CITY of CLOVIS

Agenda • City Council Meeting

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

August 17, 2026 | 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 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 location listed above. Members of the public may observe and participate in City Council meetings through any of the following methods:

1. Attend In Person: Attend the meeting at the physical location listed above.

2. View the Meeting Online: View the meeting in a non-participatory capacity through the live webcast available at ClovisCA.gov/agendas or on the City's YouTube channel.

3. Participate Remotely: Members of the public may participate remotely through Webex. Click on the link below for information regarding registration, access, and participation instructions:

Click Here To Register Through Webex

In the event of a disruption that prevents the City from broadcasting the meeting or receiving remote public comment, the City will comply with applicable provisions of Gov. Code § 54953.4 and City policy governing remote participation and technological disruptions.

4. Written Comments: Members of the public may submit written comments through the online agenda portal at ClovisCA.gov/agendas. Please see the instructions below:

- Please submit written comments through the online agenda portal at ClovisCA.gov/agendas no later than 4:00 PM.
- Please submit a separate form for each agenda item.
- A copy of your written comment will be provided to the City Council and will identify the agenda item. If you wish to make a verbal comment, please see the instructions above.
- Written comments that do not identify an agenda item will be included under general public comment.
- Please Note: written comments received after 4:00 PM may not be provided to the City Council during the meeting. All written comments received before the close of the meeting will be included in the official record.

Campaign Contribution Prohibition 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 - Mayor Pro Tem Pearce

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 10, 2026, Meeting.
2. Administration – Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, Q4 April - June 2026.
3. Administration - Authorize the City Manager to execute the FY 2026-27 Agreement up to an amount of $50,000, between the City of Clovis and the Economic Development Corporation Serving Fresno County (EDC).

4. Administration – Approval – Res. 26-___, Amending the Conflict of Interest Code list of Designated Employees.
5. Administration - Approval – Request from California Classic Cares for Temporary Closure of Streets Located Adjacent to the California 9/11 Memorial to Hold a 5K Event on September 5, 2026.
6. General Service – Approval – Res. 26-____, 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)
7. Planning and Development Services – Approval – Bid Award for CIP 22-04 Shaw Avenue Widening Phase 2 to Avison Construction, Inc., in the amount of $7,038,633.00; and Authorize the City Manager to execute the contract on behalf of the City.
8. Planning and Development Services – Approval – Final Acceptance and Authorization to Record the Notice of Completion for CIP 26-02 ADA Curb Return Ramps for a Final Contract Cost of $210,466.83.

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.

9. Consider items associated with Ordinance Amendment 2026-002 and the Multiple-Family Residential Design Standards. City of Clovis, applicant.

   a. Consider Approval - Res. 26-___, A Resolution adopting an exemption from further environmental review under the California Environmental Quality Act Guidelines section 15061, subdivision (b)(3) for Ordinance Amendment 2026-002 and the Multiple-Family Residential Design Standards.

   b. Consider Introduction - Ord. 26-___, OA2026-002, An ordinance amending section 9.32.040 of the City's Development Code to modify the parking requirements for multifamily dwellings.

   c. Consider Approval - Res. 26-___, A Resolution approving an amendment to the Multiple-Family Residential Design Standards.
   Staff: McKencie Perez, City Planner
   Recommendation: Continue to a date uncertain

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

10. Receive and File - Presentation by the Fresno County Economic Development Corporation – Comprehensive Economic Development Strategy (CEDS) 2025–2030 and Workforce Development Program Update.
    Staff: Chad McCollum, Economic Development, Housing and Communications Director
    Recommendation: Receive and File

11. Consider Adoption - Ord. 26-06, R2024-002, An ordinance of the City Council approving a rezoning of 15 parcels instead of the originally requested 20 parcels from various zone districts to the R-3 (Multi-family High Density) and R-4 (Multi-family Very High Density) zone districts. (Vote: 4-1, with Mayor Pro Tem Pearce voting no)
    Staff: Briana Parra, City Clerk

Recommendation: Adopt

Council Items

12. Consider Approval – Designation of Voting Delegate and Alternate for the League of California Cities' Annual Conference and Business Meeting, September 23–25, 2026.
    Staff: Andrew Haussler, City Manager
    Recommendation: Approve

City Manager Comments

Council Comments

Closed Session

A "closed door" (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

13. Government Code Section 54956.8
    CONFERENCE WITH REAL PROPERTY NEGOTIATORS
    Property: APN 563-070-61T (NWC of Houston and Burgan Avenues)
    Negotiating Parties: Qingmeng Li
    Under Negotiation: Price and Terms

Reconvene into Open Session and Report from Closed Session

Adjournment

Future Meetings

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

Sept. 8, 2026 (Tue.)
Sept. 14, 2026 (Mon.)
Sept. 21, 2026 (Mon.)

CITY of CLOVIS

City Council Meeting • Minutes

August 10, 2026 **6:00 PM** **Council Chamber**

Call to Order- The meeting was called to order by Mayor Mouanoutoua at 6:00 PM.

Flag Salute - Flag Salute led by Councilmember Bessinger

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

Public Comments
Bill Scott, resident, spoke in opposition to bike-lane and transportation policies and government spending, and defended Mayor Pro Tem Pearce and her positions on several issues.

Dez Martinez raised concerns about the City's handling of its affordable housing trust funds and the lack of progress on affordable housing projects.

Setler Brown spoke about leadership and encouraged Councilmembers to be respectful, work together, and avoid divisive rhetoric in public and on social media.

Cindy spoke in support of affordable housing and housing choice, emphasizing that low-income, elderly, and disabled residents should have the same opportunity to live in Clovis.

Michael Masuda introduced himself as a candidate for California's 5th Congressional District and invited the community to an upcoming town hall at Dry Creek Park.

Consent Calendar
Upon call, there was no public comment.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

1. Minutes from the August 3, 2026, City Council Meeting.
2. General Services – Approval – **Res. 26-83**, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt the Senior Waste Recycling Maintenance Worker Classification with a Salary Range of $5,929 to $7,206 per month.
3. General Services – Approval – **Res. 26-84**, Renewing Medical Plan Options for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan.

Public Hearings

4. Consider various items associated with approximately 54 acres of land located throughout the City of Clovis for the Infill Rezone Program, S C Ellis Investment Property LP, Cygnus 3 LLC, Bayrakdarian Ishkhan Trustee, John Gregory Development Co., Inc., Attia Amin Kamal, Sultan Intisab and Noreen Intisab Trustees, HRC Enterprises I LP, Central California Conference Association of the Seventh Day Adventists, Perry and Katherine Dictos Trustees, John and Debby Bettencourt, Clovis Unified School District, Robin M. Rogers Trustee, Afarin Karimkhanzand, Allegiant YB Investment LLC, Kenneth E. Crawford, David A. Ogden Trustee, and Kaleka Aaronjit Singh and Gurpreet Brar, property owners; City of Clovis, applicant. Continued from July 6, 2026.

   a. Consider Approval — **Res. 26-85,** A resolution of the City Council adopting an Environmental Assessment pursuant to Government Code Section 65759 for General Plan Amendment 2024-003 and Rezone 2024-002.

   b. Consider Approval — **Res. 26-86**, GPA2024-003, A resolution of the City Council approving amendments to the General Plan and associated specific/master plans to re-designate 20 parcels from various land use designations to the High Density Residential (20.1-30.0 dwelling units per acre) and Very High Density Residential (25.1-43.0 dwelling units per acre) land use designations.

   c. Consider Introduction — **Ord. 26-06**, R2024-002, An ordinance of the City Council approving a rezoning of 20 parcels from various zone districts to the R-3 (Multi-family High Density) and R-4 (Multi-family Very High Density) zone districts.

The following members of the public addressed the Council on the above item: Kiran Jones; Pragati Desai; West Viets; Jenny Daily; Mike Lawski; Dez Martinez; Ashley; Matt Britter; Angie Isaac; Berry Mott; Joanne; David Litman; Steve Gettman; and Cindy.

Motion by Councilmember Basgall, seconded by Councilmember Ashbeck, to approve the resolution adopting an Environmental Assessment pursuant to Government Code Section 65759 for General Plan Amendment 2024-003 and Rezone 2024-002, as presented. Motion carried by unanimous vote.

Motion by Councilmember Basgall, seconded by Councilmember Ashbeck, to amend the resolution approving amendments to the General Plan and associated specific/master plans to re-designate 20 parcels from 20 to 15 under the High Density and Very High Density Residential designations by removing units 72, 115, 157, 197, and 590. Motion carried 4-1, with Mayor Pro Tem Pearce voting no.

Motion by Councilmember Basgall, seconded by Councilmember Ashbeck, to amend the ordinance approving the rezoning of 20 parcels from 20 to 15 parcels by removing parcels 72, 115, 157, 197, and 590 from the Multi-Family Very High Density zone districts. Motion carried 4-1, with Mayor Pro Tem Pearce voting no.

City Manager Comments

City Manager Haussler announced several upcoming events, including the Clovis Mobile Recreation Park Tour at Westcal II Park on Wednesday, August 12, 2026; the Clovis Police Department's Movie Night in the Park at Bicentennial Park on August 22, 2026; and Senior Prom on Saturday, August 15, 2026. He also mentioned that local photographer Matthew Weiss sent a photo of the Clovis jet taking

to the skies.

Council Comments
Councilmember Ashbeck requested that a workshop on SB 9 be held during a future joint meeting of the City Council and Planning Commission.

Closed Session

5. Government Code Section 54957.6
   CONFERENCE WITH LABOR NEGOTIATORS
   Agency designated representatives: Andrew Haussler, Paul Armendariz, Amy Hance, Bethany Berube, and Scott Cross
   Employee Organization: Transit Employees Bargaining Unit

Upon call, there was no public comment.

No Reportable Action

Reconvene into Open Session and Report from Closed Session

Adjournment
Mayor Mouanoutoua adjourned the meeting at 9:38 P.M. and the next regularly scheduled meeting is August 17, 2026.

Mayor

City Clerk

CITY of CLOVIS

Report to the City Council

To:	City Council
From:	Administration
Date:	August 17, 2026
Staff:	Chad McCollum, Economic Development, Housing and Communications Director
Subject:	Administration – Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, Q4 April - June 2026. **Recommendation:** Receive and File
Attachments:	1. EDC Report, Q4 April - June 2026 ATT 1 Report

Recommendation:
That the City Council receive and file the Quarter 4 Report, April – June 2026, 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 2025-2026 Agreement with the City.

Background:
In August 2025, the City of Clovis and the EDC entered into a contract for the 2025-2026 fiscal year to provide regional marketing and business services to Clovis businesses. In exchange, the City will pay the EDC $12,500 quarterly. In addition, the City may pay an amount up to $15,000 annually for initiatives and special project needs which may arise during the contract term. Attached is a report detailing the progress of their activities in Q4 serving Clovis businesses.

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 2025-2026 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.

CITY OF CLOVIS
ANNUAL SUMMARY

Fiscal Year 2026

Fresno County EDC
Growing the California Dream

ATTACHMENT 1

CITY OF CLOVIS BUSINESS RESOURCE BREAKFAST

On Tuesday, June 9th, Fresno County EDC hosted a Business Resource Breakfast at the Clovis Veterans Memorial District, drawing over 80 regional partners and local business leaders. Held in collaboration with the City of Clovis, Fresno County, and the Department of Social Services, the event focused on actionable strategies to support and scale the local business ecosystem.

Featured discussions highlighted high-impact regional and federal incentives, including a panel presentation on businesses leveraging the New Employment Opportunity (NEO) program, which offers employers up to 12 months of partially subsidized wages for new hires. Additional updates covered the federal Work Opportunity Tax Credit (WOTC) and PG&E's Economic Development Rate. By connecting local employers with these critical fiscal tools and the EDC's business development expertise, the event successfully advanced our ongoing mission to drive robust economic growth throughout Fresno County.

BUSINESS VISIT TO ANLIN WINDOWS & DOORS

As part of Fresno County EDC's ongoing business retention and expansion efforts, our Business Development Manager and VP of Workforce Development joined the City of Clovis Economic Development team for an on-site meeting with Anlin, a longstanding manufacturer with deep roots in the Clovis community.

The visit reflects the strong working relationship between the County and City teams, who regularly coordinate to ensure local businesses receive a unified, well-informed point of contact rather than navigating separate agencies on their own. During the meeting, the joint team walked through Anlin's current operations and growth plans, listening for pain points around workforce, facility needs, and capital investment. From there, the group began mapping those needs against the toolkit available to Fresno County businesses — including workforce training support through the NEO program, potential Opportunity Zone or CalCompetes tax credit eligibility, and other incentive programs suited to advanced manufacturing operations.

This kind of joint visit illustrates how city and county economic development partners can combine strengths — local relationship and permitting knowledge paired with regional incentive navigation and workforce programming — to give a business like Anlin a clear, coordinated path forward. Next steps include following up with tailored incentive eligibility information and looping in workforce development resources to support any near-term hiring or training needs.

2026 BY THE NUMBERS

71 CLIENTS SERVED

23 NEO SUBSIDIZED PLACEMENTS AT CLOVIS BUSINESSES

10 NEW AND RENEWED NEO EMPLOYERS

$262,000 REIMBURSED TO CLOVIS NEO BUSINESSES

Economic Impact Analysis

IMPACT	Employment	Labor Income	Value Added	Output
1 - Direct	27	$513,041.12	$842,922.54	$2,106,493.17
2 - Indirect	2.63	$171,449.68	$270,088.34	$537,451.80
3 - Induced	2.19	$130,013.72	$254,411.97	$405,670.05
Totals	**31.83**	**$814,504.53**	**$1,367,422.85**	**$3,049,615.01**

Impact Analysis Figures are based on output created or retained through Expansion and Retention services, as well as subsidized placements through the NEO Program.

CLIENTS SERVED

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

13 Prime Steak
Achievements Unlimited Clinical Psychology
AMA Management, Inc. Andrew Tuell
Concrete Inc
B.B Floral and Gift
Baerg & Associates, Certified Public Accountants
Centec Security Agency Central Valley
Indian Health Central Valley Indian
Health-Behavioral City of Clovis Clovis
500 Club Bar & Grill Clovis Adult
Education
Clovis Appliance
Clovis Country Junction
Clovis Laser Center
Colorado Grill Clovis, Inc. Complete
Home Security & Services Concierge
Wealth Management Services Dark Side
Window Tinting
Dedicated Care
Dream Donuts
European Wax Center Forward Family
Services-Clovis
Grizzly Construction
Hampton Inn & Suites Clovis-Airport North
Healthy Massage Hearing Life
Hemb Law Group
High Performance Academy Hinds
Hospice- Thrift Store Clovis
IDLS Sierra Avenue, LLC dba Magnolia Crossing, LLC
Ignite Press
Jackson Jewelers
Judy's Place Thrift Store Kids2Dentist-
Clovis
Kuppa Joy-Clovis
Kure Home Health
Larry's Towing
Lawvex
Lucido Properties
Lucky 13 Embroidery and Design M. Angel
Angulo CPA, Inc Magnolia Crossing
Assisted Living Main Creek Pest Solutions
Inc. Monkey Dog Coffee
Papa's Place
PC Solutions
PDS Plumbing & Air Reborne
Brewing Co Rocket Fizz
Rustic Lace Boutique Sassano's
Mens Wear Senior Helpers
Sequoia Companion Care
SERVPRO of Clovis, Fresno Northeast, Shaver Lake
Showroom Doctor Z Sierra Towing
Sigala Inc.
Signature Smiles
SMS Services Inc.
Swift Deals
Taylor Design
Taylor Home Design
Tops Military Supply
Two Ravens Brewery Valley Decors
Valley Partners
Viva Boutique
Wawona Frozen Foods Well Being
Senior Solutions Wrenches Corner

CITY of CLOVIS

Report to the City Council

To: City Council

From: Administration

Date: August 17, 2026

Staff: Chad McCollum, Economic Development, Housing and Communications Director

Subject: Administration - Authorize the City Manager to execute the FY 2026-27 Agreement up to an amount of $50,000, between the City of Clovis and the Economic Development Corporation Serving Fresno County (EDC).

Recommendation: Approve

Attachments: 1. EDC 2026-27 Agreement ATT 1 Agreement

Recommendation:
That the City Council approve and authorize the City Manager to execute the fiscal year 2026-27 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 (EDC) 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 implementing the Five Year Comprehensive Economic Development Strategy plan.

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 2026-27 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 2026-27 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.

ECONOMIC DEVELOPMENT SERVICES AGREEMENT BETWEEN THE CITY OF CLOVIS AND THE ECONOMIC DEVELOPMENT CORPORATION SERVING FRESNO COUNTY FOR FISCAL YEAR 2026-2027

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 benefit corporation, for a one-year term of the 2026-2027 fiscal year (July 1, 2026-June 30, 2027).

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, and allocates 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 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 for measurable outcomes identified in Exhibit A attached here to 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 2026-2027 Fiscal Year term. Additionally, the EDC and city acknowledge that strategic initiatives and special projects needs may arise during the 2026-2027 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 2026-2027 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: _____

CITY OF CLOVIS

BY: _____

Andrew Haussler, City Manager

ATTEST:

_____

Briana Parra, City Clerk

APPROVED AS TO FORM:

_____

Scott G. Cross, City Attorney

DATED: 7/20/2026

ECONOMIC DEVELOPMENT CORPORATION SERVING FRESNO COUNTY

BY: _____

William Oliver, President/CEO

FY 26-27 Overview of Work Product	Deliverables	FY 2026 – 2027 Target Outcomes
Economic Development Corporation Serving Fresno County Contract: $50,000 **Staff:** Will Oliver, President/Chief Executive Officer Shawna Bryant, Business Development Manager Charles Rigby, Business Development Specialist	**Business Expansion/Retention:** Coordinate with City of Clovis staff to conduct analysis and outreach to Top 50 companies in Clovis that should be focused on retention and expansion. • 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 capital resources. **New Business Recruitment:** At the request of staff, utilize location intelligence and other data 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 for new clients. • Coordinate and lead in-person and virtual site tours for prospective companies. • Create 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. • Include one Clovis "Priority Site" to be featured on EDC's online industrial/commercial property listing inventory. **Special Projects & Initiatives** Support additional one-time special projects or services, including but not limited to: preparing economic impact reports; participating in or traveling to business missions, conferences, and trade shows; procuring or cost-sharing specialized industry and market data to support business attraction and expansion efforts; and engaging subject matter experts or consultants as needed.	Top 50 targeted business analysis and outreach for expansion and retention Respond to all City of Clovis business inquiries and connect them to appropriate resources 40 new prospective leads 2 Special Events (Broker Mixer and/or Business Resource Workshop) Economic Profile Update tailored to the City of Clovis (Optional) Economic Impact report for Clovis Economic Development Department or a business client.

