; or
- E. Is otherwise not responsible, for which examples include, but are not limited, to:
 - 1. Financial or program reports are late, incorrect, or incomplete;
 - 2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
 - 3. Corrective action plans are not implemented by the due date;
 - 4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or
6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

- A. Withholding of funds;
- B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;
- C. Requiring preparation and implementation of an acceptable corrective action plan;
- D. Additional contract monitoring;
- E. Requiring the Contractor to obtain technical or management assistance;
- F. Establishing additional prior approvals; and/or
- G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

- A. The nature of the sanctions;
- B. The reason(s) for imposing them;
- C. The effective date of the sanctions;
- D. The legal or contractual citation upon which the sanction is based;
- E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

- A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:
 - 1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
 - 2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
 - 3. Denial of an application to provide services when any of the following exist:
 - a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
 - b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
 - c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

- A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 2037 W. Bullard Ave., #512, Fresno, CA 93711.

- C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.
- D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

- A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.
- B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.
- C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:
 - 1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
 - 2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.
- E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:
1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;
 2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.
- G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.
1. The hearing before the Agency on Aging Governing Board shall consist of:
 - a) Receipt and review of all previously submitted documents concerning the appeal;
 - b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;
 - c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

- d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.
2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.
- a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING

2520 WEST SHAW LANE, SUITE 101A, FRESNO CA 93711

MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711

PROGRAM CONTACT LIST FOR SERVICE PROVIDERS

Telephone Number for All Contacts: (559) 214-0299

Fax Number for All Contacts: (559) 243-5918

Jamie Sharma – Ext. 500

Executive Director

Email: jsharma@fmaaa.org

Paul Bustamante – Ext. 501

Director of Finance

Email: pbustamante@fmaaa.org

Hillaree Bennett – Ext. 102

Program Director

Email: hbennett@fmaaa.org

Miles Robinson – Ext. 401

Administrative Manager

Email: mrobinson@fmaaa.org

Amanda Lucas – Ext. 503

Finance Manager

Email: alucas@fmaaa.org

Sarah Santoyo – Ext. 201

Nutrition Program Manager

Email: ssantoyo@fmaaa.org

Sarah Carl – Ext. 502

Clinical Manager

Email: scarl@fmaaa.org

APPENDIX I

FRESNO-MADERA AREA AGENCY ON AGING EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 214-0299 (800) 510-2020
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Executive Director, Emergency Coordinator, and Public Relations Officer	Jamie Sharma
Office Address:	2520 W. Shaw Lane #101A Fresno, CA 93711
Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559) 214-0299 Ext. 500

Program Director, Alternate Emergency Coordinator	Hillaree Bennett
Office Address:	2520 W. Shaw Lane #101A Fresno, CA 93711
Mailing Address:	2037 W. Bullard Ave. #512 Fresno, CA 93711
Office Phone:	(559) 319-0863

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals. (42 USC Section 3002 (21))*

Planning and Service Area 14 - Designated Community Focal Points

Fresno County

Fresno-Madera Area Agency on Aging	2520 W. Shaw Ln. #101A	Fresno, CA 93711
Clovis Senior Center	753 3 RD St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5 th St.	Huron, CA 93234
Inspiration Park	5770 W Gettysburg Ave	Fresno, CA 93722
Kerman Senior Center	720 S. 8 th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Orange Cove Senior Center	699 6 th St.	Orange Cove, CA 93646
Oasis Adult Day Program	5363 N. Fresno St.	Fresno, CA 93710
Parlier Senior Center	690 S Newmark Ave	Parlier, CA 93648
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Selma Senior Center	2301 Selma St	Selma, CA 93662
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728

Madera County

Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644
Coarsegold Community Center	35610 CA-41	Coarsegold, CA 93614
North Fork Scout Center	33507 Rd. 230	North Fork, CA 93643

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) City of Clovis 2 Business name/disregarded entity name, if different from above. 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ Other (see instructions) Local Government 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐ 5 Address (number, street, and apt. or suite no.). See instructions. 1033 Fifth Street 6 City, state, and ZIP code Clovis, CA 93612 7 List account number(s) here (optional) Requester's name and address (optional)
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	4	-	6	0	0	0	3	1	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 1/1/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI ¹	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ^{**}	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ^{**}	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

***Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT A

TITLE III PROGRAM EXHIBIT Title III C1 – Elderly Nutrition Program Site Management

I. Definitions Specific to Title III Programs:

- A. **Program Requirements** is defined as Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC). Comply with all provisions in CCR 7630-7638.13 Elderly Nutrition Program found here:
<https://www.law.cornell.edu/regulations/california/title-22/division-1.8/chapter-4/article-5>
- B. **Title III C1 Congregate Nutrition Services** nutrition services provided to older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)].
1. Be open to the public [45 CFR §1321.53(b)(3)].
 2. Not means test [OAA §315(b)(3)].
 3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service [OAA §315(b)(4), 22 CCR §7638.9].
 4. Not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR §200.403(f), 45 CFR §75.403(f)].
- C. **Title III C2 Home-Delivered Nutrition Services** nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening.
Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]
- D. **Eligible Service Population:** is defined as individuals sixty (60) years of age

or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. . [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

- a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - i. Any older individual
 - ii. The spouse of any older individual
 - iii. A person with a disability, under age sixty (60) who resides in house facilities occupied primarily by older individuals as which congregate nutrition services are provided.
 - iv. A disabled individual who resides at home with an accompanies an older individual who participates in the program.
 - v. A volunteer under age sixty (60), if doing so will not deprive an older individual age sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
 - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - iii. An individual with disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

- E. **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including

applicable licensing laws and ordinances related to food service operations and sanitation.

- F. **CRFC** means the California Retail Food Code, which is a uniform statewide health and sanitation standard for facilities, found in Section 113700 et seq., California Health and Safety Code.
- G. **Urban**, all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.
- H. **Rural**: All territory, population and housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.
- I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the Fresno-Madera Area Agency on Aging (Agency on Aging) to recover costs associated with this process.
- J. **Eligible Meal** is defined as meals served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and complies with the most current Dietary Guidelines for Americans.
- K. **Individual with a Disability** is defined as a condition attributable to mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: (1) Self-Care, (2) Receptive and expressive language, (3) Learning, (4) Mobility, (5) Self-Direction, (6) Capacity for independent living, (7) Economic self-sufficiency (8) Cognitive functioning (9) Emotional Adjustment. Title 22 CCR 7630
- L. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and Agency on Aging mandated training in compliance with Title 22, CCR §7635.5.

II. **Scope of Work**

The service provider is charged with providing site management services to the "eligible service population" within the service provider's area of influence as specified in Exhibit E, Item 2 of this Agreement.

A. **Assurances**

1. The service provider will comply with all the Program Requirements

and those required under the California Retail Food Code (CRFC).

2. Meal Count Allocation

- a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, §7638.7.
- b. The Agency on Aging reserves the right to allocate meal quantities for the Elderly Nutrition Program. The service provider may be held financially responsible, at the Current Meal Rate, for all meals ordered which exceed the site's assigned allocation. The Agency on Aging has the option to increase or decrease the meal target allocations to individual sites in the event of changes in available funding, or changes in average service levels at individual meal sites.
- c. Only those meals that are served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans, are allowable and counted as meals served.

3. Site Management Responsibilities

In compliance with Title 22, CCR, Article 5, and the Agency on Aging Nutrition Policies and Procedure Manual provided to the service provider's site coordinator, the service provider will:

- a. Assure accurate and timely completion of Client Intake forms, client rosters, daily meal sign-in sheets, Client Deactivation requests, and Nutrition Volunteer Summary reports for the Congregate and Home-Delivered Meals programs;
- b. Verify and order meal counts for Congregate (C1) and Home-Delivered (C2) meals no later than 12:00 noon the business day prior to the service day;
- c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation levels (however, this is not to be construed that the service provider is precluded from serving above allocation levels assigned by the Agency on Aging by using donations or other sources of revenue to supplement the number of meals;
- d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;

- e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);
- f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;
- g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.
- h. Ensure client records are available only to authorized service staff assisting the individual, and keep client records in a secure, locked file cabinet to protect client confidentiality.
- i. Recruit volunteers and paid staff, as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided annually for all volunteer food service staff, to include, at a minimum:
 - i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.
 - ii) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- j. Identify and make known available services to eligible individuals through outreach efforts in their community;
- k. Attend Agency on Aging Site Management in-service training meetings as required;
- l. Comply with all Agency on Aging monthly memos and other Agency on Aging correspondence;
- m. Procure and maintain food service and cleaning supplies inventories;
- n. Post menus in a location easily seen by participants at each congregate meal site; ensure menus are legible and easy to read in the language of the majority of the participants; and ensure menus are available in large print;

- o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;
- p. There shall be, at a minimum, a manger, and a paid staff or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;
- q. Have restrooms, lighting, and ventilation which meet the requirements of the CURFFL;
- r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;
- s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;
- t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for socialization with their peers and enhancement of a healthy and enriching lifestyle; and
- u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to local law enforcement.
- v. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.
- w. Post-signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals near the contribution container at each congregate meal site. The guest fee shall cover all meal costs.

B. Additional Assurances

- 1. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.
- 2. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.
- 3. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.
- 4. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to

verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

5. Ensure that recognition on menus, brochures, letters and other forms of promotion state that the Elderly Nutrition Program is supported through funds of the Fresno-Madera Area Agency on Aging.

III. **Approved Holidays for Nutrition Sites**

There are a total of nine recognized holidays (ten days) in which food service will not be provided by central kitchens to congregate meal sites and sites are assumed to be closed:

Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Holiday	Fourth Thursday in November and Friday after Thanksgiving
Christmas Holiday	December 25
New Years Holiday	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Final Monday in May

(Revised June 2024)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2025-2026

CONTRACTING AGENCY: City of Clovis
PROGRAM: Title III C1 Congregate Site Nutrition Management

CONTRACT NO: 26-0051
REVISION NO:

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. DO NOT USE FOR FUTURE USE ONLY	G. PROGRAM INCOME	H. MATCHING FUNDS	I. NON- MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Senior Center Nutrition 1. Services Worker	Salary	100.0%	57,780	85.00%	49,113					49,113
2. Senior Center Custodian	Salary	100.0%	63,912	40.00%	1,137		24,428			25,565
3. Senior Services Supervisor	Salary	100.0%	105,276	7.00%			572	6,797		7,369
4.	Salary									
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries Page 2 Line 1 a ----->					50,250		25,000	6,797		82,047
Total Payroll Taxes Page 2 Line 1 b ----->								2,453		2,453
Total Benefits Page 2 Line 1 c ----->								59,073		59,073
TOTAL PERSONNEL COSTS Page 2 Line 1 ----->					50,250		25,000	68,323		143,573

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND
Volunteers assisting with the nutrition program - room set up, meal prep, clean up, and breakdown	25	120.00	3,000	\$ 18.00	54,000
					54,000

(Revised June 2024)

**FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2025-2026**

CONTRACTING AGENCY: City of Clovis
PROGRAM: Title III C1 Congregate Site Nutrition Management

CONTRACT NO: 26-0051
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. DO NOT USE FOR FUTURE USE ONLY	C. PROGRAM INCOME	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	50,250		25,000	6,797		82,047	
b. Payroll Taxes				2,453		2,453	
c. Employee Benefits & Work. Comp.				59,073		59,073	
1. PERSONNEL COSTS	50,250		25,000	68,323		143,573	54,000
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. DO NOT USE - FOR FUTURE USE ONLY							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	50,250		25,000	68,323		143,573	54,000
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	50,250		25,000	68,323		143,573	54,000

(Revised June 2024)

**FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2025-2026**

CONTRACTING AGENCY: City of Clovis
PROGRAM: Title III C1 Congregate Site Nutrition Management

CONTRACT NO: 26-0051
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	50,250	
2. DO NOT USE - FOR FUTURE USE ONLY		
3. Program Income:		
Current Year Program Income	25,000	
Deferred Program Income		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Clovis	67,323	54,000
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a. City of Clovis	1,000	
b.		
c.		
6. TOTAL FUNDING		
<i>(These totals must agree with the totals shown at the bottom of Page 2 column F and G)</i>	143,573	54,000
Total from Page 2, Columns F and G	143,573	54,000
Variance (must be zero)	0	0

(Revised June 2024)

**FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2025-2026**

CONTRACTING AGENCY: City of Clovis
PROGRAM: Title III C1 Congregate Site Nutrition Management

CONTRACT NO: 26-0051
REVISION NO:

ITEM QUANTITY (Must List number)	Item Type / Description	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by PROGRAM INCOME funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
f							
g							
h							
i							
j							
k							
l							
m							
n							
o							
p							
q							
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

Exhibit B

BUDGET

Instructions

Please review all instructions before preparing the budget.

The budget forms provided with this contract consist of four pages:

Page 1: *Personnel Budget Detail*

Page 2: *Program Budget by Income Source*

Page 3: *Schedule of Funding Sources*

Page 4: *Schedule of Program/Site Supplies and Equipment Purchases*

These pages are a hard copy of an Excel workbook that the Agency on Aging e-mails to each contracting organization. The workbook contains four separate worksheets, one for each page of the budget.

The following rules apply to all budget pages.

- **Please prepare a single budget for the entire 12-month funding period.** (Please note that the maximum amount of grant funding that can be disbursed will be limited to the amounts and periods shown on page 1 of the contract.)
- Please use the Excel workbook and prepare the budget worksheets in sequence so that formulas (cells in shaded areas) calculate across work.
- If your organization does not have access to Excel, please type all entries. Handwritten budgets are not acceptable.
- If using Excel, please do not make any entries in shaded areas of the budget forms, as they contain formulas.
- Please do not change pre-printed line-item descriptions.
- The following heading must appear on all budget pages:
 - *Contracting Agency:* The legal name of the contracting agency.
 - *Contract No.:* Enter the contract number shown on page 1 of this contract.
 - *Program:* Funding Source (i.e., Title III C1) and Contracted Program (i.e., Nutrition Site Management) shown on page 1 of this contract.
 - *Revision No.:* If providing a revision to a previously approved budget, please enter the revision number.

Definitions:

In-Kind consists of services and/or supplies provided free of charge to your organization from an outside source.

Matching Funds (cost-sharing) means the value of third-party in-kind contributions and that portion of the of a grant-supported project or program not borne by the federal government.¹ Neither costs nor the values of third-party in-kind contributions may count towards satisfying a cost-sharing or matching requirement of a U.S. Department of Health and Human Services grant if they have been or will be counted towards satisfying a cost-sharing or matching requirement of another federal grant, a federal procurement contract, or any other award of federal funds.² In other words, matching funds are your share of the program costs plus any in-kind program costs that are not otherwise dedicated to another federal funding source.

Program income cannot be used to meet matching requirements. Program income can only be used to fund the expenses for the respective program for which the program income was received and must be spent before grant funds. Program income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging for Title III B Supportive Services, Title III B (Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition programs are determined as follows: 10 percent of the sum of the grant award plus the minimum matching contributions. This can be quickly computed by dividing the grant amount by nine (9).

Any funds used for the contracted program that meet the definition of “matching funds” should be entered in budget fields that require entry of matching funds.

Non-Matching funds are other federal awards and/or cash or in-kind costs used to match other federal awards.

Deferred Program Income is unspent program income from the prior year contract that have been approved by the FMAAA to be carried forward to the current year contract. A letter must be on file with the FMAAA detailing the program income and requesting approval to carry them forward to the new contract.