	Semicon West Participation: Support Clovis's participation with a regional coalition at the 2026 Semicon West, an international trade show 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 no available to the City of Clovis directly, but through the partnership the City has with Fresno County EDC.	

CITY of CLOVIS

Report to the City Council

To: City Council

From: Administration

Date: August 17, 2026

Staff: Briana Parra, City Clerk

Subject: Administration – Approval – Res. 26-___, Amending the Conflict of Interest Code list of Designated Employees.

Recommendation: Approve

Attachments:
1. Amended Conflict of Interest Code ATT 1 Res. 26-___
2. Amended Conflict of Interest Code ATT 2 Desginated Employees List - Redline

Recommendation:
That the City Council approve a resolution amending the Conflict of Interest Code for Designated Employees who are required to file Statements of Economic Interests and their disclosure categories.

Executive Summary:
The Political Reform Act requires that the City review its local conflict of interest code to determine if amendments are necessary every two years. It also states that those designated officials and employees are required to complete biennial ethics training, pursuant to AB 1234. Staff is proposing amendments to the list of designated employees and changes to simplify the disclosure categories.

Background:
The City is required to adopt a local conflict of interest code to address employees that might be subject to outside influences but are not State designated filers. State designated filers include, in addition to the Council and Planning Commissioners, the City Manager, City Attorney, and City Treasurer.

The City is permitted to adopt the Fair Political Practices Commission Model Code as its local conflict of interest code, in which case the City only needs to designate employees subject to the code and reportable interest for those employees (2 Cal. Code Regs. § 18730). Reportable interests generally fall into the following categories: real property, investments, business positions, sources of income, gifts, loans, and travel payments. Designated officials and employees must file annual statements of economic interest, as well as assuming office and leaving office statements, within 30 days of assuming or leaving office. (2 Cal. Code Regs. § 18730(b)(5).)

In 1994, the City Council adopted Resolution 94-130 that incorporated by reference the State Guidelines as its local conflict of interest code, along with the designation of employees and the formulation of disclosure categories. In conducting the biennial review, staff determined that it is appropriate to update the list of employees who make governmental decisions based on the positions they hold. Additionally, staff determined that the disclosure categories could be simplified by reducing the number of categories from seven to two. Despite having seven categories for disclosure, staff determined that most categories were not used.

The disclosure categories have been revised to provide for two categories: one for full disclosure, and one for department-level decision-making with a lower level of disclosure. The disclosure requirements have also been revised to clarify the existing requirement that real property is subject to disclosure on Form 700 if it is located outside the City boundaries, but within a two-mile radius of the City or any property owned or used by the City. The requirements for disclosure and the regulations concerning conflicts of interest do not always align, and such properties will not necessarily result in a conflict of interest.

The basic rule for conflicts of interest under the Political Reform Act is that a public official at any level of state or local government has a prohibited conflict of interest and may not make, participate in making, or in any way use or attempt to use the official's position to influence a governmental decision when the official knows or has reason to know the official has a disqualifying financial interest. A public official has a disqualifying financial interest if the decision will have a reasonably foreseeable material financial effect, distinguishable from the effect on the public generally, directly on the official, or the official's immediate family, or on any financial interest. (2 Cal. Code Regs. § 18700.) With regard to real property, there is a reasonably foreseeable financial effect that is material (conflict of interest) when a decision involves real property located 1,000 feet from the public official's real property, provided certain factors are met. (2 Cal. Code Regs. § 18702.2.) This is often referred to as the "1,000 foot rule." "Public Official" includes every member, officer, employee, or consultant of a state or local government agency, unless an exception applies. (Government Code Section 82048(a).)

In accordance with Government Code Section 87306, a report must be submitted to the City Council identifying any changes in the code, including but not limited to, all new positions and changes in the list of reportable interests. The City Clerk and the City Attorney have performed a review of the Conflict of Interest Code in conformance with the Political Reform Act requirements. Each department director provided input regarding the level of decision-making authority employees have in their respective departments. With that input, along with various title changes that have occurred since the last update, it has been determined that the Code requires amendments. The updated list of disclosure categories is included in Attachment A of the Resolution. The updated list of designated employees, which adds and changes the title of several positions, is included in Attachment B to the Resolution. For reference, Attachment 2 provides a redline of the Designated Employees List identifying positions that have been added, removed, or revised since the City's last biennial review.

The resolution also specifies that all employees designated as filers under the City's Conflict of Interest Code are "designated employees" for the purpose of AB 1234 and, as such, are required to participate in mandatory ethics training.

Fiscal Impact:
None.

Reason for Recommendation:
The Political Reform Act requires every local government agency to review its conflict of interest code biennially (even numbered years) to determine if it is accurate or must be amended. Staff has reviewed the existing code and is recommending the amendments to the list of designated employees.

Actions Following Approval:
The City Clerk's Office will contact the affected employees and ensure that the City is in compliance.

Conflict of Interest:
None.

RESOLUTION 26-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING THE CONFLICT OF INTEREST CODE LIST OF DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES

WHEREAS, the Political Reform Act, Government Code Section 81000, et seq., requires the City to adopt a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a Model Conflict of Interest Code, by regulation (2 California Code of Regulations Section 18730) ("Model Code"), that contains the terms of a standard conflict of interest code that can be incorporated by reference by the City; and

WHEREAS, the FPPC amends the Model Code on a regular basis to conform to amendments in the Political Reform Act and its implementing regulations; and

WHEREAS, in 1994, the Clovis City Council adopted Resolution 94-130 that adopted and incorporated by reference the terms of the Model Code and adopted designation of employees and the formulation of disclosure categories; and

WHEREAS, Government Code section 87306 requires biennial review of the Conflict of Interest Code to ensure it remains current and accurate, and that a report be submitted to the City Council identifying any changes in the code including, but not limited to, all new positions and changes in the list of reportable interests; and

WHEREAS, the City Council desires to amend and simplify the disclosure categories and update the list of designated employees; and

WHEREAS, all officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City Clerk, as the City's Filling Officer, shall biannually provide all filers with information on training available to meet the requirements of Government Code section 53235, and maintain required records indicating the dates the filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code 53235.2).

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

ATTACHMENT 1

1. The terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and Attachments A and B, designating positions and establishing disclosure categories shall constitute the Conflict of Interest Code of the City.

2. The Disclosure Categories in Attachment A are hereby approved.

3. Persons holding designated positions listed in Attachment B shall file Statements of Economic Interest pursuant to the Model Code with the information required for the Disclosure Category assigned to them and specified in Attachment A, annually, and within 30 days of assuming or leaving office, as required by law.

4. The City Clerk will make the Statements available for public inspection and reproduction. (Gov. Code 81008.) All statements shall be retained by the City.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 17, 2026, by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: August 17, 2026

_____ _____
Mayor City Clerk

Attachment A

Disclosure Categories

1. Category 1: Broad Responsibilities - Full Disclosure. Designated officials and employees must disclose all reportable interests, including investments, business positions, sources of income, loans, gifts, including travel payments, and real property as required by the FPPC Guidelines, including real property located within a two-mile radius of the City or any property owned or used by the City.

2. Category 2: Department/Division Decision-Making Responsibilities. Designated officials and employees must disclose all reportable investments and business positions in business entities, and reportable sources of income (including loans, gifts, and travel payments) from any source that is located in, doing business in, or planning to do business in the City, and is either (a) subject to the regulatory, permitting, or licensing authority of the official's or employee's department or division, or (b) provides services, supplies, materials, machinery, or equipment of the type utilized by the official's or employee's department or division. Notwithstanding the foregoing, gifts are reportable regardless of the location of the donor.

*Consultants and new positions shall file under the broadest disclosure category (Category 1). If the new position or consultant performs limited duties, the City may tailor the disclosure requirements upon approval by the City Manager of a written description of the position's duties and, based upon that description, a statement that the disclosure requirements of Category 2 apply.

Amendments to the City of Clovis Conflict of Interest Code

EXISTING		Add	Delete	PROPOSED		Disclosure Category
Department	Position			Department	Position	
Administration				**Administration**		
	Business Development Manager				Business Development Manager	2
	City Clerk				City Clerk	2
	Communications and Marketing Analyst				Communications and Marketing Analyst	2
	Economic Development, Housing and Communications Director				Economic Development, Housing and Communications Director	1
	Executive Assistant				Executive Assistant	2
	Housing Program Manager				Housing Program Manager	2
	Staff Analyst				Staff Analyst	2
	Consultants				Consultant	1
City Clerk/Information Div.				**City Clerk/Information Div.**		
	Deputy Director of Information Technology				Deputy Director of Information Technology	1
	Information Technology Manager				Information Technology Manager	2
	Information Technology Supervisor				Information Technology Supervisor	2
Finance				**Finance**		
	Accounting Supervisor				Accounting Supervisor	2
	Revenue Supervisor				Revenue Supervisor	2
Fire				**Fire**		
	Battalion Chief				Battalion Chief	2
	Deputy Fire Chief				Deputy Fire Chief	1
	Deputy Fire Marshal				Deputy Fire Marshal	2
	Fire Chief				Fire Chief	1
	Life Safety Manager				Life Safety Manager	2
	Management Analyst				Management Analyst	2
	Senior Management Analyst				Senior Management Analyst	2
General Services				**General Services**		
	Deputy General Services Director				Deputy General Serivces Director	1
	Facilities Maintenance and Purchasing Manager				Facilities Maintenance and Purchasing Manager	2
	Facilities Maintenance Supervisor				Facilities Maintenance Supervisor	2
	General Services Director				General Services Director	1
	Management Analyst				Management Analyst	2
	Recreation Supervisor				Recreation Supervisor	2
	Senior Center Supervisor				Senior Center Supervisor	2
	Senior Personnel Technician				Senior Personnel Technician	2
	Tranist Complainance and Grants Management Officer				Tranist Complainance and Grants Management Officer	2
	Transit Supervisor				Transit Supervisor	2
	Transit Manager				Transit Manager	2

Attachment B

Amendments to the City of Clovis Conflict of Interest Code

EXISTING		Add	Delete	PROPOSED		Disclosure Category
Department	Position			Department	Position	
Planning & Development Services				**Planning & Development Services**		
	Administrative Manager				Administrative Manager	2
	Building Official				Building Official	1
	Business Workflow Analyst				Business Workflow Analyst	2
	City Engineer				City Engineer	1
	City Planner				City Planner	1
	Construction Manager				Construction Manager	2
	Deputy Building Official / Plan Checker				Deputy Building Official / Plan Checker	1
	Deputy City Engineer				Deputy City Engineer	2
	Deputy City Planner				Deputy City Planner	1
	Deputy Director of Planning and Development Services				Deputy Director of Planning and Development Services	1
	Director of Planning and Development Services				Director of Planning and Development Services	1
	Engineering Program Manager				Engineering Program Manager	2
	Management Analyst				Management Analyst	2
	Planning & Development Administrative Manager				Planning & Development Administrative Manager	2
	Projects Administrator				Projects Administrator	2
	Senior Planner				Senior Planner	2
	Supervising Civil Engineer				Supervising Civil Engineer	2
Police				**Police**		
	Animal Services Manager				Animal Services Manager	2
	Communications Supervisor				Communications Supervisor	2
	Crime Analysis Supervisor				Crime Analysis Supervisor	2
	Deputy Director of Support Services				Deputy Director of Support Services	2
	Deputy Police Chief				Deputy Police Chief	1
	Management Analyst				Management Analyst	2
	Police Captain				Police Captain	1
	Police Chief				Police Chief	1
	Police Lieutenant				Police Lieutenant	2
	Property & Evidence Supervisor				Property & Evidence Supervisor	2
	Records Supervisor				Records Supervisor	2
	Supervisor of Animal Services				Supervisor of Animal Services	2
Public Utilities				**Public Utilities**		
	Assistant Public Utilities Director				Assistant Public Utilities Director	1
	Deputy Public Utilities Director				Deputy Public Utilities Director	1
	Fleet Manager				Fleet Manager	2
	Parks Manager				Parks Manager	2
	Principal Utilities Engineer				Principal Utilities Engineer	2
	Public Utilities Director				Public Utilities Director	1
	Senior Management Analyst				Senior Management Analyst	2
	Solid Waste Manager				Solid Waste Manager	2
	Street Maintenance Manager				Street Maintenance Manager	2
	Supervising Civil Engineer				Supervising Civil Engineer	2
	Utilities Manager				Utilities Manager	2
	Water Production Manager				Water Production Manager	2

Amendments to the City of Clovis Conflict of Interest Code

EXISTING		Add	Delete	PROPOSED		Disclosure Category
Department	Position			Department	Position	
Administration				**Administration**		
	~~Assistant City Manager~~		Now 87200 Filer		~~Assistant City Manager~~	~~1~~
	Business Development Manager				Business Development Manager	2
	City Clerk				City Clerk	2
	Communications and Marketing Analyst				Communications and Marketing Analyst	2
	Economic Development, Housing and Communications Director				Economic Development, Housing and Communications Director	1
	Executive Assistant				Executive Assistant	2
	Housing Program Manager				Housing Program Manager	2
	Staff Analyst				Staff Analyst	2
	Consultants				Consultant	1
City Clerk/Information Div.				**City Clerk/Information Div.**		
	Deputy Director of Information Technology				Deputy Director of Information Technology	1
	Information Technology Manager	Add Position			Information Technology Manager	2
	Information Technology Supervisor				Information Technology Supervisor	2
Finance				**Finance**		
	~~Assistant Finance Director~~		Remove Position		~~Assistant Finance Director~~	~~1~~
	Accounting Supervisor	Add Position			Accounting Supervisor	2
	~~Deputy Finance Director~~		Now 87200 Filer		~~Deputy Finance Director~~	~~1~~
	~~Finance Manager~~		Remove Position		~~Finance Manager~~	~~2~~
	Revenue Supervisor	Add Position			Revenue Supervisor	2
Fire				**Fire**		
	Battalion Chief				Battalion Chief	2
	Deputy Fire Chief				Deputy Fire Chief	1
	Deputy Fire Marshal	Add Position			Deputy Fire Marshal	2
	Fire Chief				Fire Chief	1
	Life Safety Manager				Life Safety Manager	2
	Management Analyst	Add Position			Management Analyst	2
	Senior Management Analyst				Senior Management Analyst	2
General Services				**General Services**		
	Deputy General Services Director				Deputy General Serivces Director	1
	Facilities Maintenance and Purchasing Manager				Facilities Maintenance and Purchasing Manager	2
	Facilities Maintenance Supervisor				Facilities Maintenance Supervisor	2
	General Services Director				General Services Director	1
	Management Analyst				Management Analyst	2
	Recreation Supervisor				Recreation Supervisor	2
	Senior Center Supervisor	Add Position			Senior Center Supervisor	2
	Senior Personnel Technician				Senior Personnel Technician	2
	Tranist Complainance and Grants Management Officer	Add Position			Tranist Complainance and Grants Management Officer	2
	Transit Supervisor				Transit Supervisor	2
	Transit Manager				Transit Manager	2

Attachment 2

Amendments to the City of Clovis Conflict of Interest Code

EXISTING		Add	Delete	PROPOSED		Disclosure Category
Department	Position			Department	Position	
Planning & Development Services				**Planning & Development Services**		
	Administrative Manager	**Add Position**			**Administrative Manager**	**2**
	Building Official				Building Official	1
	Business Workflow Analyst				Business Workflow Analyst	2
	City Engineer				City Engineer	1
	City Planner				City Planner	1
	Construction Manager				Construction Manager	2
	Deputy Building Official / Plan Checker				Deputy Building Official / Plan Checker	1
	Deputy City Engineer	**Add Position**			**Deputy City Engineer**	**2**
	Deputy City Planner				Deputy City Planner	1
	Deputy Director of Planning and Development Services	**Add Position**			**Deputy Director of Planning and Development Services**	**1**
	Director of Planning and Development Services				Director of Planning and Development Services	1
	Engineering Program Manager				Engineering Program Manager	2
	Management Analyst				Management Analyst	2
	Planning & Development Administrative Manager				Planning & Development Administrative Manager	2
	~~**Plans Examiner**~~		**Remove Position**		~~**Plans Examiner**~~	~~**2**~~
	Projects Administrator	**Add Position**			**Projects Administrator**	**2**
	Senior Planner				Senior Planner	2
	Supervising Civil Engineer				Supervising Civil Engineer	2
Police				**Police**		
	Animal Services Manager	**Add Position**			**Animal Services Manager**	**2**
	Communications Supervisor				Communications Supervisor	2
	Crime Analysis Supervisor				Crime Analysis Supervisor	2
	Deputy Director of Support Services	**Add Position**			**Deputy Director of Support Services**	**2**
	Deputy Police Chief				Deputy Police Chief	1
	Management Analyst				Management Analyst	2
	Police Captain				Police Captain	1
	Police Chief				Police Chief	1
	Police Lieutenant				Police Lieutenant	2
	~~**Police Services Manager**~~		**Remove Position**		~~**Police Services Manager**~~	~~**2**~~
	Property & Evidence Supervisor				Property & Evidence Supervisor	2
	Records Supervisor				Records Supervisor	2
	Supervisor of Animal Services				Supervisor of Animal Services	2
Public Utilities				**Public Utilities**		
	Assistant Public Utilities Director				Assistant Public Utilities Director	1
	Deputy Public Utilities Director				Deputy Public Utilities Director	1
	Fleet Manager				Fleet Manager	2
	Parks Manager				Parks Manager	2
	Principal Utilities Engineer				Principal Utilities Engineer	2
	Public Utilities Director				Public Utilities Director	1
	Senior Management Analyst				Senior Management Analyst	2
	Solid Waste Manager				Solid Waste Manager	2
	Street Maintenance Manager				Street Maintenance Manager	2
	Supervising Civil Engineer				Supervising Civil Engineer	2
	Utilities Manager				Utilities Manager	2

Amendments to the City of Clovis Conflict of Interest Code

EXISTING		Add	Delete	PROPOSED		Disclosure Category
Department	Position			Department	Position	
	Water Production Manager				Water Production Manager	2

CITY of CLOVIS

Report to the City Council

To: City Council

From: Administration

Date: August 17, 2026

Staff: Shawn Miller, Business Development Manager

Subject: Administration - Approval – Request from California Classic Cares for Temporary Closure of Streets Located Adjacent to the California 9/11 Memorial to Hold a 5K Event on September 5, 2026.

Recommendation: Approve

Attachments:

1. Road Closure 911 Memorial 5K Event ATT 1 - Request from California Classic Cares

Recommendation:
That the City Council approve the request from California Classic Cares for temporary closure of streets located adjacent to the California 9/11 Memorial to hold a 5K event on September 5, 2026.

Executive Summary:
Staff requests street closure on September 5, 2026, for a small street closure organized by California Classis Cares.

Background:
August 2, 2026, staff received a request from representatives from California Classic Cares to obtain temporary closure of portions of Dakota Avenue, Lind Avenue, Pontiac Way, Peach Avenue, and Never Forget Lane to hold a 5K event on September 6, 2025.

The boundaries and time of street closure have been reviewed by staff members from each department and there are no concerns.

Staff worked with California Classic Cares to contact potentially impacted business and property owners soliciting comments/concerns regarding this request. No comments or concerns have been received.

Fiscal Impact:
The City of Clovis is positively impacted by community events. Local businesses benefit from large numbers of people visiting their neighborhood and the City of Clovis benefits from the increased tax

revenue.

The promoters of this event will bear the cost of additional City services and any other additional services.

Reason for Recommendation:
In previous years, more than 300,000 people have attended the various events held in Clovis annually, many of whom have returned to Clovis to patronize local businesses. This event will benefit the City's economic development efforts.

Actions Following Approval:
1. Staff will notify California Classic Cares of Council's decision; and

2. Staff will work with California Classic Cares to ensure that traffic control plan is executed and managed.

Conflict of Interest:
None.

911 Run to Remember
City of Clovis
Special Events Permit
Event Date September 5, 2026

1. **City of Clovis Special Event Worksheet**
    a. **Venue:**
        i. California 9/11 Memorial
        ii. 3485 Never Forget Lane, Clovis, Ca 93612
2. **Event Acknowledgements from Principal Stakeholders:**
    a. **9/11 Memorial Executive Director**
        i. Terra Brusseau 559-281-9088
    b. **Clovis Police**
        i. Sergeant Jesus Santillan 559-593-5327
    c. **Fresno Police**
        i. Sergeant Mark Van Wyhe 559-908-1175
    d. **City of Fresno Special Events Manager**
        i. David Rodriquez 559-978-5020
    e. **Airways Golf Course General Manager**
        i. Tim Huber General Manager 559-291-6254
    f. **GAP Distribution Senior Director**
        i. Darlene Borges 559-348-0692
    g. **Fresno City Animal Center Executive Director**
        i. Alma Torres 559-621-7387
3. **Road Closures on Saturday September 5, 2026**:
    a. **Airways Blvd Course Revision to satisfy Fresno Airport Authority – All airport entrances/exits unrestricted**
    b. **Traffic Control Plan**
        i. North-bound Airways Blvd from Peach & Dakota to Gap Dr to be closed and monitored by Fresno PD.
        ii. South-bound Airways Blvd to stay open.
4. **Venue Layout**
5. **Insurance:**
    a. Certificate of Liability Insurance
        i. Special Additional Insured Endorsements
6. **Businesses Notification List and Notification Letter**

ATTACHMENT 1

City of Clovis SPECIAL EVENT Worksheet

1. Name of Event: 9/11 Run To Remember
2. Date/Time of Event: Sept 5th 2026
3. Will your event require street closure(s) Yes: ☑ No: ☐
   a. If yes, what time will the streets close and reopen? Close 5am Open 8:30am
4. Name of Promoter: California Classic Cares
5. Contact Person: Mike Herman
6. Address: 6053 N McCaffrey
   Fresno CA 93722
7. Phone: 559 289.8444 8. Fax: N/A
9. Email: ccw.info@yahoo.com 10. Cell: 559-289.8444
11. Location of Event: California 9/11 Memorial
12. Estimated crowd size: 1000
13. Will you be serving alcohol? Yes: ☐ No: ☑

    If Yes:

    a: Have you secured the necessary ABC Permit? Yes: ☐ No: ☐

    b: Are you serving alcohol in a separate/secured area? Yes: ☐ No: ☐

    c: Who or what organization will be serving?_____
14. Will you, or your vendors be serving food / other refreshments? Yes: ☑ No: ☐

    If Yes:

    a: What are the dimensions of the food tents? 10x10
15. Besides food and beverage, will there be other vendor's tents? Yes: ☐ No: ☑

    If Yes:

    a: What are the dimensions of the tents?_____
16. How will waste / trash services be provided? Private: ☑ Public (City Services): ☐
17. This event is: ☐ New ☑ Annual ☐ Semi Annual ☐ Other (Please Attach Description)

-See Attachment Check List on Reverse-

Attachment Check List

- ☐ City of Clovis Facilities Use Permit
- ☑ Detailed map showing locations of all attractions, vendors, displays, booths and support services (portable toilets, trash receptacles, on-site emergency vehicles, fencing, barricades, additional signage, etc.)
- ☐ Detailed schedule for all attractions, vending, displays and booth operation. This should include load-in and load-out times, as well as set-up and breakdown times.
- ☐ Detailed schedule for restroom maintenance (including portable toilets), and trash pickup. Also include the name and contact information for person responsible for each of these duties.
- ☑ Detailed proposed traffic flow map showing locations of all barricades.
- ☐ Proof of adequate security.
- ☑ Proof of liability insurance naming the City of Clovis and City of Clovis Old Town Restrooms as additional insured.

INTERNAL USE ONLY

City Manager:

City Clerk:

Comm. & Econ. Dev. Director:

Finance:

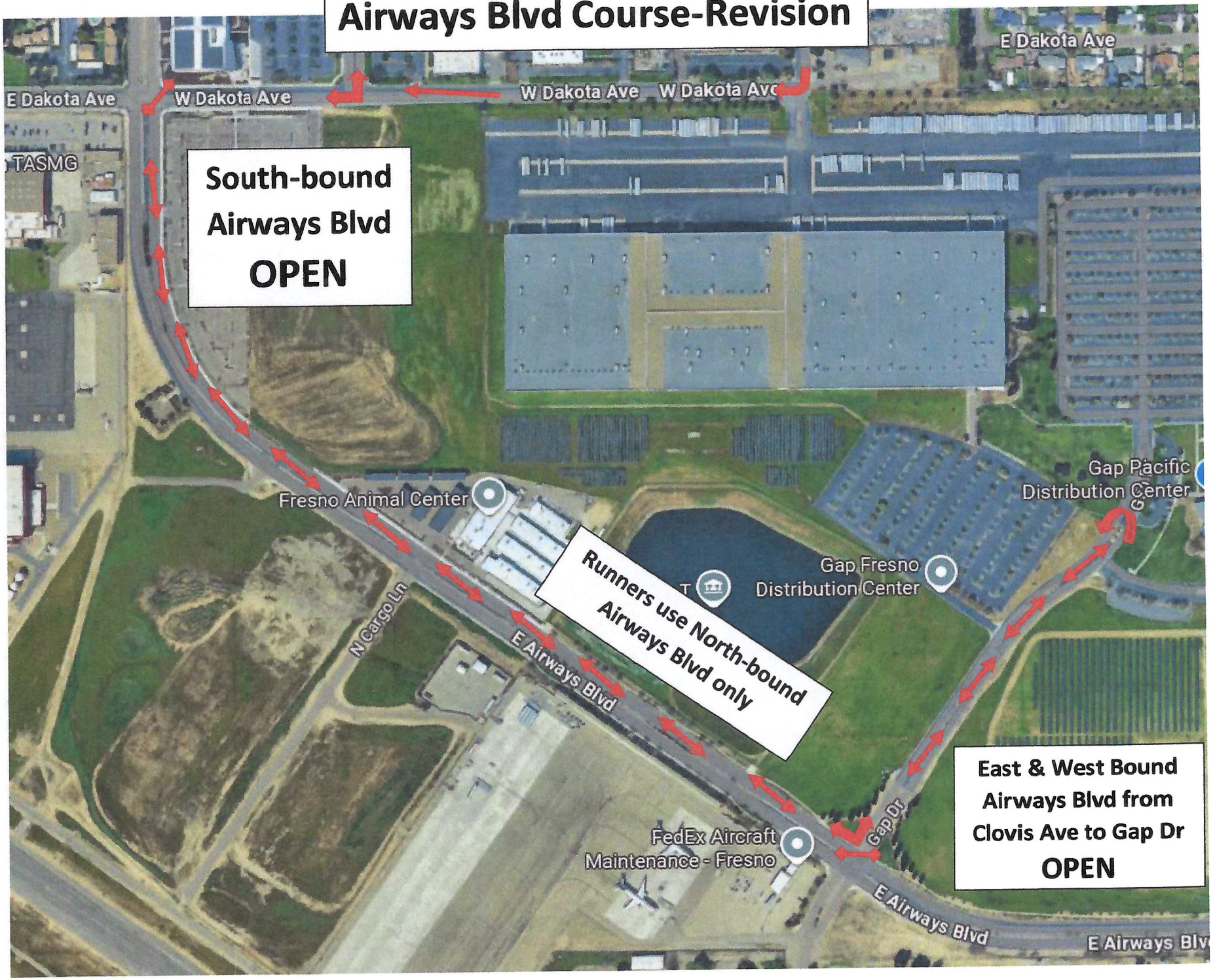
Fire Chief:

General Services Director:

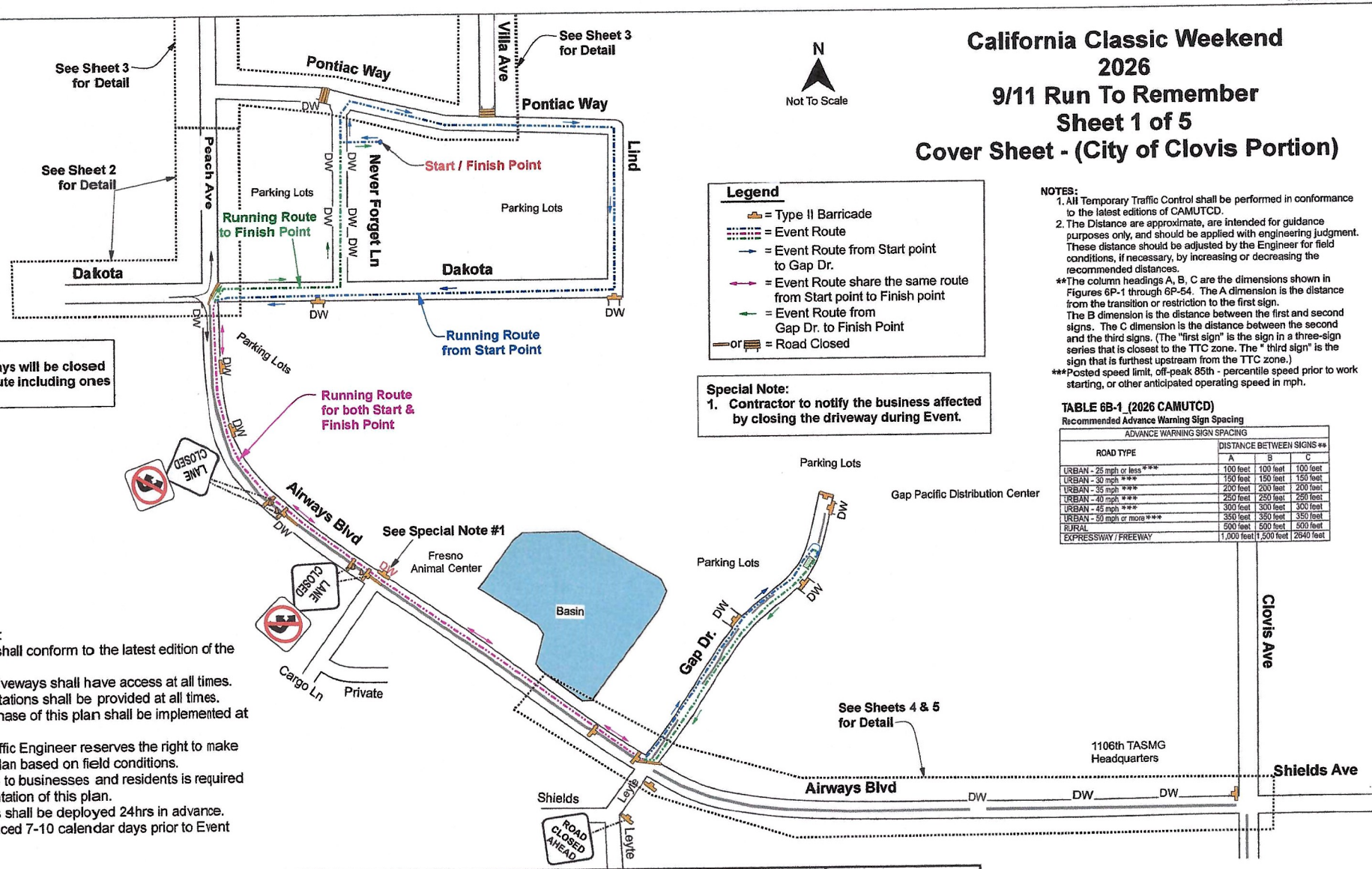
Police Chief:

Public Utilities:

Airways Blvd Course-Revision



California Classic Weekend 2026
9/11 Run To Remember
Sheet 1 of 5
Cover Sheet - (City of Clovis Portion)



NOTE:
All Alleys & Driveways will be closed along the Event Route including ones NOT show.

Legend
- = Type II Barricade
- = Event Route
- = Event Route from Start point to Gap Dr.
- = Event Route share the same route from Start point to Finish point
- = Event Route from Gap Dr. to Finish Point
- or = Road Closed

Special Note:
1. **Contractor to notify the business affected by closing the driveway during Event.**

NOTES:
1. All Temporary Traffic Control shall be performed in conformance to the latest editions of CAMUTCD.
2. The Distance are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distance should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

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***Posted speed limit, off-peak 85th - percentile speed prior to work starting, or other anticipated operating speed in mph.

TABLE 6B-1_(2026 CAMUTCD)
Recommended Advance Warning Sign Spacing

ADVANCE WARNING SIGN SPACING			
ROAD TYPE	DISTANCE BETWEEN SIGNS **		
	A	B	C
URBAN - 25 mph or less***	100 feet	100 feet	100 feet
URBAN - 30 mph ***	150 feet	150 feet	150 feet
URBAN - 35 mph ***	200 feet	200 feet	200 feet
URBAN - 40 mph ***	250 feet	250 feet	250 feet
URBAN - 45 mph ***	300 feet	300 feet	300 feet
URBAN - 50 mph or more ***	350 feet	350 feet	350 feet
RURAL	500 feet	500 feet	500 feet
EXPRESSWAY / FREEWAY	1,000 feet	1,500 feet	2640 feet

City of Clovis Notes:
1. All traffic control shall conform to the latest edition of the CAMUTCD.
2. Bus stops and driveways shall have access at all times.
3. Access for Fire Stations shall be provided at all times.
4. No more that 1 phase of this plan shall be implemented at any time.
5. City of Clovis Traffic Engineer reserves the right to make changes to this plan based on field conditions.
6. A 48 hours notice to businesses and residents is required prior to implementation of this plan.
7. No Parking Signs shall be deployed 24hrs in advance.
8. All CMS to be placed 7-10 calendar days prior to Event

ALERT-O-LITE Ph: (559) 265-4550 FAX: (559) 265-4549 Date: 7/30/2026 Drawn By: Christine AOL Job: 018938 SET-UP BY: Alert-O-Lite	PERMIT # : Special Event PROJ. # 911 Run To Remember TOTAL # OF DAYS: 1 day WORK HOURS: 5am - 9am	START DATE: 9/XX/2026 END DATE: 9/XX/2026 DAILY WORKING DAYS (Circle one)	RESPONSIBLE PARTY (CONTRACTOR): California Classic Weekend ONSITE CONTACT: Mike Herman / Josh Sharkey PHONE NUMBER: 559-289-8444 / 559-708-8400	PHASE #. 1 of 1 PAGE #. 1 of 5

California Classic Weekend 2026
9/11 Run To Remember
Sheet 2 of 5
Dakota & Peach Ave (City of Clovis Portion)

NOTE:
All Alleys & Driveways will be closed along the Event Route including ones NOT show.