Indirect costs are those: a) incurred for a common or joint purpose benefiting more than one cost objective; and b) not readily assignable as a direct cost, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

If your organization has a federally approved Cost Allocation Plan, attach a copy of the plan to the budget. If your organization is charging the contracted program indirect costs based on an internal cost allocation plan (a plan other than a federally approved Cost Allocation Plan), provide a full disclosure of the method used that includes a listing of the types of services/supplies included in the cost allocation plan. This plan must have the prior approval from the FMAAA before being used.

Personnel Costs- Annual full-time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must

¹ *Federal Grants Management Handbook* Grants Management Advisory Service, February, 1992, Subpart G Ss 74.51.

² *Federal Grants Management Handbook* Grants Management Advisory Service, February, 1992, Subpart G Ss 74.53.

be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:

- i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - 1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - 2. Be incorporated into the official records of the non-federal entity;
 - 3. Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
 - 4. Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocations bases; or an unallowable activity and a direct or indirect cost activity.
 - 5. Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards.
- ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal award must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

Personnel Budget Detail (Budget Page 1 of 4)

Column Label	Column Title	Instructions
A	Position Title	List all paid positions for the contracted program. These positions must agree with those listed under <i>Staffing</i> on page 4 of Exhibit E, <i>Program Narrative</i> . Use additional copies of page 1 if more than 10 positions. If there are multiple positions with the same title, list them separately and enter a distinguishing description, such as <i>Driver-Route 1; Driver-Route 2</i> , etc. Do not enter names of any of the individuals filling the positions.
B	FTE % (40 Hrs=100%)	Full Time Equivalency (FTE) is a percentage of time each position works per week for your organization in total, based on a 40-hour work week (full time); if the individual works 40 hours per week, the FTE % is 100%. If a position works 25 hours per week, the FTE is 62.5% (25 hours divided by 40 hours).
C	Full Annual Salary	Full Annual Salary is the total salary your organization plans to pay this position for all work performed during the contract period. The Total Payroll Taxes (FICA, SUI, FUTA) and Total Benefits (including Workers' Compensation Insurance) should only be listed at the bottom of Columns E through Column I (see page 5 of Instructions, <i>Total Payroll Taxes</i> and <i>Total Benefits</i>).
D	% of Time on Program	This is the percentage of time this position will work on the contracted program. For example, if a full-time position spends 10 hours per week on the contracted program, the percentage of time on program would be 25% (10 hours divided by 40 hours). If a position works 25 hours per week, and 10 hours of this week is spent on the contracted program, the percentage of time on program would be 40% (10 hours divided by 25 hours). <i>Note: Current 2 CFR 225 guidelines state that an organization receiving federal funds may budget by estimated percentage; however, the organization must keep adequate records indicating the actual time worked and reconcile cost allocations for personnel to actual time worked periodically during the grant period. This can be achieved by funding positions across differing cost objectives and keeping time logs. Time logs must be certified by the employee and at least one supervisor, and must be available during a fiscal monitoring.</i>

Personnel Budget Detail (Budget Page 1 of 4) - Continued

Column Label	Column Title	Instructions
E	FMAAA Grant	For each position listed, enter the amount of the grant for the contracted program that will be allocated for each position.
F	DO NOT USE	DO NOT USE - FOR FUTURE USE
G	Program Income	Enter any Program Income that will be applied to listed positions. Must be reported and expended under the same terms and conditions as the program funds from which it is generated.
H	Matching Funds	Enter any matching funds that will be applied to listed positions.
I	Non-Matching Funds	Enter any non-matching funds that will be applied for listed positions.
J	Total Personnel Costs	Total of Columns E through I for each position listed; the result should equal Column C (Full Annual Salary) multiplied by Column D (% of Time on Program).

Personnel Budget Detail (Budget Page 1 of 4) - Continued

Row Label	Instructions
Total Salaries	Total of each column, Columns E through I. The total of all entries on this row is calculated for Column J.
Total Payroll Taxes	Enter the total payroll taxes that are a cost of the contractor (FICA, SUI, FUTA) for all positions listed, distributed among Columns E through I. The total of all entries on this row is calculated for Column J.
Total Benefits	Enter the total benefits costs that are a cost of the contractor, including retirement and Workers' Compensation insurance, for all positions listed, distributed among Columns E through I. The total of all entries on this row is calculated for Column J.
Total Personnel Costs	The amounts of the rows Total Salaries, Total Payroll Taxes, and Total Benefits are combined for this row. The total of all entries in the Total Personnel Costs row is calculated for Column J.

In-Kind Personnel Costs	
Description of Work Performed	Enter type(s) of work to be conducted by volunteers in support of the contracted program, i.e., "Assist with serving meals."
Number of Volunteers	Enter the number of volunteers that will conduct the type of work listed.
Hours per Volunteer	Number of hours each volunteer performing the work described in the <i>Description of Work Performed</i> is expected to work during the contract period.
Total Annual Hours	The number of volunteers multiplied by the hours per volunteer.
Rate per Hour	Indicate the rate per hour the volunteer would have been paid if this had been a paid position. The rate should be reasonable, determined by the prevailing rate per hour for the position in the service area.
Total In-Kind	The Total Annual Hours multiplied by the Rate per Hour. The grand total of this column is carried forward to Page 2 of the budget (Line 1, Column G).

Program Budget By Income Source (Budget Page 2 of 4)**General Instructions:**

For Categories 1 through 7, enter the costs that are directly incurred by the contracted program.

Allocate the cost for each line item in Categories 1 through 7 to the appropriate column that indicates the revenue source that is expected to fund the cost.

Costs placed in Column G, *In-Kind Match*, consists of services and/or supplies provided free of charge to your organization from an outside source (see instructions, page 2, *In-Kind*).

Row Label	Row Title	Instructions
1.a – 1.c	Salaries & Benefits	Entries carry over from page 1 (Total Salaries, Total Payroll Taxes, and Total Benefits for each revenue source and Total In-Kind).
2.a	Staff Travel	Estimate the total number of miles to be reimbursed to personnel for the contracted program. Multiply this by your organization's approved reimbursement rate per mile. Include any other costs for lodging, parking, meals, etc.
2.b	Volunteer Travel	Estimate the total number of miles that will be reimbursed to volunteers for the contracted program. Multiply this by your organization's approved reimbursement rate per mile. Include any other costs for lodging, parking, meals, etc.
2.c	Training	Calculate the cost for any training seminars, conference fees, and staff development costs expected to be incurred for the contracted program during the contract period.
3	Equipment Purchase	Enter the approximate cost of any equipment, including any networkable equipment, needed for the contracted program during the contract period. Any single or individual item with a cost in excess of \$500, including sales tax, delivery, and installation or any computing devices regardless of cost, will need to be listed on Budget Pg 4 – Schedule of Program/Site Supplies and Equipment Purchases. Any equipment purchase request for the contracted program must be approved by FMAAA and, if applicable, the State of California. In accordance with federal purchasing rules, FMAAA recommends that contractors obtain three quotes for each piece of equipment purchased that is expected to cost in excess of \$500.

Program Budget By Income Source (Budget Page 2 of 4) - Continued

Row Label	Row Title	Instructions
4	Consultants	Enter the cost of professional and consultant services to be rendered by persons or organizations that are members of a particular profession or possess a special skill, i.e., legal, audit, etc.
5	DO NOT USE	DO NOT USE - FOR FUTURE USE ONLY
6	Program/Site Supplies	This cost category includes small cost items necessary to operate the program, and does not include office supplies. Examples for nutrition providers: Small kitchen utensils, napkins; condiments for nutrition providers. Example for medication management providers: Pill boxes. Any single or individual item with a cost in excess of \$100 will need to be listed on Budget Pg 4 – Schedule of Program/Site Supplies and Equipment Purchases.
7.a-7.m	Other Costs	These line items include any other “direct” costs attributable to the program. Facilities, operating expenses, and other ordinary and necessary costs specified for each funding source.
7.n-7.o	Other Costs	Check with the FMAAA before making entries. These line items are typically used for costs not listed in lines 7.a.-7.m, such as Expendable Equipment. If lines 7.n-7.o are used, enter a description of the costs in the Category column.
8	Indirect Costs	Enter any indirect costs, and attach a narrative (see page 2 of Instructions, Indirect Costs.)
---	Total Costs	The sum of Total Direct Costs and Total Costs.

Schedule of Funding Sources (Budget Page 3 of 4)

Row Label	Row Title	Instructions
1	FMAAA Grant	The total amount of the FMAAA grant award for the contracted program from page 1 of the contract. This should also equal the Total Costs for Column A from page 2 of the budget form.
2	DO NOT USE	DO NOT USE – FOR FUTURE USE ONLY
3	Program Income: Current Year Program Income	Enter Program Income that are expected to be received during the current year.
3	Program Income: Deferred Program Income	Enter any Program Income that the FMAAA has approved for deferral (see page 2 of instructions, <i>Deferred Program Income</i>).
4.a - 4.d	Matching Funds - Cash and In-Kind (List Source)	See page 2 of instructions, <i>Matching Funds</i> and <i>In-Kind</i> . List all sources separately, i.e., City/County General Funds, United Way, etc., in appropriate column (Cash or In-Kind). If the funding is from a source of mixed funds (e.g. combination of both Federal and State funds), please verify that no Federal funds are being used. Any amounts shown in column C (In-Kind) that are not for volunteer services must have a full description of the formula used to calculate the amount.
5.a – 5.d	Non-Matching Funds [Federal Funds/Other Program Match] – (List Source)	List all Non-Matching fund sources separately (see page 2 of instructions, <i>Non-Matching Funds</i>).
6	Total Costs	Totals for Column B, Cash, and Column C, In-Kind.
--	Total from Exhibit B, Page 2, Columns F and G	Total of Column B, Cash, must agree with the Total of Column F on page 2 of the budget. Total of Column C, In-Kind, must agree with the Total of Column G on Page 2 of the budget.

Schedule of Program Supplies and Equipment Purchases (Budget Page 4 of 4)

Row Label	Row Title	Instructions
1	Purchases for Program/Site Supplies exceeding \$100 per Individual or Single item.	List any single or individual item that intends to be purchased with a cost in excess of \$100 including any appropriate sales tax, shipping and installation costs, etc. Total amount should not exceed the budgeted amount(s) on Budget Pg 2 – Line 6 Program/Site Supplies.
2	Purchases for Equipment Purchase exceeding \$500 per Individual or Single item.	List any single or individual item that intends to be purchased with a cost in excess of \$500 including any appropriate sales tax, shipping and installation costs, etc. as well as any computing devices regardless of cost. Total amount must equal the budgeted amount(s) on Budget Pg 2 – Line 3 Equipment Purchase. Any equipment purchase request for the contracted program must be approved by FMAAA and, if applicable, the State of California.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM: Elderly Nutrition Program Site Management

SERVICE PROVIDER: _____

CONTRACT NUMBER: _____

SITE: _____

CONTRACT EFFECTIVE: Date of FMAAA Executive Director Signature on
Page 2 to June 30, 2026

GOAL: The goal of the Elderly Nutrition Program is to reduce hunger and food insecurity; promote health and well-being; promote socialization; and delay adverse health conditions of older individuals.

DEFINITION: Site Management is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

Meals are subject to allocation and reallocation at any time by the Agency on Aging based upon available funding and nutrition program participation. When allocations are imposed, any meals allocated but not served revert to the Agency on Aging for reallocation.

EXHIBIT D

PROGRAM COST EFFICIENCY

Not Applicable –

Elderly Nutrition Program
Site Management

EXHIBIT E PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Clovis	1912
Organization Name	Year Established

Type of Organization (Check One)	
☒ City Government	☐ Non-Profit 501(c)(3)
☐ County Government	☐ For-Profit
☐ Joint Powers Authority (JPA)	☐ Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.	
Program/Service	# of Years
Nutrition services and programs	40+
HICAP Counseling, tax assistance, and taxi script	40+
Health and wellness programs and services	40+
Recreation and activity based programs and services	40+

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
735 Third Street	Clovis	93612

EXHIBIT E PROGRAM NARRATIVE

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	X	X	X
Spanish	X	X	X
Hmong	X	X	
Arabic			
Armenian			
Cantonese			
Farsi (Persian)	X		
Filipino (Pilipino/Tagalog)	X		X
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao	X		
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi	X		
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese	X		
Other: _____			

EXHIBIT E

PROGRAM NARRATIVE

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?

The City of Clovis utilizes an interpretive service that is easily accessible and can translate up to 200 different languages, as well as access to Clovis PD's interpreters that can also be accessed as needed. Staff also have access to "I Speak" card which can determine their language and assist with interpreting. Staff also have access to Google Translate to assist with immediate translation needs.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?

We use the Clovis Police Departments contracted interpreters or phone based translation services if needed.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*

All participants are allowed to complete the form on their own. Staff and volunteers are available to provide assistance as needed. If staff and/or a volunteer needs to assist a client with their form, there are designated spaces to gather than information privately. Staff and volunteers are also trained to on privacy and ensuring that all information gathered is kept confidential and secured,

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?

All forms are kept in a locked file cabinet accessible only to staff and volunteers associated with the nutrition program. At no point is the information from those forms shared with anyone.

EXHIBIT E PROGRAM NARRATIVE

Contracted Program:	Title III C Nutrition Site Management
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5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.

The Clovis Senior Activity Center provides congregate meals to seniors that attend the center. Congregate meals are provided daily with the exception of outside programming and activities that are offered from time to time. In addition to the nutrition program, participants also take part in nutrition education programming and services.

What was the primary accomplishment achieved by the contracted program in the most recent year services were provided?

The Clovis Senior Activity Center moved from it's Forth Street location to a new location, located on Third St. Since this move, the programs and activities here at the Clovis Senior Activity Center have grown exponentially. All of the programs and activities participation has grown. This site has really become a gem to the members of the Clovis community.

Please describe another accomplishment achieved by the contracted program in the most recent year services were provided.

Since the move of the Clovis Senior Activity Center and the expansion of programs and activities, the growth of our volunteer base has also grown. As it stands, we have almost 200 volunteers that help keep the Clovis Senior Activity Center moving. Volunteers help with lunch, programs, activities, tours, etc. They are truly the backbone of our growth and success.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the most recent year services were provided. Do not use real names.

"Ben" was a senior who lost his wife 6 month earlier. His wife, did all the shopping and all the cooking. Since her passing, he has struggled with his nutrition and was showing signs of depression. One of his friends suggested he come down to the Clovis Senior Activity Center and check it out. Ben started coming in to play pool, but slowly began to increase his participation in various programs offered here. Now he is a regular with the lunch program. He said that not having to worry about one meal a day has been extremely beneficial.

EXHIBIT E PROGRAM NARRATIVE

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Nella Audus	Senior Center Nutrition Services Worker
Devin Rodriguez	Senior Custodian
Ashlee Winslow	Senior Services Supervisor

*Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.

Nella Audus	Senior Center Nutrition Services Worker
<i>Name</i>	<i>Title</i>

(559) 324-2750	nellaa@clovisca.gov
<i>Telephone Number</i>	<i>E-mail Address</i>

➔ *Attach the following documents to the “Documents Required to Execute Contract” checklist:

- The **job description** for this position;
- The **resume** for the person occupying this position.

EXHIBIT E PROGRAM NARRATIVE

8. SERVICE PROVIDER TIME FRAME

What days and hours will the Nutrition Site Management program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
735 Third St.	Monday through Friday	10:00AM	1:00PM

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2025	7/4 and 7/18	21
August 2025	8/21	20
September 2025	9/1 and 9/18	20
October 2025	10/16	22
November 2025	11/11, 11/27 and 11/28	16
December 2025	12/18 and 12/25	20
January 2026	1/1, 1/15 and 1/20	19
February 2026	2/16 and 2/19	18
March 2026	3/19	21
April 2026	4/16	21
May 2026	5/21 and 5/25	19
June 2026	6/18	21
Total Days of Contracted Service to be Provided under this Agreement:		238

EXHIBIT E PROGRAM NARRATIVE

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the performance during the most recent year services were provided, identify areas that your organization could focus on for improvement of the contracted program.

Is mission is always to ensure that we are providing high quality programming, along with exceptional service to our members.

How would participants of the contracted program benefit from these improvements?

Participants will experience effective meal service with great service and assistance to our patrons.

Describe the specific steps your organization will take to make these improvements during the current funding period.

The Clovis Senior Community Center will continue to recruit volunteers, so that we can continue to provide outstanding customer service the patrons that attend the Clovis Senior Activity Center.

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

Program participation will continue to grow yet, our meal program will continue to remain efficient.

EXHIBIT E PROGRAM NARRATIVE

10. OUTREACH ACTIVITIES/TARGETING PLAN (22 CCR § 7310, WIC § 9103)

How does your organization reach older adults in greatest economic need (<i>income level at or below the Federal Poverty Level</i>) to inform them of the contracted program and welcome them to participate?
Nutrition program information will be distributed at the Salvation Army monthly commodity distribution program, Fresno Food Security Network, and senior center newsletter. Seniors who participate in those programs are typically low income.
How does your organization reach older adults who are socially isolated (<i>need caused by non-economic factors</i>) to inform them of the contracted program and welcome them to participate?
The Senior Center works with all senior housing complexes within the city and those older adults will be given information about the lunch program at the center.
How does your organization reach older adults who are of lesbian, gay, bisexual, or transgender orientation to inform them of the contracted program and welcome them to participate?
The program will be promoted through regular city social media channels, Fresno EOC LGBTQ+ resource center, PFLAG, California Dept. of Education Region 7 LGBTQ+ resource center, and local educational institutions.
How does your organization reach older adults who are ethnic minorities , and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?
Distribution of flyers and information at The Fresno Center, ACLU, San Joaquin College of Law, California Rural Legal Assistance, and with Leadership Council staff.

EXHIBIT E

PROGRAM NARRATIVE

How does your organization reach older adults who are Native Americans to inform them of the contracted program and welcome them to participate?
Distribution of fliers and information at the Central Valley Indian Health resource center, and during their resource fair.
How does your organization reach older adults with limited English proficiency to inform them of the contracted program and welcome them to participate?
Distribution of flyers and information at The Fresno Center, ACLU, San Joaquin College of Law, California Rural Legal Assistance, KBIF (Hmong Radio), Fresno Hmong TV, KGST, and Hye Oozh Radio (Armenian Radio), and Univision 21.
How does your organization reach older adults who live in rural areas to inform them of the contracted program and welcome them to participate?
Nutrition program information is available at rural senior meal sites, in the Senior Living network guide, and on rural transit buses.
How does your organization reach older adults with severe disabilities (<i>severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities</i>) to inform them of the contracted program and welcome them to participate?
The City of Clovis provides public transportation to persons with disabilities under the American's with Disabilities Act. Clovis Transit maintains a robust flow of information to riders through fliers, newsletters, and smart phone app to over 4,000 disabled residents in the city.
How does your organization reach older adults with Alzheimer's disease or related disorders with neurological & organic brain disfunction, and the caregivers of these individuals, to inform them of the contracted program and welcome these older adults to participate?
The center attends outreach fairs and gives presentations to various provider networks

EXHIBIT F**SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION**

Please complete for each location from which contracted services are offered.

Organization	City of Clovis
Site Name	Clovis Senior Activity Center
Street Address	735 Third St.
City/ST/Zip	Clovis, CA 93612

Name of Primary Contact:		Ashlee Winslow	
Job Title	Cell Phone	Office Phone	Email Address
Senior Services Supervisor	(559) 914-1854	(559) 324-2752	ashleew@clovisca.gov

Name of Secondary Contact:		Bethany Berube	
Job Title	Cell Phone	Office Phone	Email Address
Deputy General Services Director	(559) 765-6399	(559) 324-2752	bethanyb@clovisca.gov

Please check all emergency services that could be provided from this site:			
☒	Emergency Power/Generator	☒	CB or Ham Radio
☒	Emergency First Aid	☒	Internet Access
☒	Cooking Facilities	☒	Spanish Translation
☒	Distribution Site for Food & Water	☒	Sign Language Translation
☒	Counseling Services	☒	Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	☒	☐
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	☒	☐
Following a major disaster, can this site help transport older individuals to disaster services?	☒	☐
Does this site have a dedicated vehicle that is lift-equipped?	☒	☐
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	☒	☐

How many people can this facility provide emergency shelter for?	500
How many days can this facility function using its back-up power source?	Up to 7
How many gallons of water are stored on-site as an emergency supply?	As needed

Please list any additional services your site can provide in the event of a disaster:
Able to provide direct coordination with local, county, and state emergency teams.



FRESARE-07

MGUADIANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711		CONTACT NAME: PHONE (A/C, No, Ext): (559) 432-0222 FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED Fresno-Madera Area Agency on Aging 2037 W. Bullard #512 Fresno, CA 93711		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B : State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : State Compensation Insurance Fund	35076	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		PHPK2550722009	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2550722009	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS 10,000			PHUB862577009	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	908195523	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

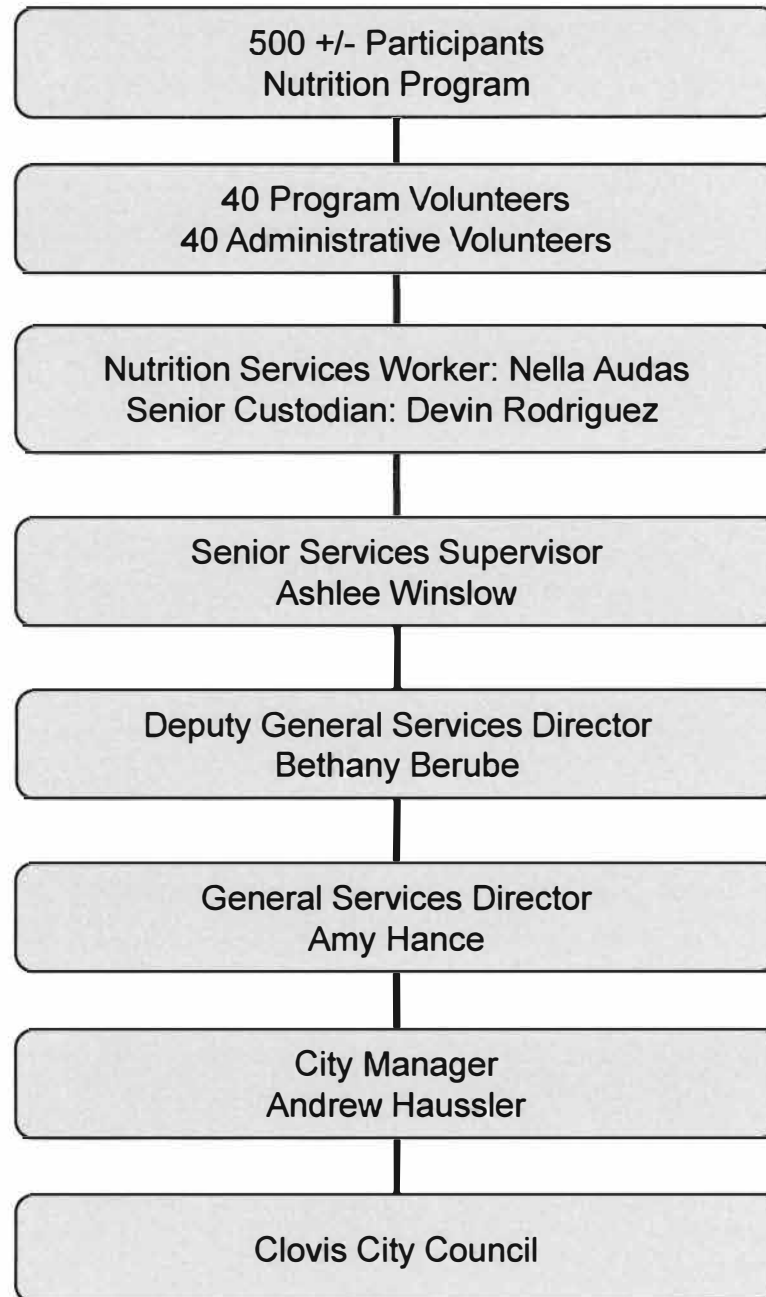
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Clovis, its officers, officials, agents, employees, and volunteers are named as Additional Insured as respects General Liability in accordance with attached form PI-GLD-HS 10/11

CERTIFICATE HOLDER

CANCELLATION

City of Clovis 1033 Fifth Street Clovis, CA 93612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

CLOVIS SENIOR SERVICES NUTRITION PROGRAM





City of Clovis, California

Senior Center Nutrition Services Worker

CLASS CODE	5840	SALARY	\$22.86 - \$27.78 Hourly \$3,962.00 - \$4,815.00 Monthly \$47,544.00 - \$57,780.00 Annually
ESTABLISHED DATE	April 08, 2014	REVISION DATE	January 13, 2015

Description

Under supervision performs a variety of nutrition program related duties in support of the congregate and home delivered meals and senior programs offered at the Clovis Senior Activity Center. Coordinates orders, deliveries, storage, inventory, sanitation, compliance, record keeping, activities scheduling and other functions related to the Clovis Senior Activity Center nutrition program; directs volunteers and student interns; and perform related work as required.

CLASS CHARACTERISTICS

Positions in this class require a moderate amount of previous nutrition and food service experience. Positions in this class perform work which is highly structured, which seldom varies, and which is performed in accordance with established instructions. Incumbents receive thorough instructions when tasks are initially assigned and after training are expected to perform duties without constant supervision. Work is reviewed periodically upon completion and while in progress. Incumbents are expected to utilize their discretion for variations in work and refer to the supervisor for those situations which the incumbent is unable to solve.

Examples of Duties

Coordinates assessments for home delivered meal clients both initial and quarterly review home visits; ensures compliance with program grants, participant compliance, regulations, and monthly reporting; prepares meals and beverages for on-site dining, heats entrees as needed and assists in serving meals to on-site participants; facilitates distribution of donated food items; coordinates efforts of kitchen volunteers and student interns and provides them with guidance and instruction on meal preparation procedures and standards; maintains food service areas, facilities, and equipment in a clean and sanitary condition ensuring compliance with food handling and sanitation requirement orders, stores, and oversees inventory of congregate meals; balances daily meal orders and servings; organizes and oversees home delivered meals; coordinates special events and presentations to participants; completes monthly food evaluations and grant reports; completes data entry of participants and meals served; maintains documents and records pertaining to food preparation standards, kitchen procedures, food temperatures, donations and the senior nutrition program; properly stores foods and supplies, ensures proper heating/reheating of food; maintains proper inventory of kitchen and custodial supplies including paper products and disposables, orders, purchases, and picks-up supplies as needed; maintains a current food handlers certificate and participates in nutrition education activities when offered; serves as the

of Clovis liaison for the County of Fresno Health Department kitchen inspections of the Clovis Senior Activity Center; maintains proper care of equipment and materials used in the work; conducts printed, online, and/or in-person outreach about the meal program to targeted individuals; performs various clerical and customer service duties related to the Clovis Senior Activity Center; effectively respond to emergencies related to participants or the facility; and performs related work as required.

Typical Qualifications

LICENSE REQUIRED

- Possession of a valid California Driver's License, and a good driving record.

EDUCATION AND EXPERIENCE

Any combination of education and experience that provides the required knowledge, skills and abilities is required.

Education:

- Completion of the twelfth grade or equivalent; completion of college-level coursework in Nutrition, Gerontology or a closely-related field is desirable.

And

Experience:

- One year of food service and/or nutrition program experience; experience working with senior citizens is desirable.

Certification:

- Food Handler's Certificate or the ability to obtain one within one month of hire.
- CPR/1st Aid Certificate or the ability to obtain one within two months of hire.

QUALIFICATIONS

Knowledge of:

- Basic kitchen and food preparation procedures;
- Basic math and records keeping procedures;
- Modern office procedures, practices and equipment;
- Personal computer hardware and software including word processing, spreadsheet and data base programs;
- Health standards of food safety and kitchen sanitation;
- Commercial kitchen equipment and materials;
- Methods and techniques of greeting visitors and volunteers;
- Customer service principles and practices;

- Appropriate safety precautions and procedures.

Ability to:

- Provide lead assistance and instruction to volunteers and student interns;
- Read, understand and apply simple materials;
- Operate a vehicle observing legal and defensive driving practices;
- Communicate clearly and concisely, both orally and in writing;
- Understand and carry out oral and written instructions;
- Establish and maintain effective relationships with those contacted in the course of work;
- Maintain professionalism, courtesy, and composure at all times;
- Use institutional food preparation equipment;
- Adhere to environmental health standards;
- Lift and transport containers of bulk food;
- Work independently.

Supplemental Information

PHYSICAL DEMANDS AND WORKING CONDITIONS

Strength: Light work in an office setting - Lifting, carrying and/or pushing 40 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds.

City of Clovis Council Members FY 2025—2026



Mayor Vong Mouanoutoua



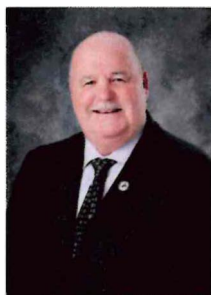
Mayor Pro Tem Diane Pearce



Councilmember Lynne Ashbeck



Councilmember Matt Basgall



Councilmember Drew Bessinger

Serving up smiles everyday

The City of Clovis Senior Activity Center, in cooperation with the Fresno-Madera Area Agency on Aging and Fresno County Economic Opportunity Commission are pleased to offer meal service for seniors age 60+. In-center meals are served at the Clovis Senior Activity Center at 735 Third Street in Clovis Monday through Friday except the third Thursday of each month. Participants of in-center meals are not required to be a resident of Clovis.

Homebound meals are delivered to the home of seniors who are unable to visit the Center for meals and have difficulty shopping or preparing food. A home assessment is required prior to homebound deliveries to determine eligibility. Call the Fresno Madera Area on Aging at 559-214-0299 for more information.

Fresno County Economic Opportunity Commission offers a food delivery service for those individuals who do not qualify for the above listed program but do not want to cook for themselves. There are a variety of meal packages to choose from. Contact Fresno County EOC at 559-266-3663 for more information.