N
Not To Scale

Legend
- = Type II Barricade
- = Event Route
- = Event Route from Start point to Gap Dr.
- = Event Route from Gap Dr. to Finish Point
- = Road Closed
- = Signal on Flashing

City of Clovis Notes:
1. All traffic control shall conform to the latest edition of the CAMUTCD.
2. Bus stops and driveways shall have access at all times.
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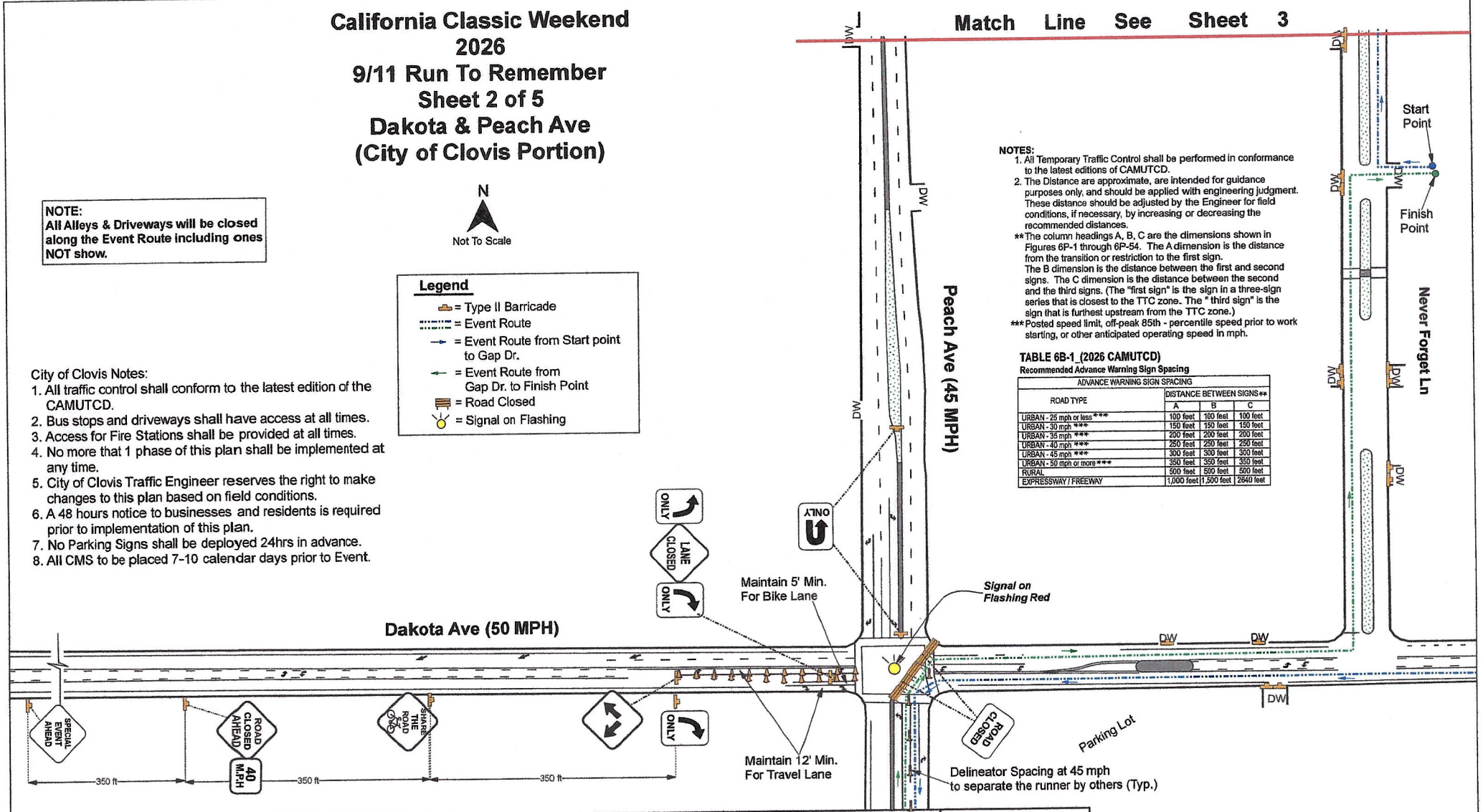

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TABLE 6B-1_(2026 CAMUTCD)
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URBAN - 45 mph ***	300 feet	300 feet	300 feet
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RURAL	500 feet	500 feet	500 feet
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ALERT-O-LITE
Ph: (559) 265-4550 FAX: (559) 265-4549
Date: 7/30/2026 Drawn By: Christine
AOL Job: 018938
SET-UP BY: Alert-O-Lite

PERMIT # : Special Event
PROJ. # 911 Run To Remember
TOTAL # OF DAYS: 1 day
WORK HOURS: 5am - 9am
START DATE: 9/XX/2026
END DATE: 9/XX/2026
DAILY WORKING DAYS (Circle one)

RESPONSIBLE PARTY (CONTRACTOR): California Classic Weekend
ONSITE CONTACT: Mike Herman / Josh Sharkey
PHONE NUMBER: 559-289-8444 / 559-708-8400

PHASE #. 1 of 1
PAGE #. 2 of 5

California Classic Weekend
2026
9/11 Run To Remember
Sheet 3 of 5
Peach Ave / Pontiac Way / Villa / Ashlan Ave
(City of Clovis Portion)

City of Clovis Notes:
1. All traffic control shall conform to the latest edition of the CAMUTCD.
2. Bus stops and driveways shall have access at all times.
3. Access for Fire Stations shall be provided at all times.
4. No more that 1 phase of this plan shall be implemented at any time.
5. City of Clovis Traffic Engineer reserves the right to make changes to this plan based on field conditions.
6. A 48 hours notice to businesses and residents is required prior to implementation of this plan.
7. No Parking Signs shall be deployed 24hrs in advance.
8. All CMS to be placed 7-10 calendar days prior to Event.

NOTE:
All Alleys & Driveways will be closed along the Event Route including ones NOT show.

NOTES:
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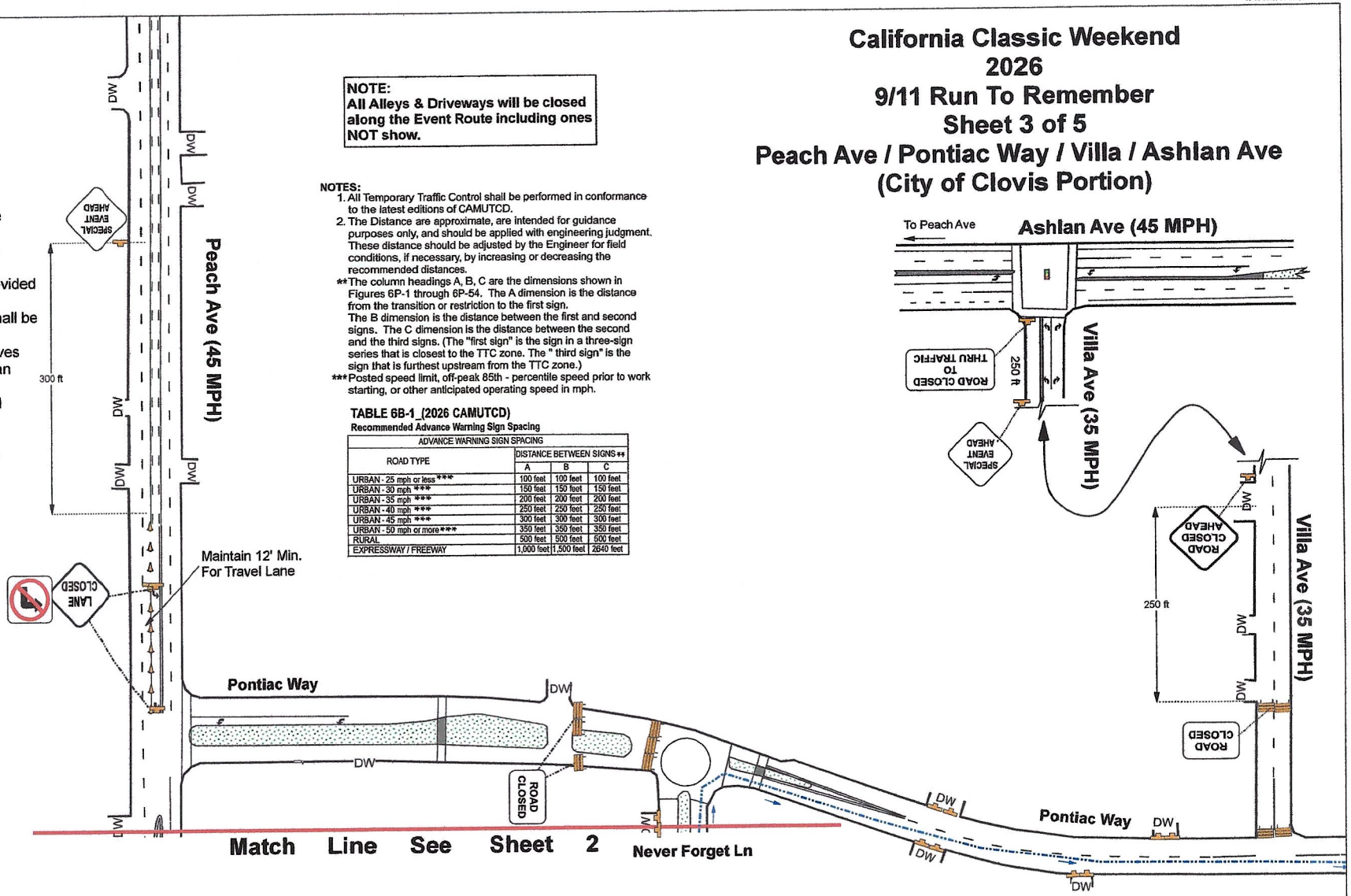

Legend
- = Arrow Board
- = Type II Barricade
- = Cones
- = Event Route
- = Event Route from Start point to Clovis Ave
- = Road Closed
- = Signalized intersection

ALERT-O-LITE Ph: (559) 265-4550 FAX: (559) 265-4549 Date: 7/30/2026 Drawn By: Christine AOL Job: 018938 SET-UP BY: Alert-O-Lite	PERMIT # : Special Event PROJ. # 911 Run To Remember TOTAL # OF DAYS: 1 day WORK HOURS: 5am - 9am	START DATE: 9/11/2026 END DATE: 9/11/2026 DAILY WORKING DAYS (Circle one)	RESPONSIBLE PARTY (CONTRACTOR): California Classic Weekend ONSITE CONTACT: Mike Herman / Josh Sharkey PHONE NUMBER: 559-289-8444 / 559-708-8400	PHASE #. 1 of 1 PAGE #. 3 of 5

California Classic Weekend 2026
9/11 Run To Remember
Sheet 4 of 5
Clovis & Shields Ave (City of Clovis Portion)

N
Not To Scale

NOTE:
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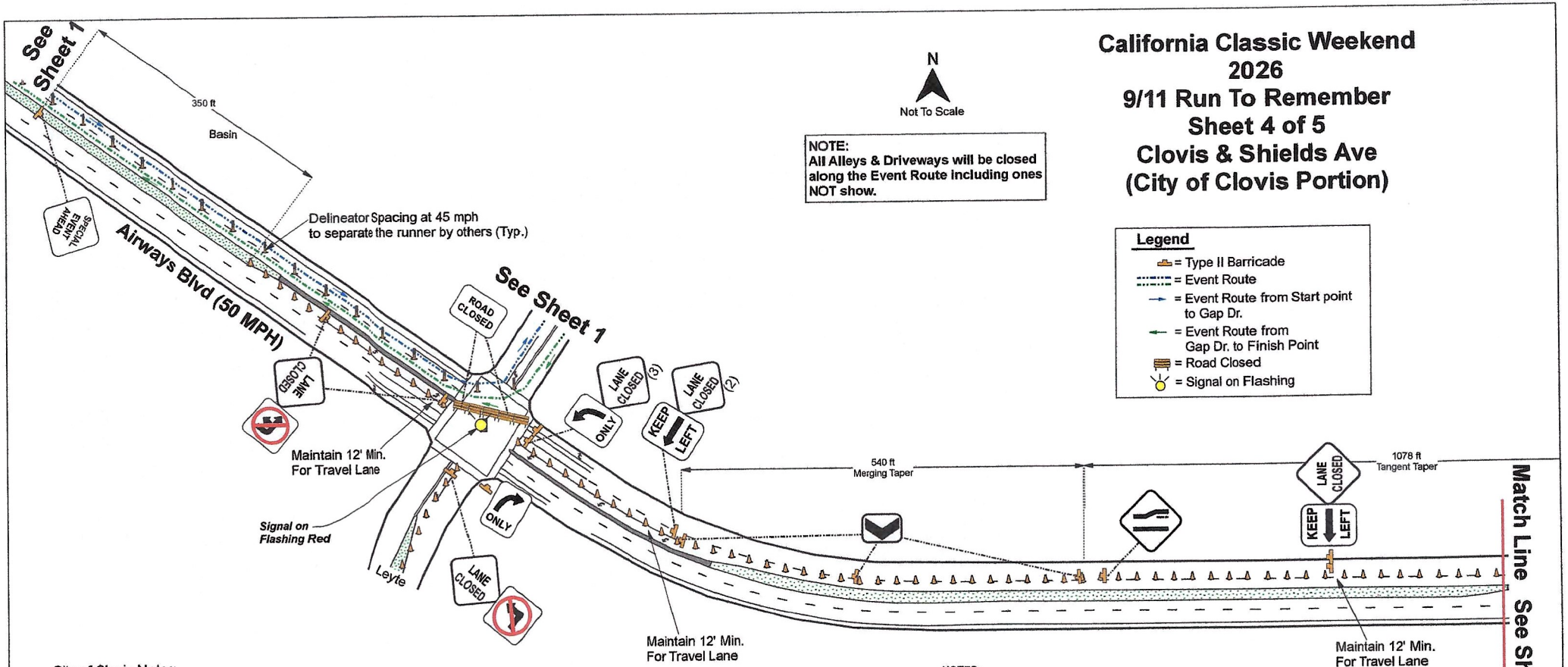

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Date: 7/30/2026 Drawn By: Christine
AOL Job: 018938
SET-UP BY: Alert-O-Lite

PERMIT # : Special Event
PROJ. # 911 Run To Remember
TOTAL # OF DAYS: 1 day
WORK HOURS: 5am - 9am

START DATE: 9/XX/2026
END DATE: 9/XX/2026
DAILY WORKING DAYS
(Circle one)

RESPONSIBLE PARTY (CONTRACTOR): California Classic Weekend
ONSITE CONTACT: Mike Herman / Josh Sharkey
PHONE NUMBER: 559-289-8444 / 559-708-8400

PHASE #. 1 of 1
PAGE #. 4 of 5

California Classic Weekend 2026
9/11 Run To Remember
Sheet 5 of 5
Clovis & Shields Ave (City of Clovis Portion)

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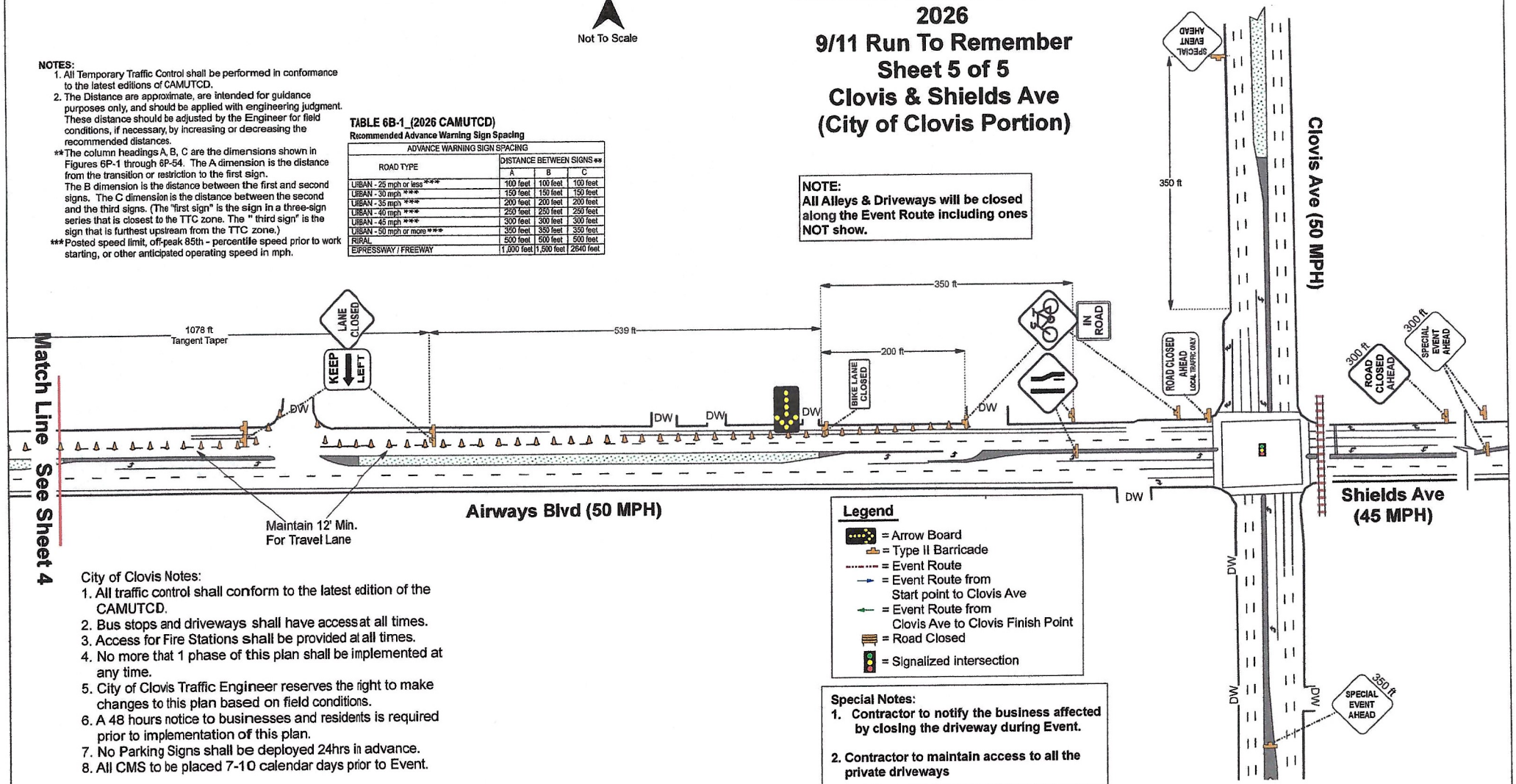

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Special Notes:
1. **Contractor to notify the business affected by closing the driveway during Event.**
2. **Contractor to maintain access to all the private driveways**

ALERT-O-LITE
Ph: (559) 265-4550 FAX: (559) 265-4549
Date: 7/30/2026 Drawn By: Christine
AOL Job: 018938
SET-UP BY : Alert-O-Lite

PERMIT # : Special Event
PROJ. # 911 Run To Remember
TOTAL # OF DAYS: 1 day
WORK HOURS: 5am - 9am

START DATE: 9/XX/2026
END DATE: 9/XX/2026
DAILY WORKING DAYS
(Circle one)

RESPONSIBLE PARTY (CONTRACTOR): California Classic Weekend
ONSITE CONTACT: Mike Herman / Josh Sharkey
PHONE NUMBER: 559-289-8444 / 559-708-8400

PHASE #. 1 of 1
PAGE #. 5 of 5

9/11 Run to Remember
Venue Layout

Runner Path

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2026

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

Gaslamp Insurance Services
DBA Event Helper Insurance Services
PO Box 1549
Grass Valley CA 95945

CONTACT NAME: Event Helper Customer Service
PHONE (A/C, No, Ext): (855) 493-8368 FAX (A/C, No):
E-MAIL ADDRESS: info@theeventhelper.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds Syndicate 2623 82%	AA-1128623
INSURER B : Lloyds Syndicate 623 18%	AA-1126623
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

California Classic Cares
c/o Michael Herman
6053 N McCaffrey Ave
Fresno CA 93722

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 ✓ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	EH-771326-L4430163	SEE BELOW 12:01 AM	SEE BELOW 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13 for the following dates: 09/05/2026 & 11/26/2026. Attendance: 5000, Event Type: 5 K Run. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above. Primary/Non-Contributory wording applies per attached CG 20 01 04 13. Waiver of Subrogation applies per attached EH2100 06 18.

CERTIFICATE HOLDER

The City of Clovis, its Officers,
employees, and volunteers.
shall be listed as Additional Insured.
155 N Sunnyside Ave
Clovis CA 93611

CANCELLATION

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

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):
The City of Clovis, its Officers, employees, and volunteers. shall be listed as Additional Insured. 155 N Sunnyside Ave Clovis, CA 93611
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a Named Insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

Copyright, ISO Properties, Inc., 2012

EH-771326-L4430163

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:
The City of Clovis, its Officers, employees, and volunteers. shall be listed as Additional Insured. 155 N Sunnyside Ave Clovis, CA 93611
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

9/11 Run to Remember 2026
Businesses Notification List

Date	Business Name	Business Address
7/30/2026	Peerless Print and Graphics	110 W Pontiac Way #102
7/30/2026	On Deck Ath Beam	110 W Pontiac Way #103
7/30/2026	Earth's Virtues	110 W Pontiac Way #104
7/30/2026	Fisher Wraps	110 W Pontiac Way #104
7/30/2026	Blue Amber	110 W Pontiac Way #106
7/30/2026	Willems Kustom Woodworking	110 W Pontiac Way #107
7/30/2026	Vacant	110 W Pontiac Way #108
7/30/2026	Mobile 12B Solutions	110 W Pontiac Way #109
7/30/2026	Mchemst Coffee Lab	110 W Pontiac Way #110
7/30/2026	Wrapiting Ag	110 W Pontiac Way #111
7/30/2026	Elite Medical and Dental Supply	110 W Pontiac Way #112
7/30/2026	Ships reed	110 W Pontiac Way #113
7/30/2026	Wharehouse DoneBoard	110 W Pontiac Way #114b
7/30/2026	Power Clovis	110 W Pontiac Way #116
7/30/2026	Express Yourself Event Design	110 W Pontiac Way #118
7/30/2026	Showroom Gallery	111 W Pontiac Way #118b
7/30/2026	Vacant	112 W Pontiac Way #119
7/30/2026	Clovis Fire Department - Training	3455 Lind Ave
7/30/2026	Valley Fence	3505 Lind Ave
7/30/2026	Consolidated Mosquite District	3555 Lind Ave
7/30/2026	CSC Service Works	105 W Dakota #101
7/30/2026	Family Tree now	105 W Dakota #103
7/30/2026	Fresno Judo Club	105 W Dakota #106
7/30/2026	Vacant	105 W Dakota #108
7/30/2026	Vacant	105 W Dakota #109
7/30/2026	Vacant	105 W Dakota #110
7/30/2026	Vacant	105 W Dakota #111
7/30/2026	Vacant	105 W Dakota #112
7/30/2026	Setting the Stage	105 W Dakota #114
7/30/2026	Vacant	105 W Dakota #117
7/30/2026	Brute Force Fab	105 W Dakota #118
7/30/2026	Vacant	105 W Dakota #119
7/30/2026	Krazan	215 W Dakota
7/30/2026	NIACC-Avitech Technologies	245 W Dakota
7/30/2026	Cook Land Company	200 W Pontiac Way (County Offices)
7/30/2026	KW Automotive	300 W Pontiac Way

Note on KW Automotive: We notified them of the event, but their offices are not blocked during event

9/11 Run to Remember

Road Closure Notification

September 5th 2026

On Saturday September 5th 2026 we will be holding the 9/11 Run to Remember. Streets along W Pontiac Way to Lind Ave to W Dakota Ave will be closed from 6:30am to 8:00am. North-bound Airways from Dakota & Peach to Leyte Ave (Gap Dr) will be closed from 6:00am to 8:30am. South-bound Airways Blvd will remain opened throughout the event. We thank you for your patience and if you need any special needs during the closure or have additional questions, please contact the event organization at ccw.info@Yahoo.com

CITY of CLOVIS

Report to the City Council

To: City Council

From: General Services Department

Date: August 17, 2026

Staff: Amy Hance, General Services Director

Subject: General Service – Approval – Res. 26-____, 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)

Recommendation: Approve

Attachments:
1. FMAAA FY2627 Grant Contract ATT 1 Res 26- Grant Authorization
2. FMAAA FY2627 Grant Contract ATT 2 Grant Contract

Recommendation:
For the City Council to approve a resolution 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)

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 in need. The total grant allocation for FY 2026-2027 is $51,000.00, which will be used for food purchase and administration of the program.

Background:
The City of Clovis has received grant funds from the FMAAA for senior service programs since 1981. The funding is made available on an annual basis and the City must reapply each year for the grant. The FMAAA released its request for proposal for FY 2026-2027 senior services program funding for the nutrition program.

The City of Clovis' allocation from FMAAA for FY2026-2027 is $51,000.00 for the nutrition program. The expected funding will be used for senior nutrition site management which includes participant assessments, coordinated meal orders, and on-site management of the lunch program at the new Clovis Senior Activity Center at Landmark Square. Prior to the pandemic, an average of 50 meals were served at the center daily. After moving into the new center on Third Street, an average of 88

meals are being served each day. The hot meals are prepared and delivered to the senior center by Trio. The senior center has managed the senior nutrition program since 1994 and meets all the monitoring criteria for this program.

Fiscal Impact:
The FMAAA grant funding for FY 2026-2027 is as follows:

Title III C-1 Congregant Nutrition July 2026 – June 2027	$51,000.00
Total FMAAA Funding FY 2026-2027	**$51,000.00**

Reason for Recommendation:
The FMAAA funds are essential in re-establishing the nutrition programs at the Clovis Senior Activity Center. The grant funding is used to provide staff, supplies, and administration of the program.

Actions Following Approval:
Upon approval of the grant proposal by the FMAAA, the City Manager will sign grant contract #27-0051 for the funding.

Conflict of Interest:
None.

RESOLUTION 26-

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, that the City of Clovis proceeds 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 #27-0051 for FY 2026-2027 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 17, 2026, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN

DATED: August 17, 2026

Mayor	City Clerk

Attachment 1

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Fresno Madera
Agency on Aging
Change The Way You Age

June 29, 2026

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: 27-0051, Title III C1 Congregate Nutrition Site Management:
Clovis Senior Center $51,000 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 required. Exhibit B – Budget (Excel template) and Exhibit E – Program Narrative (Fillable PDF), included with this letter, are to be completed electronically and uploaded to DocuSign. DocuSign recipients were selected based on the 2026 Contract Contacts Update. Please contact mrobinson@fmaaa.org if signature permissions need to be changed.

Pending finalization of the Fiscal Year 2025–2026 Agreement, this letter serves as your authority to provide the Title III C1 Congregate Nutrition Site Management under Contract No. 27-0051 effective July 1, 2026. This authorization remains in effect through August 31, 2026, or until the Agreement is fully executed, whichever occurs first.

The completed Agreement must be finalized and returned to FMAAA by Thursday, August 13, 2026, forty-five (45) days from the date of this letter (Terms and Conditions Declaration, Article II. Agreement). If additional time is required (e.g., for governing board or city council approval), written notice must be provided to FMAAA prior to the expiration of the forty-five (45) day period.

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

Sincerely,

Signed by:
Hillaree D. Bennett
F7C18C4205AB492...

Hillaree Bennett
Program Director
hbennett@fmaaa.org

ATTACHMENT 2

Documents Required To Execute Contract

FMAAA requires all contract documents to be completed and submitted electronically through DocuSign within forty-five (45) days of the contract's Initial Letter date (Article II. Agreement). Providers must ensure all assigned sections and required signatures are properly completed as designated. Signature permissions are assigned based on the 2026 Contract Contacts Update. For questions, assistance, technical issues, or updates to signature permissions, please contact Miles Robinson at mrobinson@fmaaa.org.

The following contract documents require signatures and/or typed entries via DocuSign.

- ☐ **Page 2, Area Plan Grant Award Contract Signature Page**
  - *Must include signature of individual named in Exhibit E 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 the signature of the Chair of the service provider's governing board. Appendix A is required and may be uploaded separately in DocuSign along with any additional board resolution documentation required by the 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 the signature of the individual authorized by the 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 D, Method of Providing Audit Compliance**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

The following documents must be completed outside of DocuSign and then uploaded to DocuSign for submission.

- ☐ **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).*
- ☐ **Exhibit B, Budget**
  - *Email Excel version to **pbustamante@fmaaa.org** and **pcontreras@fmaaa.org**; and attach to the Documents Upload Page at the end of the contact file.*
- ☐ **Exhibit E, Program Narrative**
  - *Complete editable pdf version sent via email and attach to the Documents Upload Page at the end of the contact file.*

Please attach the following to the Docusign Documents Upload Page at the end of the contract file.

- ☐ **List of all proposed subcontractors for this Agreement (if any),**
  - *Following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.*
- ☐ **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.*
- ☐ **IRS Determination Letter of Tax-Exempt Status**
  - *Only if a non-governmental organization*
- ☐ **Organizational chart, including names and position titles for contracted program**
- ☐ **Job Description and Resume**
  - *For the 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*
- ☐ **List of Governing Board members**
- ☐ **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ **Current documents** *(i.e. flyers, brochures) used to promote the* **contracted program**
- ☐ **CDA Privacy and Information Security Awareness Training Certificates**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Article I. Definitions And Resolutions of Language Conflicts, Section 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.	"Subcontract" 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 for the subcontractor to carry out part of a federal award received by the Contractor under this Agreement. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program.	Clarification
Article V. Assurances, Section L	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."	1. In 2011, Governor Jerry Brown issued an executive memo that has banned state agencies and departments from spending taxpayer money on promotional items, which he named "S.W.A.G". S.W.A.G. stands for "Stuff We All Get." The executive memo has not been overturned and is still in effect; accordingly, all entities that receive state funds must adhere to the executive memo. <u>SPECIFIC EXAMPLES OF S.W.A.G.</u> In the executive memo, Governor Brown named specific items that constitute S.W.A.G., which he defined as "free giveaway and gift items," including key chains, squeeze toys, pens, hats, trinkets, shirts, cups, flashlights, ashtrays, and other "unnecessary" items. This	Clarification

		is not an exhaustive list. Ultimately, there is no specific case law defining SW.A.G.; each case is unique. AAAs and their contractors must assess whether an item is either S.W.A.G., or an allowable expense. The decision to proceed with the purchase at issue as an allowable expense requires the AAA or contractor to maintain a record and keep a written justification regarding the purchase in its procurement file, as discussed below. 2. KEEPING WRITTEN JUSTIFICATION FOR PROCUREMENT If the AAA or contractor determines that it is moving forward with the purchase of a promotional item, it should comply with the procedures outlined in SCM Vol 2. Chapter 400, section 401: Promotional Materials-401 *Prior to conducting a purchase for promotional materials, written justification must be kept in the procurement file supporting how the purchase of promotional materials meets the departmental mission and the AAA's [or contractor's] business needs. Written justifications should include a description of*	

		the type of event(s) and how the promotional material(s) will be used. [See:https://www.dgs.ca.gov/PD/Resources/SCM/TOC/2/2-8, All expenditures of public funds must support the Department's function, purpose, and benefit the state.] 3. FUNCTIONALITY AS AN ASSESSMENT FACTOR In conducting its analysis on whether a promotional item constitutes S.W.A.G. or should be deemed an allowable expense, the AAA or contractor may consider: • The functionality of the item, • Whether the item is given to a targeted group of people vs. to the general public, • Whether the items are to be used for promotional purposes in support of the departmental mission and the AAA's or contractor's business needs. 4. AAAs and their contractors should work with their counsel to determine whether a promotional item may constitute S.W.A.G. If the AAA or their contractor deems the item an allowable expense, this will trigger the requirement to maintain written justification in its procurement files.	
Article VII. Budget and	New	Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials	Clarity in definition of

Budget Revisions , Section C, Item 1		and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]	Modified Total Direct Cost (MTDC)
Article VIII. Payment, Sections C, D, and E	New	C. The Agency on Aging shall process and approve reported expenditures that are based upon actual, not estimated expenditures. The Agency on Aging shall notify the Contractor of any disputed expenditures. D. The Contractor shall submit timely expenditures to the Agency on Aging. Late expenditures may lead to a delay in payment until the following month. E. Upon written request by the Agency on Aging, the Contractor must submit additional documentation or justification to support the reported expenditures.	Clarification
Article XIV. Audit Requirements, Section C, Item 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	Contractors that expend $1,000,000 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:	Clarification

	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:		
Article XIV. Audit Requirements, Section G, Item 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.	Ensuring that subcontractors expending $1,000,000 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.	Clarification
Article I. Definitions And Resolutions Of Language Conflicts. Section EE.	New	"Wait List" means a list of individuals eligible for an OAA service, established and maintained by the service provider, when the service provider has reached capacity and is unable to provide the OAA service to all eligible individuals who request the service.	Clarification

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Area Plan Grant Award

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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, 2027, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2026 through June 30, 2027 period may be incurred after June 30, 2027.

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 *May 13, 2026*			
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.:	27-0051	Service:	Site Management

Site	**12-Month Funding Cycle**	**Contract Period Grant Amount**
Clovis Senior Center	July 1, 2026 to June 30, 2027	***$51,000***
	1st Qtr. Maximum	***$10,200***
Total Term of Contract Grant Award:		***$51,000***

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 inn Exhibit E as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.	Date
Type Name	Title
Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Type Name	Title
Contractor Federal Employer I.D. Number:	Contractor Unique Entity ID:

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jamie Sharma	Executive Director
Type Name	Title

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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” 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 for the subcontractor to carry out part of a federal award received by the Contractor under this Agreement. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program.

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

EE. "Wait List" means a list of individuals eligible for an OAA service, established and maintained by the service provider, when the service provider has reached capacity and is unable to provide the OAA service to all eligible individuals who request the service.

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 July 1, 2026, through June 30, 2027, 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 statues 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 low 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. 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

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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 is 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 hall 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

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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

1. In 2011, Governor Jerry Brown issued an executive memo that has banned state agencies and departments from spending taxpayer money on promotional items, which he named "S.W.A.G".

   S.W.A.G. stands for "Stuff We All Get." The executive memo has not been overturned and is still in effect; accordingly, all entities that receive state funds must adhere to the executive memo.

   SPECIFIC EXAMPLES OF S.W.A.G.
   In the executive memo, Governor Brown named specific items that constitute S.W.A.G., which he defined as "free giveaway and gift items," including key chains, squeeze toys, pens, hats, trinkets, shirts, cups, flashlights, ashtrays, and other "unnecessary" items. This is not an exhaustive list.

   Ultimately, there is no specific case law defining SW.A.G.; each case is unique. AAAs and their contractors must assess whether an item is either S.W.A.G., or an allowable expense. The decision to proceed with the purchase at issue as an allowable expense requires the AAA or contractor to maintain a record and keep a written justification regarding the purchase in its procurement file, as discussed below.

2. KEEPING WRITTEN JUSTIFICATION FOR PROCUREMENT
   If the AAA or contractor determines that it is moving forward with the purchase of a promotional item, it should comply with the procedures outlined in SCM Vol 2. Chapter 400, section 401:

   Promotional Materials-401

   Prior to conducting a purchase for promotional materials, written justification must be kept in the procurement file supporting how the purchase of promotional materials meets the departmental mission and the AAA's [or contractor's] business needs. Written justifications should include a description of the type of event(s) and how the promotional material(s) will be used.

[See: https://www.dgs.ca.gov/PD/Resources/SCM/TOC/2/2-8, All expenditures of public funds must support the Department's function, purpose, and benefit the state.]