Clovis Senior Activity Center A Smittcamp Family Legacy

Nutrition Program

Funded By:

- The City of Clovis
- Fresno-Madera Area Agency on Aging
- Your generous donations



Nutrition Program



**Clovis Senior Activity
Center
A Smittcamp Family
Legacy**

**735 Third Street
Clovis, CA 93612
(559) 324-2750**

**Homebound Program
(559) 214-0299**

Clovis Hot Lunch Meal Information

1. The suggested meal contribution for seniors age 60+ is \$2.50. There is no obligation to contribute. A contribution is purely voluntary and confidential. No eligible individual will be denied services because of a failure or inability to contribute. A senior's spouse under 60 may eat with the senior, as long as the eligible person is having a meal that day. Anyone else under age 60 may eat at the non-senior price of \$5.75 per meal. You may bring your own silverware or the center will provide plastic cutlery.
2. Reservations are made for the following day or week when the participant signs in for the present day's meal. A reservation should be made only if the participant plans to attend the following day.
3. Meal reservations may also be made by telephone by calling the Center at 324-2750 before 11:00 a.m. the day before the participant plans to eat a meal. If you plan to attend for the entire week, you may make phone reservations for the current week.
4. Those without a reservation will be placed on a waiting list in the event of cancellations or no-shows. Names on the waiting list will be called in the order in which they were received if space becomes available. Being on the waiting list does not guarantee a meal. We cannot stretch meals for those without reservations.
5. Participants should arrive between 11:00 a.m. and 11:30 a.m. to sign in for the day's meal or their meal will be given to someone on the waiting list. Sign in must be completed by the participant himself/herself. No one can sign in for another person. Confirmed reservations are traded for a donation envelope at the time of sign in. A reservation must have been made previously in order to receive the envelope. Envelopes are used to count participants. Placing a donation inside the envelope is optional and not required to receive a meal.
6. Lunch is served between 11:45 a.m. and 12:15pm. Donation envelopes are taken in the serving line in exchange for a plate, whether there is a donation in the envelope or it is empty. Those without an envelope may not pass through the serving line until all participants with an envelope have been served. There are no exceptions.
7. For health and safety reasons no food may be taken home from the meal site.



Jolly Times

The third Thursday of the month is Jolly Times. All seniors are welcome to join this social group and attend. We have The Old Town Clovis Kiwanis cooking a delicious meal for Jolly Times. The cost of the ticket is \$15.00 which includes the meal, drink and dessert. There is always great entertainment for you to enjoy. Come and make your reservation for Jolly Times. Space is limited. We start accepting reservations on the day of Jolly Times starting at 8 a.m. for the following month. Please join the fun!

www.ClovisSeniors.org

There is a Nutrition Form that must be completed and turned in prior to the first day that you come for an In-Center Meal. These forms are required because of the funding we receive for this program. All individuals who participate in our in-center nutrition program must complete a new form annually starting on July 1st.

RESOLUTION 25-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE FY 2025-2026
GENERAL SERVICES DEPARTMENT BUDGET**

WHEREAS, the City Council adopted the FY2025-2026 city budget on June 9,2025; and

WHEREAS, additional funding for senior services became available throughout the year;
and

WHEREAS, these revenues and expenditures were not included in the original adopted
budget; and

WHEREAS, the additional funds are intended for the Senior Activity Center.

NOW, THEREFORE BE IT RESOLVED, that the City of Clovis hereby approves the
budget amendment as shown in the “Summary of Expenditures/Revenues by Department” and
“Summary of Expenditures/Revenues by Fund” as Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City
Council of the City of Clovis held on August 18, 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: August 18, 2025

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY DEPARTMENT**DEPARTMENT – GENERAL SERVICES**

Senior Services	<u>\$50,250</u>
TOTAL DEPARTMENT	\$50,250
TOTAL ALL DEPARTMENTS	\$50,250

SUMMARY OF EXPENDITURES BY FUND

General Fund	<u>\$50,250</u>
TOTAL FUND	\$50,250

SUMMARY OF REVENUES BY DEPARTMENT**DEPARTMENT – GENERAL SERVICES**

Senior Services	
FMAAA Grant	<u>\$50,250</u>
TOTAL DEPARTMENT	\$50,250

SUMMARY OF REVENUES BY FUND

General Fund	<u>\$50,250</u>
TOTAL FUND	\$50,250



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: August 18, 2025

SUBJECT: General Services – Approval – Res. 25-____, Renewing Medical Plan Options for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan.

ATTACHMENTS: 1. Res. 25-____ Resolution Retiree Medical

RECOMMENDATION

For City Council to approve Resolution 25-____, renewing the City's Retiree Medical Plan options for eligible retirees and restating eligibility requirements for participation in the plan.

EXECUTIVE SUMMARY

For many years, the City has sponsored a group retiree medical plan for retirees who meet certain eligibility requirements. Approval of the attached Resolution renews the retiree medical plan for the 2026 plan year.

BACKGROUND

For many years, the City has offered employees who retire from City service the option of purchasing the same medical and prescription drug benefit package offered to full-time, regular employees. The retiree medical plan option is renewed annually at the discretion of the Council. This option provides qualifying retirees, those with a minimum of five (5) years of full-time City service immediately preceding retirement, with the opportunity to continue participation in the City's medical/prescription plans. Eligibility requirements for participation in the plan and rate information are listed in the attached (Attachment 1).

FISCAL IMPACT

The retiree medical plan option is rated separately from the active City employee medical plan. In addition, monthly premiums are paid entirely by the retirees. Consequently, there is not a fiscal impact to the City for offering this program.

REASON FOR RECOMMENDATION

Council action is necessary to renew the retiree medical plan option for eligible retirees for the 2026 plan year.

ACTIONS FOLLOWING APPROVAL

Upon approval, the program renewal will become effective with the 2026 plan year, which runs from January 1, 2026, through December 31, 2026. Eligible retirees will be provided with an open enrollment period (October 13 through November 7, 2025). Additionally, employees who retire and become eligible during the 2026 plan year will be provided with a similar notice at the time of retirement.

CONFLICT OF INTEREST

None.

Prepared by: Linda Parry, Senior Management Analyst

Reviewed by: City Manager AM

RESOLUTION 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE RENEWAL OF THE RETIREE MEDICAL PLAN OPTION FOR ELIGIBLE RETIREES AND RESTATING THE ELIGIBILITY REQUIREMENTS FOR PARTICIPATION IN THE PLAN

WHEREAS, the City offers a retiree health plan that allows retirees to purchase medical and prescription coverage; and

WHEREAS, the City has established eligibility requirements for participation in the plan listed in Attachment A; and

WHEREAS, continued offering of the retiree health plan is determined on an annual basis at the discretion of the Council.

NOW THEREFORE, BE IT RESOLVED, that the City of Clovis hereby renews the Retiree Medical Plan Option and rates effective January 1, 2026, as summarized in Attachment A.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 18, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: August 18, 2025

Mayor

City Clerk

Retiree Medical/Prescription Plan Summary For the 2026 Plan Year

Retiree Benefits

Effective January 1, 2026, retirees of the City of Clovis will be allowed to continue in a City sponsored Retiree Medical/Prescription Plan at their own expense, provided they meet the plan eligibility requirements. Enrolled retirees will participate in the annual open enrollment for the medical/prescription plans.

Eligibility Requirements

To be eligible for the Retiree Medical/Prescription Plan, a retired/retiring employee must meet the following eligibility requirements:

1. Been continuously covered in the medical/prescription portion of the City's health plan through December 31, 2025, as a full-time regular employee or a retired enrollee; or, was continuously covered by a City-approved group medical/prescription plan as a full-time regular City employee immediately preceding retirement from the City.
2. Be eligible to retire in accordance with CalPERS age and service requirements, including a disability retirement.
3. Have a minimum of five (5) years of service with the City of Clovis as a full-time regular employee immediately preceding employment separation with the City of Clovis.
4. Retired employees and their dependents are eligible for City coverage ***until they become eligible for Medicare***. Retired employees and/or their dependents that become eligible for Medicare are no longer eligible to remain on the City's retiree plans. They have the option of enrolling in Medicare and may seek supplemental coverage other than through the City's plan.
 - a. If a retired employee becomes Medicare eligible and has a spouse who is not Medicare eligible or a dependent child under the age of 26, the spouse and child may continue City coverage even after the retired employee becomes Medicare eligible and enrolls in Medicare and a supplemental plan.
 - b. A spouse who becomes Medicare eligible, or a dependent child who reaches the age of 26, will not be eligible to continue in the City's Retiree Medical/Prescription Plan.
5. An eligible employee who plans on retiring must enroll in the Retiree Medical/Prescription Plan within thirty (30) calendar days of the effective date of employment separation. If an eligible employee fails to enroll, or waives enrollment, they shall not be eligible to enroll in the plan at a future date. A dependent who enrolls or has been enrolled in an alternative insurance plan for a period of time, may be added to the retiree's plan upon loss of other coverage or during open enrollment if the retiree has maintained continuous coverage with the City under this plan.

6. Eligibility for dependents normally extends through the retiree. Dependents may only be enrolled for coverage if the retiree is concurrently enrolled (except as provided for in 4-a. above). Dependents of a retiree lose eligibility for coverage under the Retiree Medical/Prescription Plan when a non-Medicare eligible retiree elects to discontinue coverage. Upon the death of a covered retiree or the death of a covered employee who was eligible to retire, a spouse or covered child may continue coverage until the spouse is Medicare eligible and the child reaches the age of 26 respectively.
7. A retiree or eligible dependent that enrolls in the Retiree Medical/Prescription Plan shall not be allowed to re-enroll in the plan if they drop coverage in the plan or fail to make their monthly premium payment within thirty (30) days of the due date.
8. Continued enrollment in the Retiree Medical/Prescription Plan is also subject to terms and conditions set forth in the Evidence of Coverage/Disclosure Document of the medical plan in which the retiree and dependents are enrolled.

A Retiree who returns to work for the City and enrolls in an active plan because of reinstatement from retirement or who has returned as an elected official, will again be eligible for retiree coverage upon retiring subject to the normal retiree requirements.

Dental and Vision Coverage

Dental and/or Vision Coverage is not available to retirees through the City of Clovis Retiree Medical/Prescription Plan.

**Pre 65 Retiree Health Plan Monthly Rates charged by Vendor
for the 2026 Program Year**

	<u>Anthem HMO 15</u>	<u>Kaiser HMO 15</u>
Retiree Only	\$1,297.00	\$1,130.00
Retiree & Spouse	\$2,684.00	\$2,343.00
Retiree & Child(ren)	\$2,330.00	\$2,013.00
Retiree & Family	\$3,884.00	\$3,337.00

	<u>Anthem PPO 80</u>
Retiree Only	\$1,250.00
Retiree & Spouse	\$2,622.00
Retiree & Child(ren)	\$2,251.00
Retiree & Family	\$3,743.00

	<u>Anthem HDHP</u>	<u>Kaiser HDHP</u>
Retiree Only	\$ 899.00	\$ 884.00
Retiree & Spouse	\$1,882.00	\$1,826.00
Retiree & Child(ren)	\$1,643.00	\$1,570.00
Retiree & Family	\$2,689.00	\$2,603.00



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 18, 2025

SUBJECT: General Services – Ratification of the City Manager’s Approval of the Second Contract Amendment for Urban Transportation Associates, Inc. (UTA), to Extend the Original Contract for Transit Automated Passenger Counters (APC), for an amount not to exceed \$75,000.

ATTACHMENTS: 1. UTA Original Contract
2. UTA First Contract Amendment
3. UTA Second Contract Amendment

RECOMMENDATION

For City Council to ratify the City Manager’s approval of the Second Contract Amendment with Urban Transportation Associates, Inc. (UTA), to add Automatic Passenger Counter (APC) equipment and installation to future Clovis Transit vehicles; the annual cost for General Transit Feed Specification-Real Time (GTFS-RT) data generation; and increase the not-to-exceed contract amount by \$75,000.

EXECUTIVE SUMMARY

Staff recommends the ratification of the Second Contract Amendment with Urban Transportation Associates, Inc., to include the purchase and installation of UTA’s Automatic Passenger Counter (APC) system and the annual cost for General Transit Feed Specification-Real Time (GTFS-RT) data generation for future transit vehicles.

BACKGROUND

On July 5, 2022, Clovis City Council approved the original contract for the amount of \$130,400 with UTA for the purchase of an Automatic Passenger Counters (APCs) system to be installed on all fixed-route vehicles. The APC’s collect valuable ridership data that is used for a variety of reports required by local, state, and federal funding agencies. Most importantly, the data is used for National Transit Database (NTD) reporting and Federal Transit Administration (FTA) reporting. The data also gives the City a clear understanding of ridership and is used for service and operations planning purposes.

All future fixed-route transit vehicles must have the APC system installed to meet local, state, and federal requirements. To remain in compliance, a first contract amendment was approved

on April 2, 2024, for \$30,297 to add the installation of the APCs to three newly acquired fixed-route buses.

In 2025, Clovis Transit will implement a fixed-route redesign, expanding service from two (2) to eight (8) routes. This expansion requires a substantial increase in the number of transit vehicles to meet service demands. Clovis Transit is currently in the process of procuring additional vehicles and will install APCs upon their delivery.

The two-year contract extension includes an additional \$75,000 to UTA for the additional services. The City Manager is authorized to approve purchases and contracts up to \$75,000. However, the first contract amendment in 2024 for an additional \$30,297 was authorized by the City Manager, and approval of the second contract amendment will result in a total of \$105,297 additional compensation to UTA since the City Council approved the original contract in 2022. The contract was approaching its expiration date on July 31, 2025, the City Manager gave preliminary approval to the Second Contract Amendment to avoid a gap in services, before the item could be presented for Council approval. Staff requests that the City Council ratify the City Manager's approval of the second amendment, which will allow uninterrupted services and the timely implementation of planned transit improvements.

FISCAL IMPACT

Sufficient transit funds are budgeted for this procurement through Transportation Development Act (TDA) funds.

REASON FOR RECOMMENDATION

The installation of the APC system is necessary for all buses operating on fixed routes to collect valuable ridership data that is required for the National Transit Database (NTD) and Federal Transit Administration (FTA) reporting and compliance for local, state, and federal funding. This data is necessary to maintain compliance with regulations and to support continued eligibility for funding. Accordingly, all new Clovis Transit vehicles must have APC systems installed.

ACTIONS FOLLOWING APPROVAL

Following ratification of the City Manager's approval of the Second Contract Amendment, Clovis Transit staff will issue purchase orders for the equipment and yearly support.

CONFLICT OF INTEREST

None.

Prepared by: Nick Chin, Transit Manager

Reviewed by: City Manager *AK*

CITY OF CLOVIS CONTRACT SERVICES AGREEMENT

This Contract Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and Urban Transportation Associates, Inc. ("Contractor ") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on August 1, 2022 ("Effective Date").

RECITALS

City desires to obtain an Automatic Passenger Counter System ("APC"), more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Contractor attached as **Exhibit B**, which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

AGREEMENT

1. Scope of Services. Contractor shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the Scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Contractor's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Contractor.
3. Term of Agreement; Commencement of Services; Schedule. The term of this Agreement shall commence on August 1, 2022, and Contractor shall begin performing the Services on that date, unless otherwise instructed by City. This Agreement shall terminate on July 31, 2025, unless extended beyond that date by mutual consent of the Parties, for a period not exceeding five (5) years. This Agreement may be terminated prior to the end of the term pursuant to Section 26 and 27 herein.

Contractor shall perform the Services according to the schedule set forth in **Exhibits A and/or B**, if applicable. If no schedule is set forth in **Exhibits A and/or B**, City and Contractor shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Contractor in advance of any modification to the schedule.

4. Payment for Services. City shall pay Contractor for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Contractor's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Contractor shall not exceed one hundred thirty thousand four hundred dollars (\$130,400).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Contractor for Services satisfactorily performed pursuant to this Agreement. Contractor shall submit monthly invoices to City containing detailed billing information regarding the Services provided and

unless otherwise specified in **Exhibit A**, City shall tender payment to Contractor within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Contractor is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

6. Acknowledgement. Contractor acknowledges, warrants, and represents that they have thoroughly investigated the scope of work to be provided by the Contractor and has examined all of the Exhibits, and all referenced reports, and has examined the installation site for equipment and/or materials which they have agreed to supply herein and is familiar with the local conditions which may affect their manufacture and delivery of said equipment and that except as provided for herein, he will make no claims for additional compensation over and above as set forth in the bidding documents and Exhibits.

7. Qualifications. Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of City. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. Contractor has complete and sole discretion for the matter in which the work under this Agreement will be performed.

8. Key Personnel. Contractor agrees and designates the following Project team members as "Key Personnel:

- CEO/President: Thomas W. Kowalski
- Chief Technical Officer: David Bosshammer
- Field Engineering Manager: David Vanderputten
- Transit Statistician: Keith Gates
- Administrative Manager: Debbie Scheetz

Contractor agrees that said Key Personnel will be able to dedicate one hundred percent (100%) of their time to the Services, as needed, for the successful and timely completion of the Project.

9. Contractor Representations; Standard of Care; Compliance with Law. Contractor represents that Contractor and any subcontractors utilized by Contractor are and will be qualified in the field for which Services are being provided under this Agreement and Contractor and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Contractor and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards. Contractor shall comply with all Labor Code requirements for public works projects if applicable to Contractor's work under this Agreement.

10. Identity of Subcontractors. Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors, if any, Contractor intends to utilize in

Contractor's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

11. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Contractor; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

12. Drug Free Workplace. Contractor acknowledges that City has adopted a policy of maintaining a drug free workplace and Contractor agrees to abide by the provisions of City's substance abuse policy provide to Contractor under separate cover. Violation of this provision may result in immediate termination of this Agreement.

13. Power to Act on Behalf of City. Contractor is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

14. Record Keeping; Reports. Contractor shall keep complete records showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Contractor under this Agreement.

15. Ownership and Inspection of Documents. All data (routes, latitudes/longitudes, stop locations, bus schedules, operator bids, etc.), tests, reports, analyses, documents, records, conclusions, opinions, recommendations, and other work product generated by or produced for Contractor or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Contractor shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Contractor shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

16. Confidentiality. All Work Product prepared and performed by and on behalf of Contractor in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

17. Professional Responsibility. Notwithstanding any other provision in this Agreement, the review and/or approval by City, or any of its directors, officers, employees, or agents, of any technical specifications, design documents, and all other work products or project communications prepared by the Contractor or any of its subcontractor's, or of any acts or failures to act by Contractor or any of its subcontractor's, shall not relieve the Contractor or any of its subcontractors of any professional responsibility for the services performed.

18. Implementation and Integration Services. Contractor will coordinate all activities, including but not limited to implantation and integration services, inspection, field testing of equipment, monitoring and reporting Contractor's progress with and to City. Contractor will cooperate with and advise City of Contractor's progress and timing schedules for the Project and shall provide City access to Contractor's equipment and facilities for City's inspections of this Project. City shall have the authority to cause Contractor's work to be stopped if such work is not in accordance with **Exhibits A and B**. City shall designate a representative ("City Representative") who shall have the authority to take all actions on behalf of City. Contractor shall direct all notices and other correspondence to the City Representative. Any notices or approvals from City that are not sent by the City Representative shall be subsequently confirmed by the City Representative.

19. Labor and Materials. Contractor shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility related to construction, implementation, and integration services, and transportation services required to complete the Project.

20. Extra Work. In the event Contractor requests a Change Order for extra work requires as a result of conditions which are significantly different from those reasonably anticipated when this Agreement was executed, such request shall be submitted to City in writing and shall be accompanied by the following declaration, signed by the Contractor:

I, Thomas W. Kowalski (name of Contractor's authorized representative) being the President/CEO (title of Contractor's authorized representative) of Urban Transportation Associates (UTA) (Contractor's name) ("Contractor") declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, know its contents, and know said claim is made in good faith; the supporting data is truthful and accurate; the amount requested accurately reflects the Agreement adjustment for which Contractor believes the City is liable. I am familiar with California Penal Code Section 72 and California Government Code Sections 12560 et seq., pertaining to false claims, and I know and understand that submission or certification of a false claim may lead to fines, imprisonment, and/or other severe legal consequences.

Signature

Title

Date

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the City, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

Contractor's disagreement over the amount to be paid for extra work shall not relieve Contractor of the obligation to continue to perform all the Work on the Project as required in **Exhibits A and B**.

21. System Acceptance. On-site system acceptance testing shall include Contractor and City staff, and will occur per the testing plan timetable as specified by the Contractor in its System Acceptance Testing. System acceptance tests will exercise all system components according to an acceptance test plan developed by the Contractor and approved by City.

Tests conducted by the Contractor may not prevent the ongoing operation of City unless previously approved by City. The Contractor shall maintain and submit complete records of all test results.

22. Final Acceptance of Full System Deployment. Final Acceptance for the Full System Deployment ("Final Acceptance") will be granted after thirty (30) calendar days of continuous achievement of the acceptance metrics and error-free production operation of the System from the System Go-Live date.

23. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects or work for which Contractor's services are rendered, or any publicity pertaining to the Contractor's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

24. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Contractor's or its employees' performance of the Services and the Work Product produced. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Services. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

25. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

26. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

- a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Contractor. Upon receipt of a termination notice pursuant to this subsection, Contractor shall promptly discontinue all Services affected, unless the notice directs otherwise.
- b. Termination by City or Contractor: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.
- c. Compensation to Contractor Upon Termination. Contractor shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Contractor's compensation has not become due, Contractor shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Contractor's failure to perform in accordance with the

terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

- d. Effect of Termination. Upon termination of this Agreement, Contractor shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such Work Product for any reason whatsoever.

27. Default/Material Breach. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- a. City's failure to pay Contractor any undisputed compensation due within thirty (30) days after written demand for payment;
- b. Contractor's failure to complete the Project;
- c. Contractor's material breach of any representation or agreement contained herein, and failure to commence actions to correct such breach within thirty (30) days of written notice by City; or
- d. City's material breach of any representation or agreement contained in this Agreement, and failure to commence actions to correct such breach within thirty (30) days of written notice by the Contractor.

28. Insurance. Contractor shall satisfy the insurance requirements set forth in **Exhibit C**.

29. Indemnity and Defense. Contractor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Contractor or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Contractor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

30. Risk of Loss. Contractor shall bear the risk of loss or injury or damage to their work until such time as City has, by written formal acceptance, accepted said work. For the purposes of this section, the work does not include any existing property of City, unless said existing property is modified by the Project. City's acceptance shall occur when the Project has successfully tested and complies with the requirements contained in **Exhibits A and B**. During the time period which Contractor must bear the risk of loss, Contractor shall rebuild, repair, restore, and replace and make good all injuries or damage to such work, and shall bear the expenses thereof, except for such injuries or damages as are occasioned by acts of federal government or public entity., and only to the extent of five percent (5%) of the Agreement amount where such injuries or damages are proximately caused by an act of God within the meaning of California Public

Contract Code Section 7105.

31. Taxes. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

32. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation, or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

33. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service (ex., Federal Express) receipted, and addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

34. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

35. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Contractor's authority is attached as **Exhibit D**.

37. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to

preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

38. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Fresno, California. Contractor shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

39. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

40. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

41. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

42. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two (2) nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

43. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

44. Performance Requirements. Notwithstanding, and in addition to the provisions of, Sections 26 and 27 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Contractor to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Contractor. Contractor shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within twenty-four (24) hours of notice. City shall also have the right to require Contractor to take all necessary

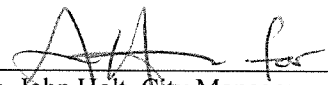
steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Contractor fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

CITY OF CLOVIS

By: _____

By:  _____
John Holt, City Manager

Date: _____

Date: 7-15-22

Party Identification and Contact Information:

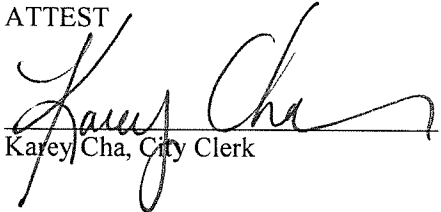
Contractor

Urban Transportation Associates, Inc.
Attn: Thomas Kowalski
President/CEO
4240 Airport Road, Suite 212
Cincinnati, OH 45226
tkowalski@fuse.net
(513) 961-0099

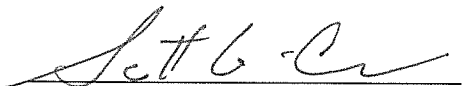
City of Clovis

General Services - Transit
Attn: Bethany Berube
Transit Supervisor
155 N Sunnyside Ave.
Clovis, CA 93612
bethanyb@cityofclovis.com
(559) 324-2771

ATTEST

 _____
Karey Cha, City Clerk

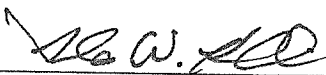
APPROVED AS TO FORM

 _____
Scott G. Cross, City Attorney

steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Contractor fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

By: 

Date: 7/12/22

CITY OF CLOVIS

By: _____
John Holt, City Manager

Date: _____

Party Identification and Contact Information:

Contractor

Urban Transportation Associates, Inc.
Attn: Thomas Kowalski
President/CEO
4240 Airport Road, Suite 212
Cincinnati, OH 45226
tkowalski@fuse.net
(513) 961-0099

City of Clovis

General Services - Transit
Attn: Bethany Berube
Transit Supervisor
155 N Sunnyside Ave.
Clovis, CA 93612
bethanyb@cityofclovis.com
(559) 324-2771

ATTEST

Karey Cha, City Clerk

APPROVED AS TO FORM

Scott G. Cross, City Attorney

EXHIBIT A

DESCRIPTION OF SERVICES

SCOPE OF SERVICES

Automatic Passenger Counter (“APC”) Hardware/Collection Requirements:

- Stand-alone system that integrates with the Computer Aided Dispatch/ Automatic Vehicle Location (“CAD/AVL”) system
- Highly accurate data collection that meets or exceeds Federal Transit Administration (“FTA”) requirements (95%)
- Demonstrates the ability to discriminate between passengers and non-passengers, detect double backs, etc.
- Able to separately count successive passengers that are walking close together, either one behind the other or side by side
- Accurately differentiate between boarding and alighting and eliminate false positive counts
- Automatically compile data by the APC and integrate to the Mobile Data Computer/Vehicle Logic Unit (“MDC/VLU”) in real-time
- Ability to store and forward data if the MDC/VLU loses communications connectivity
- Data will consist of date and time stamp, geo-coordinates, and bus stop locations
- Capability of real-time counts of passengers on board in the event of emergencies for authorities
- Count wheelchair ramp deployment
- Ability to eliminate counting of Operators as passengers
- Approved for National Transit Database (“NTD”) reporting
- System will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission, etc.
- System equipment provided will be transferable to other transit vehicles

APC Data Analysis, Reporting, and Support Agreement

The APC provider will maintain a web-based reporting solution for the City that accurately imports and processes ridership data from their APC system. The reporting solution must generate accurate and user-friendly reports for two primary purposes: 1) service and operations planning, and 2) NTD reporting.

The system must also provide the City with ridership reporting for service and operations planning purposes.

Ridership reporting for this purpose will include, but not be limited to, ridership (totals and average) by month, by day, by route, by trip, etc.

The APC System will also include a Support Agreement for APC Data Analytics, Reporting, and NTD Certification support for a minimum period of five (5) years. The objective of the Support Agreement is to maintain the APC system at a very-high level of performance.

The Support Agreement must provide consulting, training, support, and maintenance of ridership data reported to NTD and the City.

APC Analytics Requirements:

- Conducting data cleansing (data cleaning is intended to remove questionable data)
- Allowing for the adjustment of data (make minor, logical alterations to raw APC data)
- Including a means for geographic analysis of valid APC data (geographic presentation of boardings and alightings by stop)
- Providing the ability to assign unknown boardings and alightings to the stop before or after
- Retaining data rejected for data cleaning for a minimum of ninety (90) days

APC Reporting Requirements:

- Web-based APC reports with an intuitive user interface
- Secure, password-protected web access
- Accurate reports that have been scrubbed of all errant data
- Wheelchair lift use reports
- Customizable ridership reports for specific time periods (annually, monthly, weekly, daily, hourly) and ability to filter data
- Provide up to twenty-five (25) additional customized reports requested by the City at no additional cost.
- Ridership reports that can be aggregated by stop, route, or trip
- Runtime reports to compare scheduled versus actual runtimes between segments, trips, or routes as an aid to tuning schedules
- Ability to export/download reports in Excel, PDF, etc.
- Report capabilities for measures, such as: boardings, alightings, boardings per revenue mile, boardings per revenue hour, boardings per trip, revenue miles, revenue hours, passenger miles, runtime between timepoints, trip runtimes, leaving load from a stop, max trip load point, etc.
- Specific reports for the National Transit Database reporting of unlinked passenger trips (i.e., boardings) and passenger miles travelled for by month and fiscal year using some or all the APC data

30-DAY ROLLING OPERATIONAL TEST

Upon completion of all vehicle and System installations, and to further demonstrate stability, integrity, and reliability prior to Project Signoff, the City and the Contractor will conduct a thirty (30) day Rolling Operational Test. This test is intended to ensure that the System, as installed in the field, works properly as a fully integrated System. Prior to the start of the thirty (30) day Test, all outstanding variances must be corrected, and all training completed. During testing, no adjustments, modifications, or substitutions shall be made to the System by the Contractor, except with the approval of the City.

Functionality tests shall verify that the Contractors' features and functions of the System have been professionally designed and implemented. The following items, as a minimum, shall be included in the Function Tests:

- Testing of the proper functioning of all hardware, both individually and collectively
- Testing of the proper functioning of all software and firmware features and functions
- Testing of all on-board functions
- Testing of all user interface functions
- Verification that System response time requirements have been met
- Verification that System stability and availability is free of problems

The City expects no "down time" to be experienced during the thirty (30) day Rolling Operational Test period, either on any vehicles or as a System. If there is a failure of the System during this time, or if ten percent (10%) of the vehicles experience the same issue, the Contractors will identify and correct the problem. The City, at its sole discretion, will determine if the problem necessitates a resetting of the thirty (30) day Rolling Operational Test.

GTFS (STATIC AND REAL-TIME) REQUIREMENTS

- Ensure compliance with the California Minimum General Transit Feed Specification ("GTFS") Guidelines on an agreed upon schedule with the City.
- Ensure compliance with Mobility Data Interoperability Principles on an agreed upon schedule with the City.
- Provide Real-Time Passenger Load data in appropriate format to CAD/AVL contractor for export to consuming third party applications, such as Google Maps.

SCHEDULE

Tasks	Weeks														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Notice to Proceed															
Kickoff Meeting															
Order and Assembly															
Reporting Software Config															
Installation of Hardware															
Report Customization															
Performance Review															
NTD Certification															
Initial Maintenance & Software Training															

The project schedule can be altered to accommodate City of Clovis' local preferences. UTA will commence hardware installation within one (1) week of Notice of Award. UTA's APC Software and Reporting systems will be installed independently of the on-bus hardware and be fully operational within two (2) weeks after the installations begin.