3. FUNCTIONALITY AS AN ASSESSMENT FACTOR
   In conducting its analysis on whether a promotional item constitutes S.W.A.G. or should be deemed an allowable expense, the AAA or contractor may consider:
   - The functionality of the item,
   - Whether the item is given to a targeted group of people vs. to the general public,
   - Whether the items are to be used for promotional purposes in support of the departmental mission and the AAA's or contractor's business needs.

4. AAAs and their contractors should work with their counsel to determine whether a promotional item may constitute S.W.A.G. If the AAA or their contractor deems the item an allowable expense, this will trigger the requirement to maintain written justification in its procurement files.

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 pursuance 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 April 30, 2027.

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.

   Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the award). MTDC excludes in-kind contributions,

equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

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. <u>Program Specific Funds</u>

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. The Agency on Aging shall process and approve reported expenditures that are based upon actual, not estimated expenditures. The Agency on Aging shall notify the Contractor of any disputed expenditures.

D. The Contractor shall submit timely expenditures to the Agency on Aging. Late expenditures may lead to a delay in payment until the following month.

E. Upon written request by the Agency on Aging, the Contractor must submit additional documentation or justification to support the reported expenditures.

F. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contract 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.

G. 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*.

H. 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*.

I. 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.

J. 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 July 15, 2027. 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, 2027, 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 July 1, 2026 through June 30, 2027 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 (SAM 8610.5):

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 $1,000,000 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; an 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. <u>Termination Without Cause</u>

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. <u>Termination for Cause</u>

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. Agency on Aging mat 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.

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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.

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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, 2026, to June 30, 2027, including any subsequent amendments and all necessary supporting documents.

_____
Name of Chair ***(Please Print)***
Governing Board

_____ _____
Signature of Chair **Date**
Governing Board

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.

Contractor/Vendor Name (Typed)	*Federal ID Number*	*Contractor Unique Entity ID*

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

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determines that any of the following has occurred: the Contractor has made false certification, 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/Provider 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/Provider 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/Provider must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.

APPENDIX C
INFORMATION INTEGRITY AND SECURITY STATEMENT

- All employees/subcontractors of the Contract/Vendor/Provider must comply with the Area Plan Terms and Conditions Agreement, Article V, Section H, Information Confidentiality and Security requirements as outlined in the contract.

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.

_____
Provider Printed Name and Title

_____ _____
Provider Signature Date

Title III C1 - Elderly Nutrition Site Management 27-0051 - City of Clovis
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	2027
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.

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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;

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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:

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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).

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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.

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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

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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

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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.

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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

Patricia Contreras – Ext. 503
Finance Manager
Email: pcontreras@fmaaa.org

Sarah Santoyo – Ext. 201
Nutrition Program Manager
Email: ssantoyo@fmaaa.org

Sarah Carl – Ext. 502
Clinical Manager
Email: scarl@fmaaa.org

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APPENDIX I

FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 214-0299 (800) 510-2020

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 3RD St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Del Rey Senior Citizen's Center	10661 Morro Ave	Del Rey, CA 93616
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Inspiration Park	5770 W Gettysburg Ave	Fresno, CA 93722
Kerman Senior Center	720 S. 8th 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 6th 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 ***Specific Instructions*** 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.)

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 ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ Other (see instructions)

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 . . . . . ☐

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)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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**

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

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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).

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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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: 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).

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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.

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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	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[1]
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*
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.

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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 ad 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

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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. <u>Site Management Responsibilities</u>

   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;

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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

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.

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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

[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.

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 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 changes 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 *Staffing* on page 4 of Exhibit E, *Program Narrative*. 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 Driver-*Route 1; Driver-Route 2*, 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, *Total Payroll Taxes* and *Total Benefits*).
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). *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.*

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 *Description of Work Performed* 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, *Deferred Program Income*).
4.a - 4.d	Matching Funds - Cash and In-Kind (List Source)	See page 2 of instructions, *Matching Funds* and *In-Kind*. 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, *Non-Matching Funds*).
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.

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(Revised June 2024)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2026-2027

CONTRACTING AGENCY: _____ **CONTRACT NO:** _____

PROGRAM: Title III C1 - Site Management **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
1. Senior Center Nutrition Services Worker	Salary									
2. Senior Custodian	Salary									
3.	Salary									
4.	Salary									
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
	Total Salaries			*Page 2 Line 1 a ----->*						
	Total Payroll Taxes			*Page 2 Line 1 b ----->*						
	Total Benefits			*Page 2 Line 1 c ----->*						
TOTAL PERSONNEL COSTS				*Page 2 Line 1 ----->*						

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

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EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM:	Elderly Nutrition Program Site Management
SERVICE PROVIDER:	City of Clovis
CONTRACT NUMBER:	27-0051 - City of Clovis
SITE:	Clovis Senior Activity Center
CONTRACT EFFECTIVE:	Date of FMAAA Executive Director Signature on Page 2 to June 30, 2027

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.

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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

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code

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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			
Spanish			
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

EXHIBIT E
PROGRAM NARRATIVE

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

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

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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)*

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

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Title III C1 Nutrition Site Management

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.

What was the primary accomplishment achieved by the contracted program in the most recent year services were provided?

EXHIBIT E
PROGRAM NARRATIVE

Please describe another accomplishment achieved by the contracted program in the most recent year services were provided.

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.

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

***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.**

Name	*Title*

Telephone Number	*E-mail Address*

→ ***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

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2026		
August 2026		
September 2026		
October 2026		
November 2026		
December 2026		
January 2027		
February 2027		
March 2027		
April 2027		
May 2027		
June 2027		
Total Days of Contracted Service to be Provided under this Agreement:		

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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.

How would participants of the contracted program benefit from these improvements?

EXHIBIT E
PROGRAM NARRATIVE

Describe the specific steps your organization will take to make these improvements during the current funding period.

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

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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** *(income level at or below the Federal Poverty Level)* to inform them of the contracted program and welcome them to participate?
How does your organization reach **older adults who are socially isolated** *(need caused by non-economic factors)* to inform them of the contracted program and welcome them to participate?

EXHIBIT E
PROGRAM NARRATIVE

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?
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?

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?
How does your organization reach **older adults with limited English proficiency** to inform them of the contracted program and welcome them to participate?
How does your organization reach **older adults who live in rural areas** to inform them of the contracted program and welcome them to participate?

EXHIBIT E
PROGRAM NARRATIVE

How does your organization reach **older adults with severe disabilities** *(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)* to inform them of the contracted program and welcome them to participate?
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?

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 3rd 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) 324-2767	ashleew@clovisca.gov

Name of Secondary Contact:		Nella Audas	
Job Title	Cell Phone	Office Phone	Email Address
Senior Services Nutrition Worker		(559) 324-2752	nellaa@clovisca.gov

Please check all emergency services that could be provided from this site:			
x	Emergency Power/Generator	x	CB or Ham Radio
x	Emergency First Aid	x	Internet Access
x	Cooking Facilities	x	Spanish Translation
x	Distribution Site for Food & Water	x	Sign Language Translation
x	Counseling Services	x	Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	X	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?	X	
Does this site have a dedicated vehicle that is lift-equipped?	X	
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

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 the local, county, and state emergency teams.

CDA Privacy and Information Security Awareness Training Requirement

Pursuant to **Article V. Assurances of the Agreement Terms and Conditions Declaration**, the California Department of Aging (CDA) requires that **all contracted Providers complete the CDA Privacy and Information Security Awareness Training annually**. This requirement applies to the Provider staff who:

- Come into contact with participants;
- Access, receive, transmit, or manage participant information;
- Have access to Personal and Confidential Information (PSCI); and/or
- Manage and/or administer this contract in any capacity.

The training is available at:

English Version:
https://www.aging.ca.gov/Information_Security/Privacy_and_Information_Security_Awareness_Training/?version=english

Spanish Version:
https://www.aging.ca.gov/Information_Security/Privacy_and_Information_Security_Awareness_Training/?version=spanish

Upon completion of the training, a **Certificate of Completion** will be generated. Each applicable staff member must:

1. Save the Certificate of Completion;
2. Virtually sign and date the certificate

Upon completion of the training by all required Provider staff, the completed certificates **must be uploaded to the DocuSign Document Upload Page** located at the end of this contract.

Submission of all required certificates is a condition of contract execution and continued compliance. Failure to complete and submit the required documentation may result in delayed contract processing or other appropriate corrective action.

Please initial and date below to indicate your understanding of the requirement.

DocuSign Document Upload Page

Directions: Please click on the paperclip button in the left-hand column to upload the designated item from the right-hand column.

	Appendix A - Resolution of Authorization to Contract • *Must contain the signature of the Chair of the service provider's governing board. Appendix A is required and may be uploaded separately in DocuSign along with any additional board resolution documentation required by the provider's governing board.*
	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). Signature must be from the current year.*
	Exhibit B – Budget • *Budget Excel Template sent in initial email.*
	Exhibit E, Program Narrative • *Complete editable pdf version sent via email and attach here.*
	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. This includes the General Liability Certificate of Insurance and the Workers Compensation Certificate of Insurance documents.*
	IRS Determination Letter of Tax-Exempt Status • *Only if a non-governmental organization.*
	Organizational Chart • *Include the names and position titles for contracted program.*
	Job Description and Resume • *For the individual named on Exhibit E who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.*
	List of Governing Board members *(Required)* **and List of Advisory Council Members** *(If Applicable)*
	CDA Privacy and Information Security Awareness Training Certificates • *Please see previous page.*

DocuSign Document Upload Page

	Current Documents • *Flyers, brochures, etc. used to promote the* ***contracted program.***
	Other Documents • *Use as needed to upload additional documents.*

CITY of CLOVIS

Report to the City Council

To: City Council

From: Planning and Development Services Department

Date: August 17, 2026

Staff: Thad Avery, City Engineer

Subject: Planning and Development Services – Approval – Bid Award for CIP 22-04 Shaw Avenue Widening Phase 2 to Avison Construction, Inc., in the amount of $7,038,633.00; and Authorize the City Manager to execute the contract on behalf of the City.

Recommendation: Approve

Attachments:
1. CIP 22-04 Bid Award ATT 1 Vicinity Map

Recommendation:
For the City Council to award a contract for CIP 22-04 Shaw Avenue Widening Phase 2 to Avison Construction, Inc., in the amount of $7,038,633.00; and authorize the City Manager to execute the contract on behalf of the City.

Executive Summary:
Staff is recommending that the City Council award the contract to Avison Construction, Inc., who is the lowest responsible bidder from a bid opening that took place on August 4, 2026, and authorize the City Manager to execute the project contract on behalf of the City.

The project involves street improvements on Shaw Avenue from De Wolf Avenue to Leonard Avenue, including roadway widening and utility infrastructure improvements. Roadway widening improvements include, but are not limited to, demolition and removal of existing improvements; installation of asphalt pavement; concrete improvements including curb and gutter, median, and related concrete features; street lighting; installation of an underpass structure and associated foundations; traffic striping, pavement markings and signage; traffic signal installation and modifications; installation of traffic loop detectors; and other miscellaneous improvements. Utility infrastructure improvements include, but are not limited to, storm drain facilities, sewer facilities, recycled water facilities, and potable water facilities.

Background:
The following is a summary of the bids received on August 4, 2026:

Bidders	Base Bid
Avison Construction, Inc.	$7,038,633.00
Cal Valley Construction, Inc.	$7,399,035.00
Agee Construction Company	$7,488,139.00
American Paving Company	$8,369,938.40
Granite Construction Company	$8,426,225.00
Dawson-Mauldin, LLC	$8,686,336.00
Mountain Cascade, Inc.	$9,467,182.00
Engineer's Estimate	**$7,860,076.00**

All bids were examined, and the bidder's submittals were found to be in order. Avison Construction, Inc., is the lowest responsible bidder. Staff has validated the lowest bidder contractor's license status and bid bond.

Fiscal Impact:
The project was approved in the Community Invest Program 2026-2027 fiscal year budget and is funded by Regional Measure C through the City Community Investment Program. The Recycled Water and Sewer improvements are supported by the sewer developer fund, and the Potable Water improvements are supported by the water developer fund in the City Community Investment Program.

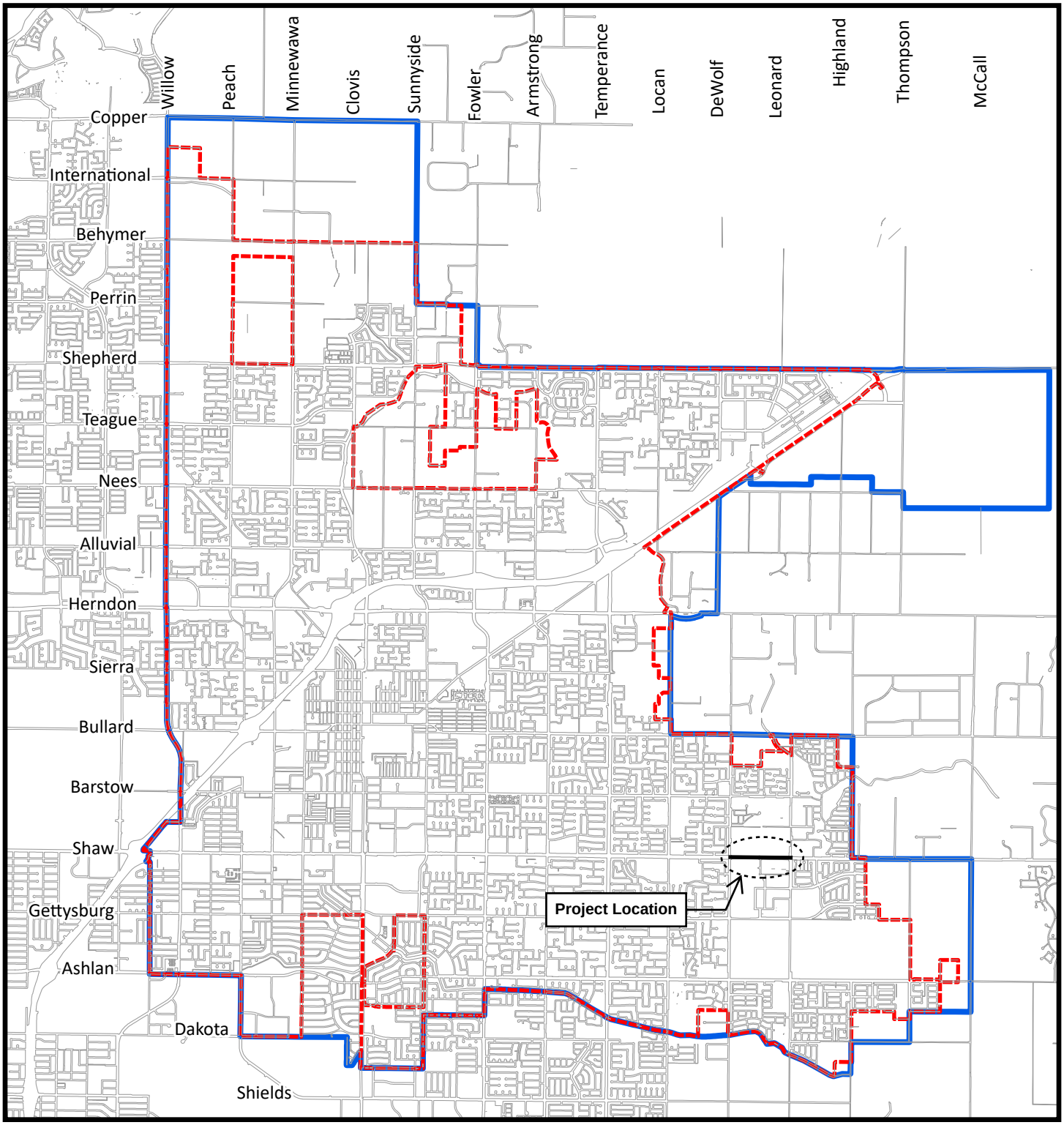
Reason for Recommendation:
Avison Construction, Inc., is the lowest responsible bidder. There are sufficient funds available for the anticipated cost of this project.

Actions Following Approval:
1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately two (2) weeks after the contract execution and be completed in two hundred (200) working days thereafter.

Conflict of Interest:
None.

VICINITY MAP

CIP 22-04 Shaw Avenue Widening Phase 2



Attachment 1

City Limits

Sphere of Influence

0 0.5 1 2

Miles

N W E S

Print Date: August 6th 2026

Jacob Redelfs

CITY of CLOVIS

Report to the City Council

To: City Council

From: Planning and Development Services Department

Date: August 17, 2026

Staff: Thad Avery, City Engineer

Subject: Planning and Development Services – Approval – Final Acceptance and Authorization to Record the Notice of Completion for CIP 26-02 ADA Curb Return Ramps for a Final Contract Cost of $210,466.83.

Recommendation: Approve

Attachments:
1. CIP 26-02 Final Acceptance ATT 1 Vicinity Map

Recommendation:
For the City Council to Approve the Final Acceptance and Authorization to Record the Notice of Completion for CIP 26-02 ADA Curb return Ramps - 2026 for a Final Contract Cost of $210,466.83.

Executive Summary:
This project involved reconstruction of concrete curb ramps, curbs, gutters, sidewalks. The work included, but wasn't limited to, clearing, grubbing, saw cutting, compacting, installation of concrete curb ramps, sidewalks, valley gutters, curb, gutter, asphalt concrete, adjusting existing utilities to finish grade, adjusting landscaping, adjusting irrigation, signage, striping, and traffic control.