Notice of Award

Once the Notice of Award is issued, UTA will start assembling parts and scheduling installations to commence in two (2) weeks.

Software Setup

Upon Notice of Award, UTA will start to configure the APC data processing and reporting software. UTA will communicate with City of Clovis Planning and Scheduling staff relative to the schedule and geocoding exports.

Fleet Hardware Installations

Hardware installations will begin two (2) weeks after the Notice of Award. UTA will work with operations and maintenance staff to arrange appropriate locations for staging materials and performing installations.

Software Commissioning

After the initial installation of the APC on-bus hardware, data will be available to configure/test UTA's APC software with current City of Clovis APC data.

NTD Certification - Manual vs APC Analysis

It will be City of Clovis' responsibility to execute Manual Ridechecks on at least Qty=15 City of Clovis Trips operated by APC-equipped buses to be compared with the corresponding APC data in order to assess the accuracy of the APC system. UTA and City of Clovis will execute the Manual/APC comparison in parallel. City of Clovis will inform UTA of the Dates and Bus Numbers on which Manual Ridechecks were performed. UTA will provide processed and raw APC data to City of Clovis for comparison. Upon City of Clovis' receipt of the APC data, City of Clovis will provide copies of the Manual data for UTA review. City of Clovis and UTA will present summaries of the Manual/APC comparisons for review/rationalization. The completed Manual/APC comparison will be included in The City of Clovis' NTD/APC application to FTA.

NTD Certification - Finalize Benchmarking Plan Document

The benchmarking plan documents must be written. In each annual NTD reporting policy manual FTA lists a series of questions which must be answered in this benchmarking plan document. A separate document will need to be written for each mode that will be certified. These documents can start being written before the end of the APC v Manual comparison. Once the documents are finalized and the Manual/APC Ridecheck comparisons are completed, City of Clovis' NTD/APC proposal can be submitted to FTA.

Initial APC User Software/Report Training

Given the priority of NTD certification, it is probably best to focus most of the initial attention on APC analytics on the certification process. However, once the benchmarking plan is submitted, the focus of the project can turn to familiarization and training with the reporting software. Typically, this process takes the form of 1-2 full days of UTA staff meeting with City of Clovis staff at City of Clovis offices to review the many different analytic options present in the UTA reporting software. The exact schedule of this training can be determined by City of Clovis preferences but could take place as soon as the efforts associated with the NTD certification process and all vehicle installations are complete.

Initial Maintenance Training

UTA can start familiarizing and training City of Clovis maintenance staff with the APC system installed on the fleet. Depending on City of Clovis preference and UTA staff availability this can potentially take place during the installation phase(s). A tentative schedule would place the APC maintenance training as soon as City of Clovis desires.

COMPENSATION AND RATES

Contractor shall be compensated according to the following rates/fees:

<u>APC</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
APC Hardware	\$51,268					\$51,268
Setup/Installation	\$6,650					\$6,650
Software	\$18,750					\$18,750
Service/Support/Maintenance	\$0	\$4,500	\$4,500	\$4,725	\$4,961	\$18,686
Training	\$5,500					\$5,500
Spare Parts	\$0	\$1,000	\$1,000	\$1,050	\$1,102	\$4,152
Taxes (7.975%)	\$6,553	\$438	\$438	\$460	\$483	\$8,372
Total APC:	\$88,721	\$5,938	\$5,938	\$6,238	\$6,546	\$113,378

These rates/fees represent the total cost for all Services provided under this Agreement, including labor, equipment, materials, costs and expenses, taxes, and overhead, to be paid for Services satisfactorily performed.

Total compensation, including expense reimbursement, shall not exceed:

CONTRACT TOTAL: \$130,400.00

EXHIBIT B

CONTRACTOR'S PROPOSAL

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Contractor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Contractor shall cause any subcontractor with whom Contractor contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Contractor's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Contractor shall maintain the following types of insurance with limits no less than specified:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Automobile Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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

If Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Contractor grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Contractor shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Contractor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Contractor's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Contractor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Contractor, and the Contractor shall pay the cost thereof to City upon demand, and City shall furnish Contractor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Contractor under this Agreement.

e. Subcontractors. If the Contractor should subcontract all or any portion of the work to be performed in this Agreement, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Contractor to City under this Agreement.

EXHIBIT D SIGNING AUTHORITY

**CITY OF CLOVIS
FIRST AMENDMENT TO
CONTRACT SERVICES AGREEMENT**

This First Amendment to Contract Services Agreement ("First Amendment") is entered into between the City of Clovis, a California general law city ("City") and Urban Transportation Associates, Inc. ("Contractor ") with respect to the following recitals, which are a substantive part of this First Amendment. This First Amendment shall be effective on March 1, 2024 ("Effective Date").

RECITALS

WHEREAS, City and Contractor entered into that certain Contract Service Agreement dated August 1, 2022 ("Agreement") to provide an Automated Passenger Counter System ("APC"), the terms of which are incorporated herein by this reference; and

WHEREAS, Contractor has been diligently undertaking its responsibilities as identified in the Agreement since that time; and

WHEREAS, City has determined that a change in the scope of services is necessary and requested a proposal from Contractor for the desired revised scope of services, which is attached hereto as Exhibit A and incorporated here by this reference; and

WHEREAS, Contractor proposes to perform the revised scope of services for an amount not to exceed Thirty Thousand Two Hundred Ninety-Seven dollars (\$30,297.00), which additional amount is acceptable to City but will result in the total payments to Contractor exceeding the previously authorized amount in the Agreement; and

WHEREAS, City and Contractor desire to amend the Agreement to reflect the changes in the scope of services and the authorized amount payable to Contractor, as provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

AGREEMENT:

1. **Recitals.** The Recitals stated above are true and correct and are a substantive part of this First Amendment.
2. **Change in Scope of Services.** The Services to be performed by Contractor shall be those services described in the Exhibits attached to the Agreement and Exhibit A attached to this First Amendment and incorporated herein by reference.
3. **Increase in Contract Amount.** The payment for Services under the Agreement is increased by Thirty Thousand Two Hundred Ninety-Seven dollars (\$30,297.00), and the total compensation payable to Contractor under the Agreement is amended to not exceed the sum of One Hundred Sixty Thousand Six Hundred Ninety-Seven dollars (\$160,697.00).

4. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement shall remain unchanged and in full force and effect, including all capitalized terms defined in the Agreement unless otherwise defined in this First Amendment, and the Agreement shall be interpreted so as to give full force and effect to this First Amendment.

Now, therefore, the City and Contractor have executed this First Amendment to be effective on the Effective Date provided above.

CONTRACTOR

By: 
Thomas Kowalski, President/CEO

Date: 3/18/24

CITY OF CLOVIS

By: 
John Holt, City Manager

Date: 04/02/2024

Party Identification and Contact Information:

Contractor

Urban Transportation Associates, Inc.
Attn: Thomas Kowalski
President/CEO
4240 Airport Road, Suite 212
Cincinnati, OH 45226
(513) 961-0099

City of Clovis

General Services - Transit
Attn: Bethany Berube
Transit Manager
155 N Sunnyside Ave.
Clovis, CA 93612
(559) 324-2771

ATTEST


Andy Haussler, Interim City Clerk

APPROVED AS TO FORM


Scott G. Cross, City Attorney



Urban Transportation Associates, Inc.

4240 Airport Road
Cincinnati, Ohio 45226

Tel 513.961.0099
Fax 513.961.0132
www.utatransit.net

DATE: 2/12/24

TO: Nick Chin, City of Clovis

FROM: Mike Kowalski, UTA

Cell – 707.834.2625

Email: mike.kowalski@utatransit.net

RE: Quotation #2024011202 - UTA Cost Proposal for Real Time GTFSRT Generation

This is a quote for generating a GTFSRT compliant data stream with real time passenger load information. The primary recipient of this data stream will be the AVL supplier (Passio).

A cost summary is presented below.

Year 1 Cost per Vehicle-Month	\$13
Qty Vehicles	17
Year 1 Cost	\$2,652
Year 2 Cost	\$2,732
Year 3 Cost	\$2,814
Year 4 Cost	\$2,898

Notes:

1. Assumes a (17) vehicle fleet (an additional (3) vehicles expected in early 2024). Costs will only be billed per vehicle-month so if the (3) new vehicles aren't included initially, these real time data costs will not be billed for those additional vehicles.
2. Costs include any necessary troubleshooting and support of the real time data feed.

Exhibit A

AGENDA ITEM NO. 10.



Urban Transportation Associates, Inc.

4240 Airport Road
Cincinnati, Ohio 45226

Tel 513.961.0099
Fax 513.961.0132
www.utatransit.net

DATE: 1/10/2024

TO: Nick Chin, City of Clovis

FROM: Mike Kowalski, UTA

Cell – 707.834.2625

Email: mike.kowalski@utatransit.net

RE: Quotation #2024011001 - UTA Cost Proposal for APC Installation on (3) Cutaway Vehicles

This is a quote for installing an UTA stand-alone system on (3) cutaway vehicles.

A cost summary is presented below.

Item	Cost
APC CPU w/GPS (Model 31)	\$1,693
Sensors (Hella APSB)	\$950
Cables (Hella APSB)	\$1,240
Antenna	\$215
Driver Seat Monitoring	\$200
Equipment Cost per Bus	\$4,297
Tax (7.98%)	\$398
On-Site Installation	\$1,705
Equipment and Labor Cost per Bus	\$6,400
Bus Qty	3
Installation Equipment and Labor Subtotal	\$19,201
Total Cost	\$19,201

Notes:

1. Delivery: Lead times are 6-8 weeks ARO.
2. Costs Do Not Include Bike Rack Sensors – Confirm if this feature is desired.
3. Costs Include One (1) Year Warranty

**CITY OF CLOVIS
SECOND AMENDMENT TO
CONTRACT SERVICES AGREEMENT**

This Second Amendment to Contract Services Agreement ("Second Amendment") is entered into between the City of Clovis, a California general law city ("City") and Urban Transportation Associates, Inc. ("Contractor") with respect to the following recitals, which are a substantive part of this Second Amendment. This Second Amendment shall be effective on August 1, 2025 ("Effective Date").

RECITALS

WHEREAS, City and Contractor entered into that certain Contract Service Agreement dated August 1, 2022 ("Agreement") to provide an Automatic Passenger Counter System ("APC"), the terms of which are incorporated herein by this reference; and

WHEREAS, Contractor and City entered into a First Amendment to the Agreement effective on March 1, 2024 ("First Amendment"), which is incorporated herein by this reference; and

WHEREAS, Contractor has been diligently undertaking its responsibilities as identified in the Agreement since that time and the parties desire to extend the Agreement term an additional two years as authorized in the Agreement; and

WHEREAS, City has determined that additional services are necessary and requested an updated Scope of Services proposal from Contractor to include all services under the Agreement and the additional services desired by the City, the updated Scope of Services is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, Contractor proposes and desires to perform the additional services reflected in the updated Scope of Services for an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00), which additional amount is acceptable to City but will result in the total compensation payable to Contractor exceeding the previously authorized amount in the Agreement; and

WHEREAS, Contractor understands that, if City receives funding from the Federal Transit Administration (FTA), Contractor will cooperate with City to ensure Agreement's compliance with all applicable federal requirements.

WHEREAS, City and Contractor desire to amend the Agreement to reflect the changes in the Scope of Services and the authorized amount payable to Contractor and add a section to reflect the City and Contractors responsibilities to ensure Agreement's compliance with federal requirements as provided herein.

ATTACHMENT 3

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

AGREEMENT:

1. **Recitals.** The Recitals stated above are true and correct and are a substantive part of this Second Amendment.

2. **Extension of the Agreement Term.** The term of the Agreement, as set forth in Section 3 of the Agreement, is hereby extended for two (2) years and shall expire on July 31, 2027, unless otherwise agreed in writing signed by both parties.

3. **Change in Scope of Services.** The Services to be performed by Contractor shall be those services described in the Exhibits attached to the Agreement and Exhibit A attached to this Second Amendment and incorporated herein by reference.

Such changes include the addition of the City's right to purchase additional installations of the Contractor's APC and annual cost for General Transit Feed Specification – Real Time (GTFS-RT) generation as required by the City's public transit system for the term of this Agreement. Contractor hereby acknowledges and agrees to the addition of such terms and Services and the revised compensation rates included in Exhibit A.

Contractor and City understand that the set forth in Exhibit A may change during the term of this Agreement. Any change in compensation shall be subject to the maximum payment for services in Section 4 below, unless otherwise agreed to in writing by the parties.

4. **Payment for Services.** The payment for Services referenced in Section 4 of the Agreement is hereby increased under this Second Amendment by an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00), to account for the additional services reflected in the updated Scope of Services and potential future rate changes. The total compensation payable to Contractor for all Services performed under the Agreement and this Second Amendment shall not exceed the sum of Two Hundred Thirty-Five Thousand Six Hundred Ninety-Seven Dollars (\$235,697.00).

5. **Addition of New Section.** The Agreement is amended to include the following new section, which shall be inserted as Section 45 and shall read as follows:

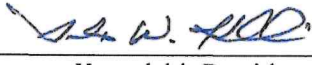
45. **Incorporation of Federal Transit Administration Terms.** In the event the City receives funding from the Federal Transit Administration ("FTA"), and City determines FTA funds will be used to pay compensation to Contractor under this Agreement, the Contractor shall cooperate with the City in amending this Agreement, as City determines to be reasonably necessary, to ensure this Agreement complies with all applicable federal laws, regulations, and requirements when using federal funds.

6. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement and the First Amendment shall remain unchanged and in full force and effect, including all capitalized terms defined in the Agreement and the First Amendment unless otherwise defined in this Second Amendment, and the Agreement shall be interpreted so as to give full force and effect to this Second Amendment.

Now, therefore, the City and Contractor have executed this Second Amendment to be effective on the Effective Date provided above.

CONTRACTOR

CITY OF CLOVIS

By: 
Thomas Kowalski, President/CEO

By: 
Andrew Haussler, City Manager

Date: 7/30/25

Date: 7/31/2025

Party Identification and Contact Information:

Contractor

Urban Transportation Associates, Inc.
Attn: Thomas Kowalski
President/CEO
4240 Airport Road, Suite 212
Cincinnati, OH 45226
(513) 961-0099

City of Clovis

General Services - Transit
Attn: Nick Chin
Transit Manager
785 Third St.
Clovis, CA 93612
nicke@clovisca.gov
(559) 324-2762

ATTEST


Briana Parra, City Clerk

APPROVED AS TO FORM


Scott G. Cross, City Attorney

EXHIBIT A
UPDATED SCOPE OF SERVICES

SCOPE OF SERVICES

Install Automated Passenger Counters (APCs) in additional vehicles as requested by the City.

COMPENSATION AND RATES

Contractor shall be compensated according to the following rates/fees per applicable vehicle:

ITEM	COST
APC CPU w/GPS (Model 31)	\$1,744
Sensors (Hella APSB)	\$979
Cables (Hella APSB)	\$1,277
Antenna	\$221
Driver Seat Monitoring	\$206
Equipment Cost per Vehicle (not including tax)	\$4,426
On-Site Installation	\$1,509
Installation Equipment and Labor Subtotal per Vehicle (not including tax)	\$5,935
Service/Support/Maintenance/GTFS-RT Generation	\$31 per month per vehicle

These rates/fees represent the total cost for all Services provided under this Second Amendment to the original Agreement, including labor, equipment, materials, costs and expense, taxes, and overhead to be paid for Services satisfactorily performed.

Total compensation, including expense reimbursement, for the term of the Agreement, including the extended term by this Second Amendment, shall not exceed:

CONTRACT TOTAL: \$235,697.00



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 18, 2025

SUBJECT: Planning and Development Services – Approval – Waive the City’s formal purchasing process and approve a Consultant Agreement between the City of Clovis and Ascent Environmental, Inc., to assist with implementing the Housing Programs outlined in the Housing Element in the amount of \$200,000; and Authorize the City Manager to sign the agreement.

ATTACHMENTS: 1. Consultant Agreement

RECOMMENDATION

Staff recommend that the City Council approve waiving the formal proposal process and approve a consultant agreement between the City of Clovis and Ascent Environmental, Inc., for assistance in implementing the Housing Programs outlined in the Housing Element; and authorize the City Manager to sign the agreement.

EXECUTIVE SUMMARY

The City contracted with Ascent Environmental, Inc. (Ascent), starting in 2021 through 2024 for the comprehensive update of the Housing Element. The City Council adopted the Sixth Cycle Housing Element (2023-2031) in November 2024, and it was certified by the California Department of Housing and Community Development (HCD) in December 2024.

The Housing Element establishes a framework for addressing the City’s housing needs across all income levels, as defined by the Regional Housing Needs Allocation (RHNA). It includes a series of policies and programs focused on supporting housing production, preservation, and affordability. As part of the adopted Housing Element, the City committed to implementing twenty-nine (29) programs, several of which are already underway.

Staff requires assistance from Ascent to support the design and implementation of some of the programs, as well as providing on-call services as needed throughout the planning period (2023 – 2031). Given Ascent’s extensive experience working with the City and their in-depth knowledge of the Housing Element, staff is also recommending that the City Council waive the formal bidding process and authorize a direct agreement with Ascent for this consultant work.

BACKGROUND

On January 19, 2021, the City Council approved a consultant agreement between the City and Ascent to prepare an update to the Housing Element. This effort spanned three years, from 2021 to 2024, with final certification received from HCD in December 2024.

Throughout the update process, Ascent worked closely with City staff to develop housing policies and programs to respond to the needs of Clovis and HCDs requirements. With their extensive experiences preparing Housing Elements for jurisdictions across California, Ascent provided valuable insight into the challenges other cities have faced and offered strategic guidance to help Clovis navigate HCD's review and approval process. As a result, Ascent developed a Housing Element with programs that aligned with HCD's requirements. This understating of the City's adopted Housing Element makes Ascent uniquely qualified to support the City in the implementation phase.

PROPOSAL AND ANALYSIS

The original consultant agreement with Ascent for the preparation of the Housing Element update is separate from this request. For reference, the contract amount for that work was \$519,355.67.

The Housing Element update was a fixed-scope project with clearly defined tasks and deliverables. In contrast, the implementation phase will require on-call, as needed work. Therefore, the scope of work cannot be precisely delineated at this time. As the City moves forward, staff will lead the implementation process and utilize Ascent on an as needed basis. Ascent will assist the City on implementing the Housing Element programs through the remaining eight (8) year planning period, which may include, but not limited to the following tasks:

- Preparing annual progress reports (APRs) or advising the City on new reporting requirements;
- Serving as a liaison between the City and HCD when HCD advice or consultation is needed;
- Providing strategic guidance on timelines, HCD procedures, and statutory requirements for housing element implementation;
- Preparing zoning text amendments and updating development standards;
- Sharing model ordinances, resources, and best practices from other jurisdictions;
- Development of feasibility studies and visualizations;
- Preparing presentations or reviewing staff reports and associated materials for public hearings and community meetings;
- Studies, reports, and documentation for compliance with the California Environmental Quality Act (CEQA);
- Geographic Information Systems (GIS) mapping and spatial analysis;
- Emailing and attending virtual conference calls with the City to answer questions and provide general support for implementation tasks; and
- Other tasks to be determined.

Because this work is based on evolving needs and does not follow a fixed scope, the scope remains intentionally broad. Ascent's preliminary scope of services and current billing rates are provided in Exhibit A. Because this is a long-term effort, billing rates may be updated annually from the date of contract execution. The proposed not-to-exceed budget for these services is capped at \$200,000. If additional funding becomes necessary as the work progresses, staff will return to the City Council with a request for a contract and budget amendment.

Request to Waive Formal Proposal Process

The City's Purchasing Ordinance (Municipal Code Section 2.7.08(b)) provides that consulting services may be obtained without requiring the formal bidding procedure, but staff is to request written proposals from at least three potential vendors, if available, and the consultant shall be selected in accordance with the City's Purchasing Manual and approved by the Council. However, pursuant to Section IV, C of the Purchasing Manual, the City Council retains the right to waive the City's purchasing procedures.

Staff recommends that the City Council waive the formal purchasing procedures for the proposed consultant selection and contract with Ascent to provide as needed support for implementation of the City's Housing Element programs. This recommendation is based on the following considerations:

1. Unique Qualifications and Continuity of Work

Ascent served as the lead consultant for the City's recent Housing Element update, working closely with staff from 2021 through 2024. Their direct involvement in preparing the certified Housing Element gives them an unparalleled understanding of the policies, programs, and local context for the implementation work. Ascent also assisted the City in the fourth and fifth Housing Element Cycles. This institutional knowledge and established working relationships with staff cannot be easily replicated by a new consultant without incurring significant time and cost for onboarding. Utilizing Ascent ensures continuity, efficiency, and consistency between the adopted plan and its implementation.

Additionally, Ascent brings specialized knowledge of state housing laws, HCD expectations, and implementation strategies that are beneficial to ensuring compliance with state mandates. Their experience supporting other jurisdictions with similar efforts, combined with their proven ability to navigate HCD's complex requirements, positions them uniquely to support Clovis in this effort.

2. Time Sensitivity

The implementation of the Housing Element programs is subject to deadlines outlined in the individual programs approved by HCD. Delays in securing a qualified consultant could jeopardize the City's ability to meet those requirements.

3. Cost and Administrative Efficiency

Initiating a formal procurement process would incur additional administrative costs and staff time without clear benefit, given that Ascent is already uniquely qualified and prepared to begin the work immediately. Entering into a direct agreement streamlines

the process, reduces duplication of effort, and allows the City resources to be directed toward implementation rather than procurement and onboarding.

Waiving the formal purchasing procedures is beneficial to the City, as it allows for the retention of a consultant with in-depth knowledge of the City's Housing Element, experienced in housing program implementation, and a strong understanding of HCD requirements. This approach ensures the efficient use of resources, avoids unnecessary delays, and streamlines the implementation process.

FISCAL IMPACT

The proposed budget for this effort is \$200,000 and would occur throughout the remainder of the eight (8) year planning period of the Housing Element. The cost for this work will be covered by the City's General Plan Consultant funds. The contract will be updated on an as needed basis.

REASON FOR RECOMMENDATION

Adoption and certification of the Housing Element was a critical step into compliance with the state laws; however, continued compliance now depends on the effective implementation of the programs outlined in the Housing Element. Ascent has significant experience assisting the City with past Housing Elements and played a key role in developing the current Housing Element and will be an invaluable resource in supporting the successful implementation of its programs.

ACTIONS FOLLOWING APPROVAL

Upon approval and execution of the contract, staff will begin coordinating with Ascent to initiate the work required for implementation of the Housing Element programs.

CONFLICT OF INTEREST

None.

Prepared by: Lily Cha, Senior Planner

Reviewed by: City Manager *AK*

CITY OF CLOVIS CONSULTANT SERVICE AGREEMENT

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and Ascent Environmental, Inc. ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on August 18, 2025 ("Effective Date").

RECITALS

- A. City desires to obtain, on an as-needed basis, services related to the implementation of Housing Programs outlined in the Housing Element ("Services") as described in the Consultant's proposal attached hereto as **Exhibit A** and incorporated herein by reference.

- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.

- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

- 1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.

- 2. Priority and Conflicts; Exclusions. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.

- 3. Term of Agreement; Commencement of Services; Schedule. The term of this Agreement shall commence on August 18, 2025, and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. This Agreement shall terminate on April 30, 2032, unless extended beyond that date by mutual consent of the Parties, for a period not exceeding 1 year. This Agreement may be terminated prior to the end of the term pursuant to Section 18 herein.

- 4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in Consultant's Proposal, which is set forth in **Exhibit A**, as applicable. The total amount paid by City to Consultant shall not exceed Two Hundred Thousand Dollars (\$200,000).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant

within thirty (30) days after receipt of invoice.

Consultant's rates, as identified in Exhibit A, may be subject to adjustment no more than once annually, upon mutual written agreement of both parties. Any proposed rate adjustment must be submitted in writing by Consultant at least thirty (30) days prior to the proposed rate effective date and shall be subject to review and approval by the Planning and Development Services Director. Approved adjustments shall be documented in an amendment to this agreement.

5. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards.

7. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

8. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

9. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

10. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in

connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

11. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects or work for which Consultant's services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

12. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

13. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

14. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

15. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

16. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

17. Indemnity and Defense. Consultant hereby agrees to indemnify and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) but only to the extent actually caused by the negligent acts, errors, or omissions of Consultant or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

18. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

20. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

21. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.
22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.
24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.
26. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.
27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.
28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
29. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of

legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

30. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF CLOVIS

By: _____
Christine Babla, AIA, AICP, LEED AP, Principal

By: _____
Andrew Haussler, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant

Ascent Environmental, Inc.
Attn: Christine Babla, AIA, AICP, LEED AP
Principal
455 Capitol Mall, Suite 300
Sacramento, CA 95814
Email: Christine.Babla@ascent.inc
Phone: (619) 366.3468

City of Clovis

Planning and Development Services
Attn: Lily Cha, MPA, AICP
Senior Planner
1033 Fifth Street
Clovis, CA 93612
Email: lilyc@clovisca.gov
Phone: (559) 324-2335

ATTEST

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

EXHIBIT A

CONSULTANT PROPOSAL

June 2, 2025

Lily Cha-Haydostian
City of Clovis
1033 Fifth Street
Clovis, CA, 93612
via email: lilyc@clovisca.gov

Subject: Proposed Scope of Work and Budget for As-Needed Implementation Support for the City of Clovis Sixth Cycle Housing Element

Dear Lily:

We are pleased to provide you with a proposed scope of work and budget to provide as-needed implementation support for the City of Clovis Sixth Cycle Housing Element. Please do not hesitate to contact us if you have any questions, would like to discuss this request further, or require additional information. We look forward to continuing to work with you to support implementation of your housing element.

Sincerely,



Chelsey Norton Payne, AICP
Project Director
p: 916.306.2621
e: Chelsey.Payne@ascent.inc



Christine Babla, AIA, AICP, LEED AP
Principal
p: 619.366.3468
e: Christine.Babla@ascent.inc

Attachments:

- A Scope of Work
- B Cost Proposal
- C Ascent Rate Schedule (2025)

Exhibit A

ATTACHMENT A

PROPOSED SCOPE OF WORK FOR AS-NEEDED IMPLEMENTATION SUPPORT FOR THE CITY OF CLOVIS SIXTH CYCLE HOUSING ELEMENT

INTRODUCTION

Based on our understanding of the City's goals, we have developed a scope of work and budget for as-needed housing element implementation support.

Task 1: Housing Element Implementation Support

Ascent will work with the City on an as-needed basis to assist with implementation of housing element programs. This may include, but is not limited to the following potential tasks:

- Preparing annual progress reports (APRs) or advising the City on new reporting requirements;
- Serving as a liaison between the City and the California Department of Housing and Community Development (HCD) when HCD advice or consultation is needed;
- Providing strategic guidance on timelines, HCD procedures, and statutory requirements for housing element implementation;
- Preparing zoning text amendments and updating development standards;
- Sharing model ordinances, resources, and best practices from other jurisdictions;
- Development feasibility studies and visualizations;
- Preparing presentations or reviewing staff reports and associated materials for public hearings and community meetings;
- Studies, reports, and documentation for compliance with the California Environmental Quality Act (CEQA);
- Geographic Information Systems (GIS) mapping and spatial analysis;
- Emailing and attending virtual conference calls with the City to answer questions and provide general support for implementation tasks; and
- Other tasks to be determined.

Task 2: Management, Meetings, and Related Coordination

This task includes project management and administrative support for the duration of the contract and will be estimated at a standard rate of fifteen percent (15%) of the total labor budget of a task order. This includes time to coordinate on task orders, develop scopes of work and budgets for individual task orders, prepare monthly invoices and progress reports, and perform other administrative tasks to ensure successful management of the project.

ATTACHMENT B
COST PROPOSAL
AS-NEEDED IMPLEMENTATION SUPPORT FOR
THE SIXTH CYCLE HOUSING ELEMENT
CITY OF CLOVIS

As-needed services shall not exceed **\$200,000**, to be billed on a time and materials basis. The proposed billing rates are shown in Attachment C, and are based on Ascent's standard rates. Rates apply to the 2025 calendar year, and are updated annually or as allowed by the contract terms. Budget augmentations and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.

ASSUMPTIONS.

1. **Time and Materials:** Work is authorized on a time-and-materials basis and will be billed monthly.
2. **Billing Rates.** Ascent's current billing rates for the 2025 calendar year are included in Attachment C. Any budget augmentations or contract amendments in subsequent years will be calculated using updated billing rates, unless precluded by contract terms.

ATTACHMENT C

Ascent Rate Schedule (2025)

Labor Classification	Billing Rate
<i>Principals</i>	
Principal III	\$350
Principal II	\$315
Principal I	\$295
<i>Project Managers</i>	
Senior Project Manager III	\$275
Senior Project Manager II	\$255
Senior Project Manager I	\$220
Project Manager II	\$190
Project Manager I	\$175
Assistant Project Manager	\$155
<i>Project Directors and Technical Specialists</i>	
Director III	\$300
Director II	\$285
Director I	\$270
Environmental Planner III/ Specialist III	\$265
Environmental Planner II/Specialist II	\$250
Environmental Planner I/Specialist I	\$240
Senior Planner III/ Urban Design III	\$220
Senior Planner II/ Urban Design II	\$205
Senior Planner I/ Urban Design I	\$195
<i>Technical Staff</i>	
Environmental Planner/Specialist III	\$220
Environmental Planner/Specialist II	\$210
Environmental Planner/Specialist I	\$195
Planner III / Designer III/ Env Planner III	\$175
Planner II / Designer II/ Env Planner II	\$155
Planner I/ Designer I/ Env Planner I	\$140
Asst Planner II/ Asst Designer II/ Asst Env Planner II	\$130
Asst Planner I/ Asst Designer I/ Asst Env Planner I	\$115
<i>GIS and Graphic Support</i>	
Senior GIS Specialist	\$195
GIS Specialist	\$160
GIS Staff	\$140
Graphics Manager	\$150
Graphics Specialist	\$130
<i>Document Production and Technical Editing</i>	
Technical Editor	\$155
Document Production Manager	\$150
Senior Publishing Specialist	\$140
Publishing Specialist	\$130

Billing, Project Support, and Project Assistants

Project Accountant, Contracts Administrator	\$150
Office Administrator, Project Assistant, Admin Assistant	\$115
Intern	\$90

**Ascent's labor rates are subject to an annual increase of 4%.*

Direct Costs	Rates
Reproduction: 8½" by 11"	\$0.07/page (b/w); 0.26/page (color)
Reproduction: 11" by 17"	\$0.14/page B&W; \$0.52/page color
Reproduction: Plotter	\$5/square foot in-house, or as incurred
Reproduction: CDs	\$10/disc
Automobile Mileage (IRS rate in effect)	\$0.67
Noise Meter	\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
GPS Unit	\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
Bat Detector (Echo Meter Touch for iOS)	\$50/full day, \$200/week
Bat Detector (Song Meter SM4Bat FS)	\$125/full day, \$500/week
Spotting Scope	\$50/day, \$200/week
Lodging and/or Per Diem	Government rates or as negotiated
Subcontractors; Other Direct Costs	5% mark-up; as incurred

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit B**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim and \$2,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

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

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: August 18, 2025

SUBJECT: Police - Approval - Res. 25 - ____, Authorizing the Police Chief to execute the 2025-2026 Department of Alcoholic Beverage Control Alcohol Policing Partnership Grant Agreement and amend the Police Department budget to reflect the award of \$78,423.