Background:
Bids were received on February 10, 2026, and the project was awarded by the City Council to the lowest responsible bidder, Tosted Asphalt, Inc., on February 17, 2026. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

Fiscal Impact:

Award	$171,673.58
Cost increase/decrease resulting from differences between estimated quantities used for the award and actual quantities installed.	$4,301.75
Contract Change Orders	$34,491.50
Liquidated Damages	$0.00
Final Contract Cost	**$210,466.83**

The cost increase was due to additional concrete required for ADA compliance.
The Contract Change Order provided for additional curb ramps, sidewalks, and removal and replacement of valley gutters, as requested by the Public Utilities Department.

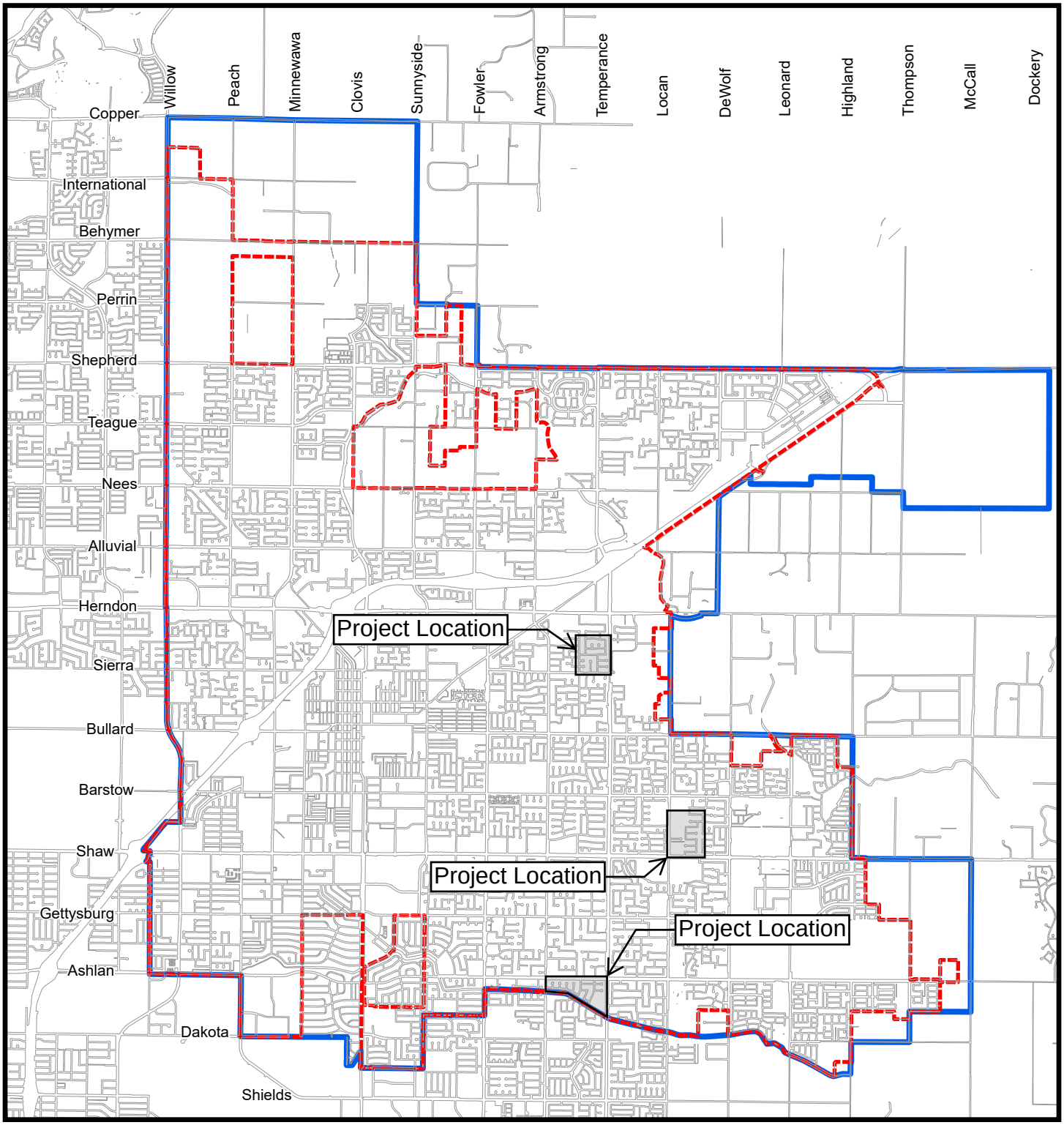
Reason for Recommendation:
The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, Tosted Asphalt, Inc., has requested final acceptance from the City Council.

Actions Following Approval:
1. The Notice of Completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following the recording of the notice of completion, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with “completion” defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

Conflict of Interest:
None.

VICINITY MAP

CIP 26-02 ADA Curb Return Ramps - 2026



Attachment 1

City Limits

Sphere of Influence

0 0.5 1 2

Miles

N W E S

Print Date: February 10, 2026

Gerry Villalobos

CITY of CLOVIS

Report to the City Council

To: City Council

From: Planning and Development Services Department

Date: August 17, 2026

Staff: McKencie Perez, City Planner

Subject: Consider items associated with Ordinance Amendment 2026-002 and the Multiple-Family Residential Design Standards. City of Clovis, applicant.

a. Consider Approval - Res. 26-___, A resolution adopting an exemption from further environmental review under the California Environmental Quality Act Guidelines section 15061, subdivision (b)(3) for Ordinance Amendment 2026-002 and the Multiple-Family Residential Design Standards.

b. Consider Introduction - Ord. 26-___, OA2026-002, An ordinance amending section 9.32.040 of the City's Development Code to modify the parking requirements for multifamily dwellings.

c. Consider Approval - Res. 26-___, A resolution approving an amendment to the Multiple-Family Residential Design Standards.

Recommendation: Continue to a date uncertain

Attachments: None

Recommendation:
Staff recommends that the City Council continue the item to a date uncertain to provide staff additional time to review and consider the comments and input received.

CITY of CLOVIS

Report to the City Council

To:	City Council
From:	Administration
Date:	August 17, 2026
Staff:	Chad McCollum, Economic Development, Housing and Communications Director
Subject:	Receive and File - Presentation by the Fresno County Economic Development Corporation – Comprehensive Economic Development Strategy (CEDS) 2025–2030 and Workforce Development Program Update. **Recommendation:** Receive and File
Attachments:	None

Chris Zeitz, Vice President for Workforce Development will give a verbal presentation on this item.

Please direct questions to City Manager's office at 559-324-2060.

CITY of CLOVIS

Report to the City Council

To: City Council

From: Administration

Date: August 17, 2026

Staff: Briana Parra, City Clerk

Subject: Consider Adoption - Ord. 26-06, R2024-002, An ordinance of the City Council approving a rezoning of 15 parcels instead of the originally requested 20 parcels from various zone districts to the R-3 (Multi-family High Density) and R-4 (Multi-family Very High Density) zone districts. (Vote: 4-1, with Mayor Pro Tem Pearce voting no)

Recommendation: Adopt

Attachments:

1. Infill Rezone Adopt Ord. 26-06 ATT 1 Ordinance
2. Infill Rezone Adopt Ord. 26-06 ATT 1 Public Comment

This item was approved for introduction on August 10, 2026, with less than a unanimous vote. Please direct questions to the City Manager's office at 559-324-2060.

ORDINANCE 26-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING AND CHANGING THE OFFICIAL ZONE MAP OF THE CITY OF CLOVIS IN ACCORDANCE WITH SECTION 9.08.020 OF THE CLOVIS MUNICIPAL CODE TO REZONE APPROXIMATELY 34 ACRES FROM VARIOUS ZONE DISTRICTS TO THE R-3 (MULTIFAMILY HIGH DENSITY) AND R-4 (MULTIFAMILY VERY HIGH DENSITY) ZONE DISTRICTS FOR 15 SITES LOCATED THROUGHOUT THE CITY OF CLOVIS

WHEREAS, the City of Clovis ("City"), 1033 Fifth Street, Clovis, CA 93619, initiated an application for Rezone (R) 2024-002 to amend the City's zoning map; and

WHEREAS, the initiation of the project was required in conjunction with the terms of the judgment entered in the *Martinez v. City of Clovis* case, whereby the City is required to rezone properties as part of the Infill Rezone Program in order to bring the City's Housing Element into compliance with applicable state law, which includes approximately 54 acres (20 sites) throughout the City; and

WHEREAS, the City proposes to amend the zoning map for approximately 54 acres (20 sites) throughout the City of Clovis and rezone the 20 sites from various zone districts to the R-3 (Multifamily High Density) and R-4 (Multifamily Very High Density) zone districts, as shown in **Attachment A** ("Project") attached hereto and incorporated by reference; and

WHEREAS, the City worked with Rincon Consultants, Inc. and prepared an Environmental Assessment (EA) for the Project pursuant to Government Code section 65759, which provides that the California Environmental Quality Act does not apply to discretionary actions necessary to bring the Housing Element into compliance with State law pursuant to a court order or judgment; and

WHEREAS, the EA for the Project, dated April 2026, contains a mitigation monitoring and reporting program and collectively makes up the EA for the Project; and

WHEREAS, the City published notice of a public hearing to be held on July 6, 2026, for R2024-002 in *The Business Journal* on June 12, 2026, more than 20 days prior to the City Council hearing in accordance with Government Code section 65484, subdivision (b)(2), and otherwise posted and provided written notice of the public hearing in accordance with applicable law; and

WHEREAS, on July 6, 2026, the City Council continued the duly noticed public hearing to August 10, 2026; and

WHEREAS, the duly noticed and continued public hearing was held and conducted on August 10, 2026; and

WHEREAS, R2024-002 is in keeping with the intent and purpose of the City's Zoning Ordinance; and

WHEREAS, the City Council has had an opportunity to review and consider the entire Administrative Record relating to the Project, which is on file with the City's Department of

Planning and Development Services, and reviewed and considered those portions of the Administrative Record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report, the recommendation(s) of the Clovis Planning Commission the written materials submitted with the request, and the verbal and written comments, testimony, and other evidence presented during the public hearing, which are incorporated herein by this reference ("Administrative Record").

NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL FINDS AND DETERMINES AS FOLLOWS:

1. The Project as proposed consisted of twenty (20) sites located throughout the City as identified in the Administrative Record. Based on the Administrative Record, including the comments and evidence presented during the public hearing, the City Council determines each of the required findings for approval of a rezone cannot be made for the following five (5) sites identified in the Administrative Record as Site ID Nos. 72, 115, 157, 197, and 590, and those five (5) sites are not approved as part of the Project.

2. As fully detailed in the analysis in the staff report for this item and Administrative Record, the Project, consisting only of the fifteen (15) remaining sites as identified in **Attachment A**, satisfies the following required findings for approval of a rezone:

    a. The proposed amendment is consistent with the goals, policies, and actions of the General Plan;

    b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City; and

    c. The parcel is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designations and anticipated land uses/ projects.

3. The City Council hereby approves R2024-002, consisting only of the fifteen (15) remaining sites as identified in **Attachment A**.

The City Council of the City of Clovis does ordain as follows:

Section 1 The official map of the city is amended in accordance with Section 9.08.020 and Chapter 9.86 of the Clovis Municipal Code by rezoning certain land in the City of Clovis, County of Fresno, State of California, to wit:

LEGAL DESCRIPTION:

See the attached **Attachment A**.

Section 2 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: August 10, 2026

_____ _____

Mayor City Clerk

* * * * * * * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on August 10, 2026, and was adopted at a regular meeting of said Council held on August 17, 2026, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: August 17, 2026

_____

City Clerk

ATTACHMENT A

LEGAL DESCRIPTION

Site #3

Description of Zoning Changes for Site:

Site #3 will adjust the zone district from the P-C-C (Planned Commercial Center) zone district to the R-3 (Multifamily High Density) zone district.

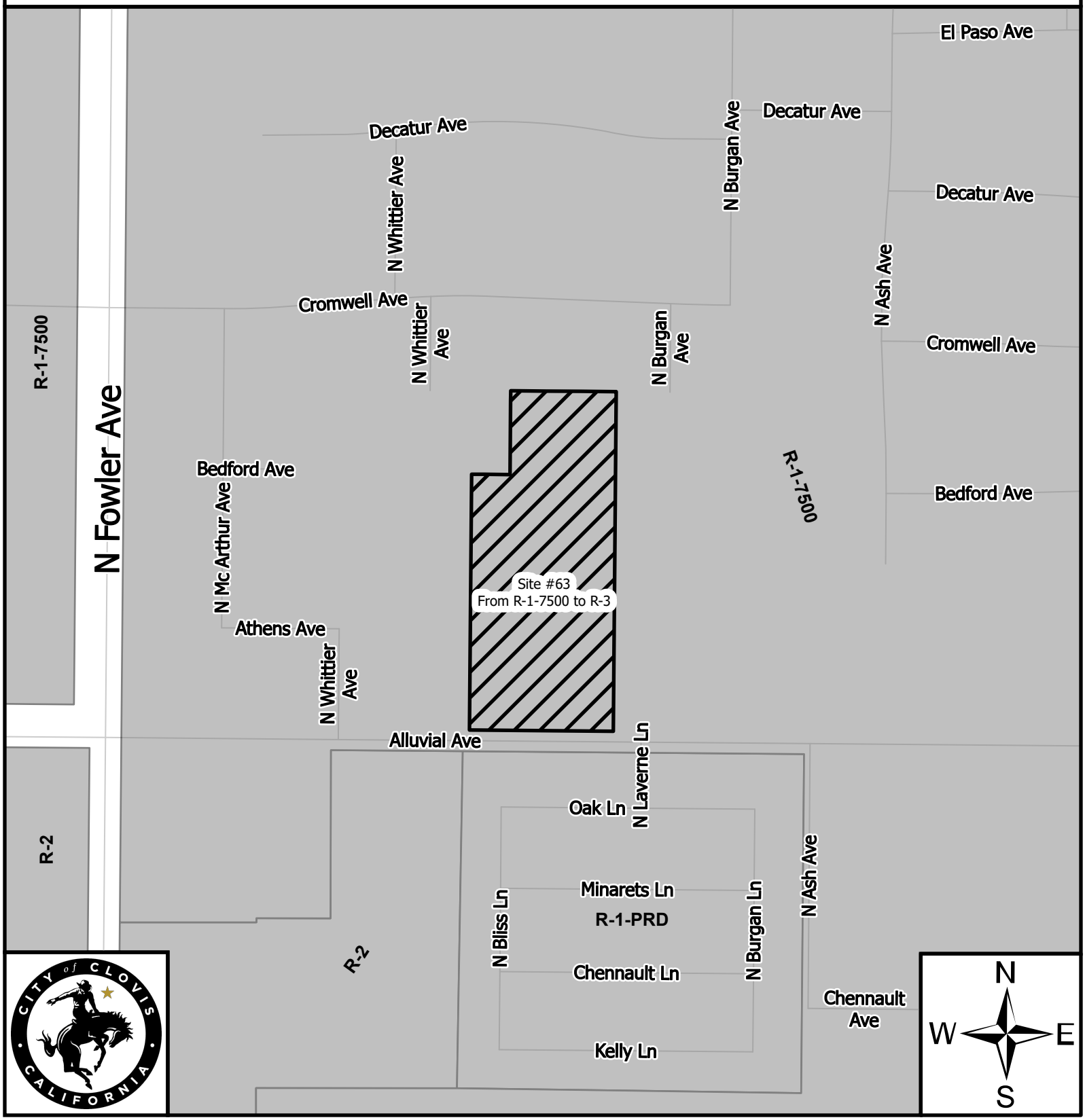
0 175 350 700 1,050

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Site #63



Description of Zoning Changes for Site:

Site #63 will adjust the zone district from the R-1-7500 (Single Family Residential) zone district to the R-3 (Multifamily High Density) zone district.

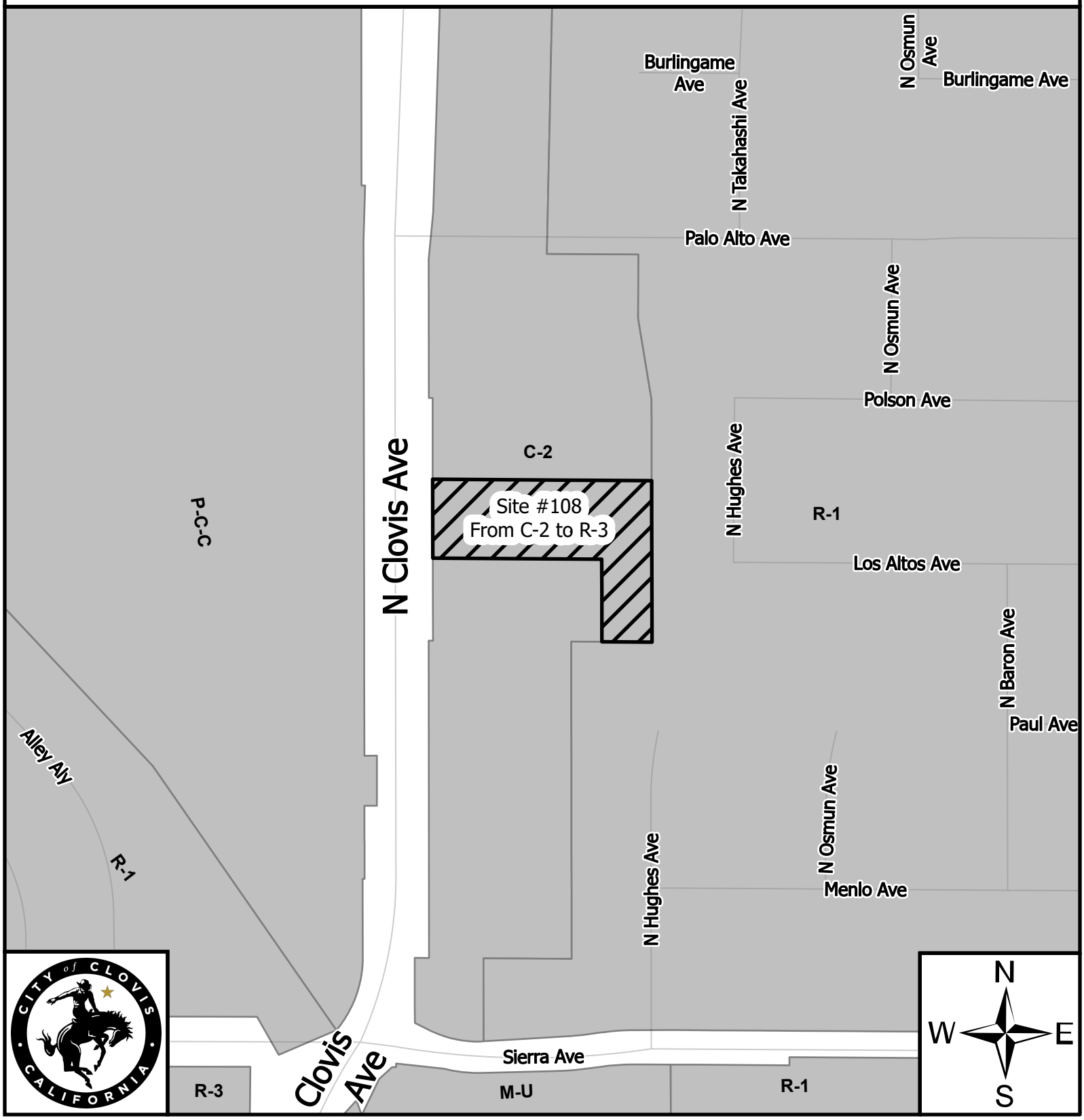
0 175 350 700 1,050

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Site #108



Description of Zoning Changes for Site:

Site #108 will adjust the zone district from the C-2 (Community Commercial) zone district to the R-3 (Multifamily High Density) zone district.