ATTACHMENTS: 1. Res 25 - ____
2. Copy of Grant Award Letter

RECOMMENDATION

For the City Council to authorize the Police Chief to execute the grant agreement with the Department of Alcoholic Beverage Control; and for the City Council to approve a resolution amending the 2025-2026 Budget for the Police Department to reflect the grant award in the amount of \$78,423.

EXECUTIVE SUMMARY

The Clovis Police Department has been awarded a grant through the Department of Alcoholic Beverage Control in the amount of \$78,423 to reduce the number of violations at ABC-licensed establishments and reduce minors' access to alcohol through a combination of enforcement and education. Grant funds will primarily offset personnel costs, allowing the Police Department to staff focused enforcement details utilizing minor decoy operations, shoulder tap operations, licensee inspections, and community education.

BACKGROUND

The Police Department applied for the Department of Alcoholic Beverage Control Police Partnership Grant. Through a competitive application process, the Police Department has been awarded funds to be used for enforcement activities resulting in greater compliance by local businesses and a reduction in alcohol-related crime at ABC-licensed establishments.

FISCAL IMPACT

Acceptance of this grant is not expected to have any impact on the allocation of funds in the police department's 2025-2026 budget. The Police Department will utilize grant funds to pay for all overtime costs for officers to work enforcement and education details. All details will be staffed with overtime and will not pull resources from other patrol responsibilities. Some

administrative activities associated with the grant will be conducted during the program manager's regular duty hours.

REASON FOR RECOMMENDATION

The Department of Alcoholic Beverage Control requires the Clovis City Council's approval to execute the grant agreement and amend the Police Department's 2025-2026 budget to reflect the award.

ACTIONS FOLLOWING APPROVAL

Staff will submit the approved resolution and execute the agreement. After the Council's approval, the 2025-2026 police department budget will be amended as described.

CONFLICT OF INTEREST

None.

Prepared by: Sandi Macy, Management Analyst

Reviewed by: City Manager AM

RESOLUTION 25-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL GRANT AGREEMENT AND AMEND THE
2025-2026 POLICE DEPARTMENT BUDGET**

WHEREAS, the City Council of the City of Clovis approved the 2025-2026 Budget on June 16, 2025; and

WHEREAS, the Police Department has been awarded \$78,423.00 from the Department of Alcoholic Beverage Control for the Grant Assistance Program; and

WHEREAS, the City Council determines that these expenditures are necessary; and

WHEREAS, it is agreed, that any liability arising out of the performance of the contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaims responsibility for any such liability.

NOW, THEREFORE, BE IT RESOLVED that the City of Clovis hereby authorizes the Chief of Police to execute the Alcoholic Beverage Control Alcohol Policing Partnership grant agreement.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City of Clovis that the 2025-2026 Budget be amended as provided in Attachment A, "Summary of Expenditures."

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 18, 2025, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY DEPARTMENT

DEPARTMENT

POLICE	\$78,423
TOTAL DEPARTMENT	\$78,423

SUMMARY OF EXPENDITURES BY FUND

GENERAL FUND	\$78,423
TOTAL FUND	\$78,423

All expenditures will be out of the grant budget 56300.

**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500

June 2, 2025

Chief Curt Fleming
Clovis Police Department
1233 Fifth Street
Clovis, CA 93612

Dear Chief Curt Fleming:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive a 2025/2026 Alcohol Policing Partnership (APP) grant. We look forward to working with your department to meet the goals and objectives in your proposal.

A grant agreement will be forthcoming in the next couple of weeks which requires a resolution from your agency's governing body. A sample resolution was included in the Request for Proposal packet. ***Due to the fact that these resolutions typically have to be on your governing body's calendar, we ask that you do so as soon as possible.***

We will be hosting a two and half day training conference beginning at 8:30 am on July 15, 2025 and ending at approximately 12:00 pm on July 17, 2025. This conference offers valuable training in alcohol enforcement and serves as an excellent opportunity for the representatives from your agency to meet our ABC staff and share information with other law enforcement agencies from across the State.

This year the conference will be held at the Embassy Suites Anaheim South, 11767 Harbor Blvd., Garden Grove, CA 92840. The conference will accommodate up to two sworn attendees from each agency. It is recommended that your sworn Project Director and an officer/deputy assigned to the grant program attend. There is a \$325 registration fee per person to attend the conference. This fee is reimbursable through the grant.

Enclosed is the conference registration form to be filled out and returned by **June 14, 2025.**

A block of rooms at a special conference rate of \$189 plus tax/fees has been reserved for grant agency participants.¹ **Please note that all attendees must make**

¹ Based on State regulations we are unable to reimburse agencies that are within a 50 mile radius from the Embassy Suites Anaheim South. The distance is based on the agency's physical headquarters address. Agency(s) that fall in this category are: **Buena Park PD, Downey PD, Fontana PD, Fullerton PD, Huntington Park PD, Inglewood PD, Long Beach PD, Los Angeles PD, Ontario PD, Orange CO, Riverside PD, Upland PD/Clairemont PD and Westminster PD.** Travel reimbursable costs for the aforementioned agency(s) will be limited to the registration fee only.

reservations by the hotel deadline of June 14, 2025, to guarantee the special room rate or availability.

Space at the hotel is limited and late registrants will have to find their own accommodations.

Participants can go to the following website to make reservations.
<https://www.hilton.com/en/attend-my-event/laxgdes-926-94195dc8-5c1b-403b-a075-e851ce54ec88/>

Due to the short time frame for registering at the hotel, your prompt attention is appreciated. The special room rate will only be available until **June 14, 2025**, or until the group block is sold out, whichever comes first.

If you have any questions, please email Kristine Okino, Grant Coordinator at Kristine.okino@abc.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Frank', is written over a horizontal line.

Francisco (Frank) J. Robles
Chief Deputy Director

Enclosure

Cc: Cpl. Sean O'Brien , Project Director



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: August 18, 2025

SUBJECT: Consider various actions Related to Tobacco Retailer Violations and Hearing Officer Authority.

a. Consider Introduction – Ord. 25-____, Amending Chapter 5.28 to Title 5 of the Clovis Municipal Code relating to Appeals.

b. Consider Introduction – Ord. 25-____, Amending Chapter 5.35 to Title 5 of the Clovis Municipal Code relating to Tobacco Retailers.

Staff: Sean O'Brien, Police Corporal

Recommendation: Approve

ATTACHMENTS: 1. Ord. 25-____ Related to Appeals
2. Ord. 25-____ Related to Tobacco Retailers

RECOMMENDATION

Consider various actions for the City Council to approve the introduction of Ordinance amending Chapters 5.28 and 5.35 of the Clovis Municipal Code to clarify the fines associated with violations at tobacco licensed businesses as well as clarifying limitations on hearing officer's decisions to establish whether a violation has occurred or not.

EXECUTIVE SUMMARY

The Police Department, in conjunction with the City Attorney's office, prepared the proposed amendments to the Clovis Municipal Code for clarifying fines and penalties associated with violations occurring at Tobacco Retailer's locations within the City of Clovis as explicitly allowed by state law. This amendment will also clarify the limitations of the appeal hearing officers decisions to that of establishing whether a violation of the municipal code has occurred as alleged. This allows staff to use discretion and take hardships and any other pertinent information into consideration in determining appropriate fines at the conclusion of appeal hearings.

The proposed amendments in brief are:

- Amending of verbiage in section 5.35.15 stipulated fine in lieu of hearing; subsections (a) and (b). This allows discretion at the time a citation is issued for officers to issue monetary fine and/or a suspension.
- Clarifies fine amounts for all involved parties.
- Amending section 5.28.104, clarifying the limitations of a hearing officer's decision.

BACKGROUND

Clovis municipal code Chapter 5.35 was approved and went into effect in June 2024. All active tobacco businesses were given at least 90 days to come into compliance. Starting in September 2024 enforcement action began at the city level. Since September 24, 2024, the Clovis Police Department has issued more than 40 citations. There have only been about five businesses that were repeat offenders since implementation of the ordinance. Currently, all businesses that have had enforcement actions taken are in compliance with issues that have been addressed. Since beginning enforcement, we found that section 5.35.15 (Stipulated fine in lieu of hearing;) only addressed the tobacco retailer and not every person, primarily employees, who may be violators but are not owners. We have also found that using discretion and forgoing the tobacco retail license suspension in most cases has fostered a better working relationship with most businesses. Some repeat offender businesses came into compliance when suspensions were issued.

The majority of the appeal hearings that have been requested related to tobacco enforcement have been from employees. On multiple occasions, hearing officers presiding over these appeals hearings have taken it upon themselves to unilaterally lower the fine amounts in consideration of the appellant's claimed hardships. The amendments to sections 5.28.104 will clarify that the hearing officers' decisions are limited to determining whether a violation of the ordinance has occurred. This will allow City staff to exercise their discretion (as opposed to the hearing officer) to take financial hardships and other factors into account and ensure equal application of penalties when appeals are filed separately by the business and the employee and heard by different appeals hearing officers.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The proposed ordinance amendment will enhance the City's ability to enforce compliance with federal, state, and local laws intended to regulate tobacco sales and use; and to prevent the illegal sales of tobacco products to minors while ensuring equal enforcement of penalties at the outcome of hearings.

ACTIONS FOLLOWING APPROVAL

Staff will implement the code amendments and enforce the code.

CONFLICT OF INTEREST

None.

Prepared by: Sean O'Brien, Police Corporal

Reviewed by: City Manager AM

ORDINANCE 25-__**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING
SECTION 5.28.104 OF CHAPTER 5.28 TO TITLE 5 OF THE CLOVIS MUNICIPAL
CODE RELATING TO APPEALS**

NOW THEREFORE, the City Council of the City of Clovis does ordain as follows:

Section 1. Section 5.28.104 of Chapter 5.28 of Title 5 of the Clovis Municipal Code is hereby amended to read as follows:

5.28.104 – Appeals.

The owner or any other person interested in the property, land, or lots affected by the abatement notice set forth in Section 5.28.102 may file an appeal with the City Clerk subject to the following procedures:

- (a) Appeal in writing. The appeal shall be in writing. The appeal shall state the basis for the appeal with sufficient specificity so that the hearing officer or Board of Appeals can understand the basis for the appeal and shall include the name, address, and telephone number of the person filing the appeal.
- (b) Time to appeal: Weeds, rubbish, and dangerous material. For weeds, rubbish, and dangerous material the appeal shall be received by the City Clerk within ten (10) days after the date of the notice.
- (c) Time to appeal: Other nuisances. For all other violations, the appeal shall be received by the City Clerk within thirty (30) days after the date of the notice.
- (d) Dismissal of appeal. Appeals not timely filed or not setting forth the basis for the appeal shall be dismissed.
- (e) Board of Appeals. For building and fire code violations, including codes incorporated by reference, appeals shall be heard by a Board of Appeals established as follows:
 - (i) Board of Appeals for California Fire Code. The Board of Appeals shall consist of three (3) members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems, and are not employees of the City. The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Fire Code Official shall serve as Clerk to the Board.

- (ii) Board of Appeals for California Building and Related Codes incorporated by reference and for dangerous buildings. The Board of Appeals shall consist of three (3) members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the City. The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Building Official shall serve as Clerk to the Board.
- (f) Hearing officer. For all other violations, appeals shall be heard by a hearing officer appointed by the City Manager. The hearing officer's decision shall be limited to determining whether the violation(s) occurred and whether the recipient of the administrative citation has caused or maintained the violation(s) on the date(s) specified in the administrative citation or is otherwise a responsible party.
- (g) Timing of appeal and abatement. The hearing on an appeal from an abatement notice shall be held prior to the abatement except in those circumstances where the enforcement official has determined that the nuisance condition(s) present an imminent danger to the public, including, but not limited to, hazardous materials, or where the time of year increases the potential for a fire. In those circumstances the appeal hearing may be held after the abatement."

Section 2. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption, and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

Section 4. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

APPROVED: _____, 2025

Mayor

City Clerk

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The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on _____, 2025, and was adopted at a regular meeting of said Council held on _____, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: _____, 2025

City Clerk

ORDINANCE 25-__**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING
SECTION 5.35.14 OF CHAPTER 5.35 TO TITLE 5 OF THE CLOVIS MUNICIPAL
CODE RELATING TO TOBACCO RETAILERS**

NOW THEREFORE, the City Council of the City of Clovis does ordain as follows:

Section 1. Section 5.35.14 of Chapter 5.35 of Title 5 of the Clovis Municipal Code is hereby amended to read as follows:

5.35.14 – Other penalties.

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

- (a) Violations of this Chapter may, in the discretion of the City Attorney, be prosecuted as infractions or misdemeanors.
- (b) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation.
- (c) Tobacco products, drug paraphernalia, and any other products or items offered for sale or exchange in violation of this Chapter are subject to seizure by the Department, its agents, or any peace officer and shall be forfeited after the proprietor or any other owner of the seized property is given notice and opportunity to appeal pursuant to Section 5.35.13. Forfeited items shall be destroyed after internal appeals have been exhausted or waived and the time in which to seek judicial review pursuant to Code of Civil Procedure section 1094.6 has expired, or if such judicial action is filed, after judgment in that action becomes final.
- (d) Violations of this Chapter are hereby declared to be public nuisances.
- (e) In addition to any other remedy authorized by law, any person or proprietor who violates this Chapter may be subject to the following administrative fines:
 - (1) After a first violation, an administrative penalty of \$1,000; and
 - (2) After a second violation within any sixty (60) month period, an administrative penalty of \$5,000 per violation.”

Section 2. Section 5.35.15 of Chapter 5.35 of Title 5 of the Clovis Municipal Code is hereby deleted in its entirety, and Section 5.35.16 is now renumbered to 5.35.15.

Section 3. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption, and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

Section 4. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

APPROVED: _____, 2025

_____ Mayor	_____ City Clerk
* * * * *	* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on _____, 2025, and was adopted at a regular meeting of said Council held on _____, 2025, by the following vote, to wit:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

DATED: _____, 2025

 City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: August 18, 2025

SUBJECT: Workshop – Planning 101 session on the City’s annexation process and planning entitlement procedures.

Staff: George González, City Planner

Recommendation: Receive and File

ATTACHMENTS: None.

City Planner George González will provide a verbal presentation on this item.

Please direct questions to the City Manager’s office at 559-324-2060.