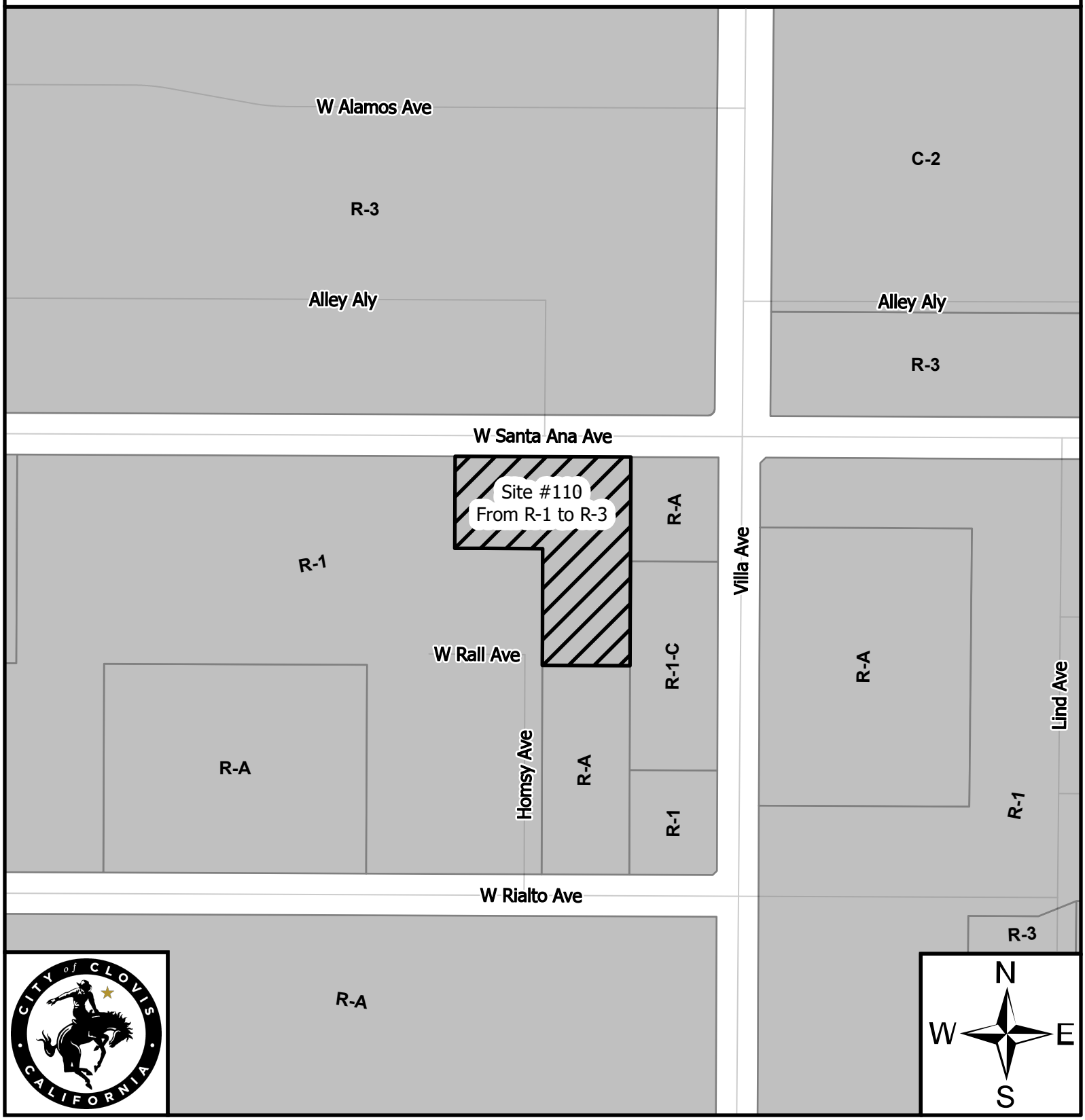
0 155 310 620 930

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Site #110



Description of Zoning Changes for Site:

Site #110 will adjust the zone district from the R-1 (Single Family Residential) zone district to the R-3 (Multifamily High Density) zone district.

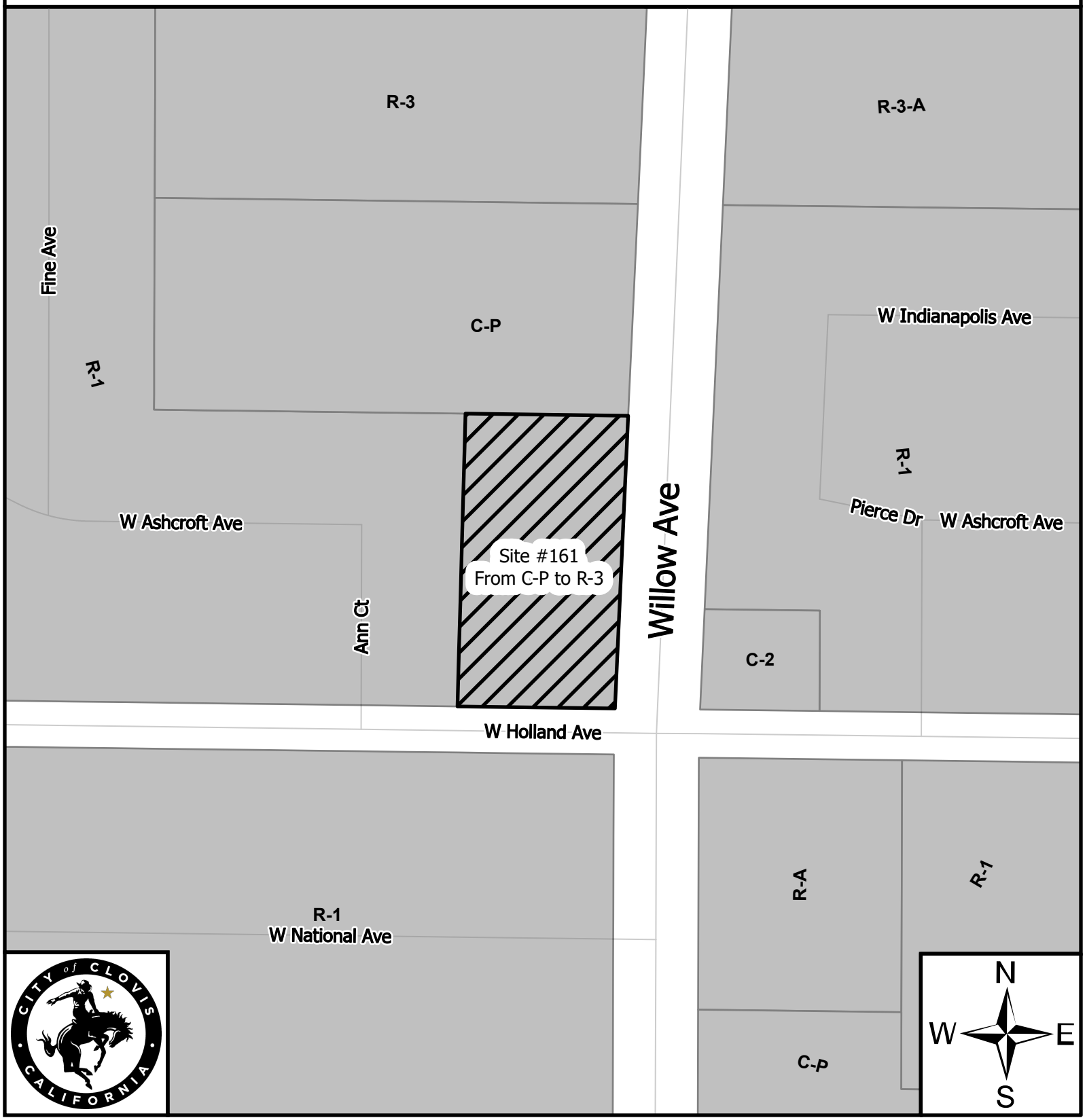
0 137.5 275 550 825

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Site #161



Description of Zoning Changes for Site:

Site #161 will adjust the zone district from the C-P (Administrative and Professional Office) zone district to the R-3 (Multifamily High Density) zone district.

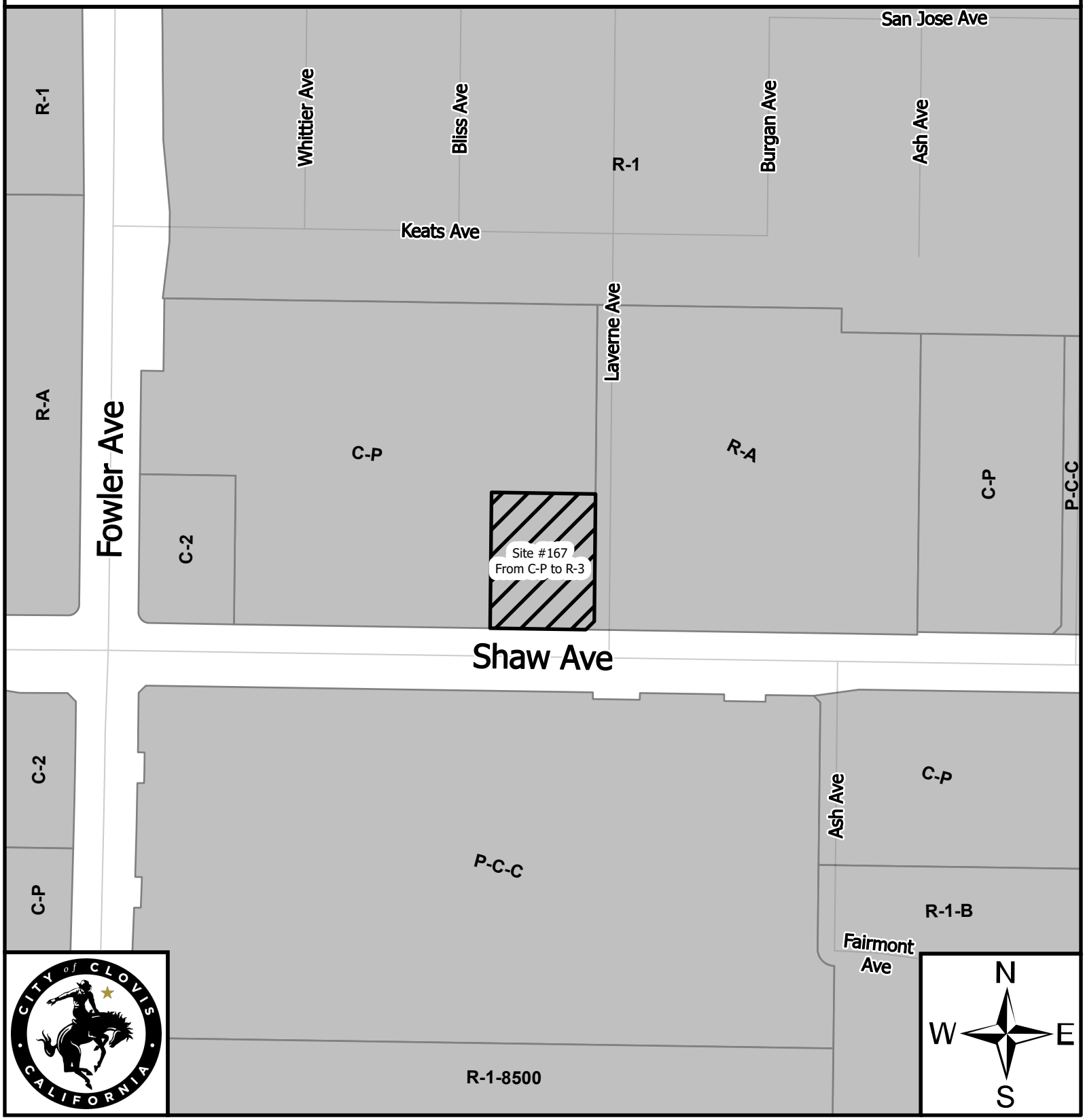
0 120 240 480 720

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Site #167



Description of Zoning Changes for Site:

Site #167 will adjust the zone district from the C-P (Administrative and Professional Office) zone district to the R-3 (Multifamily High Density) zone district.

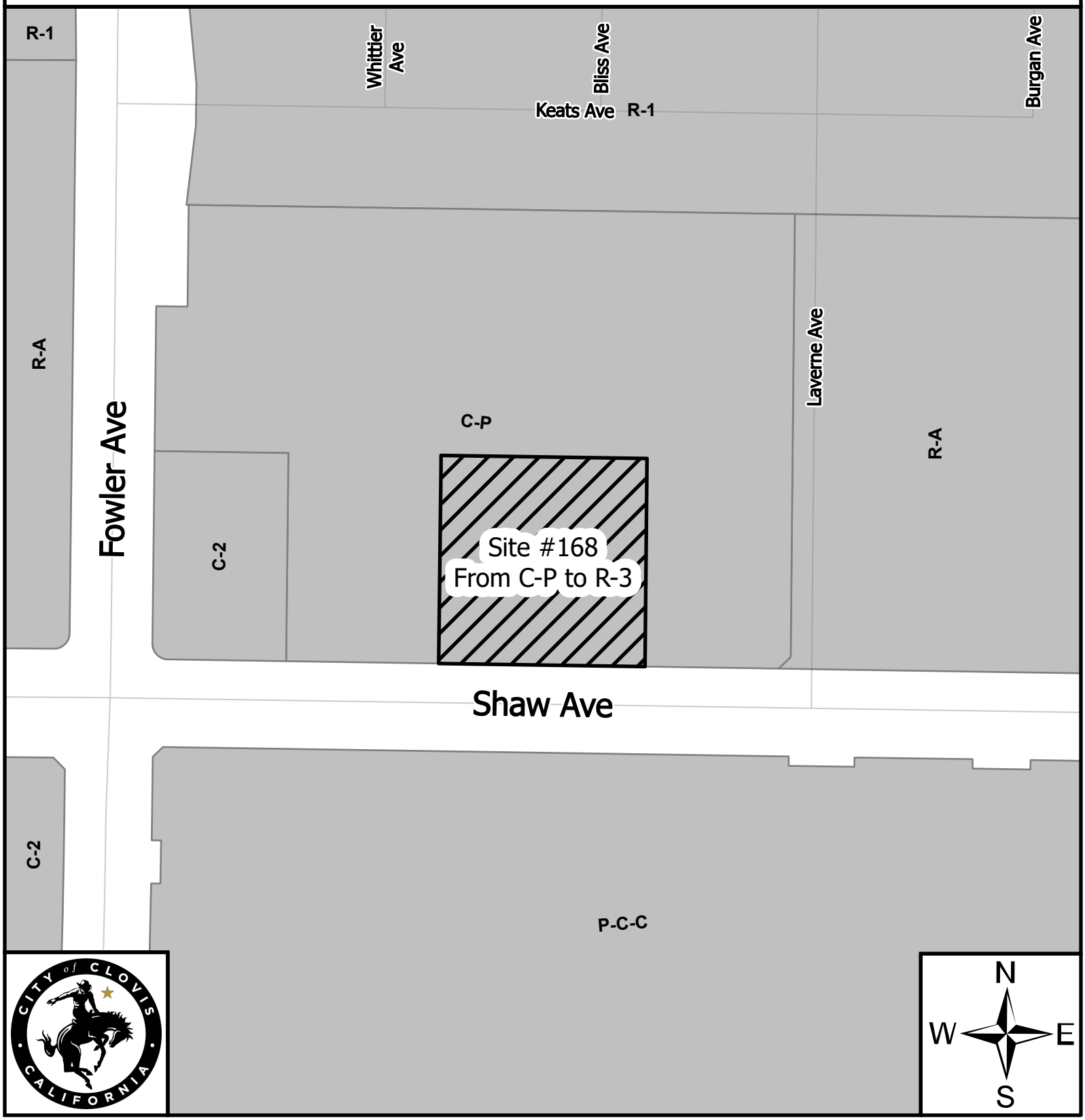
0 170 340 680 1,020

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Site #168



Description of Zoning Changes for Site:

Site #168 will adjust the zone district from the C-P (Administrative and Professional Office) zone district to the R-3 (Multifamily High Density) zone district.

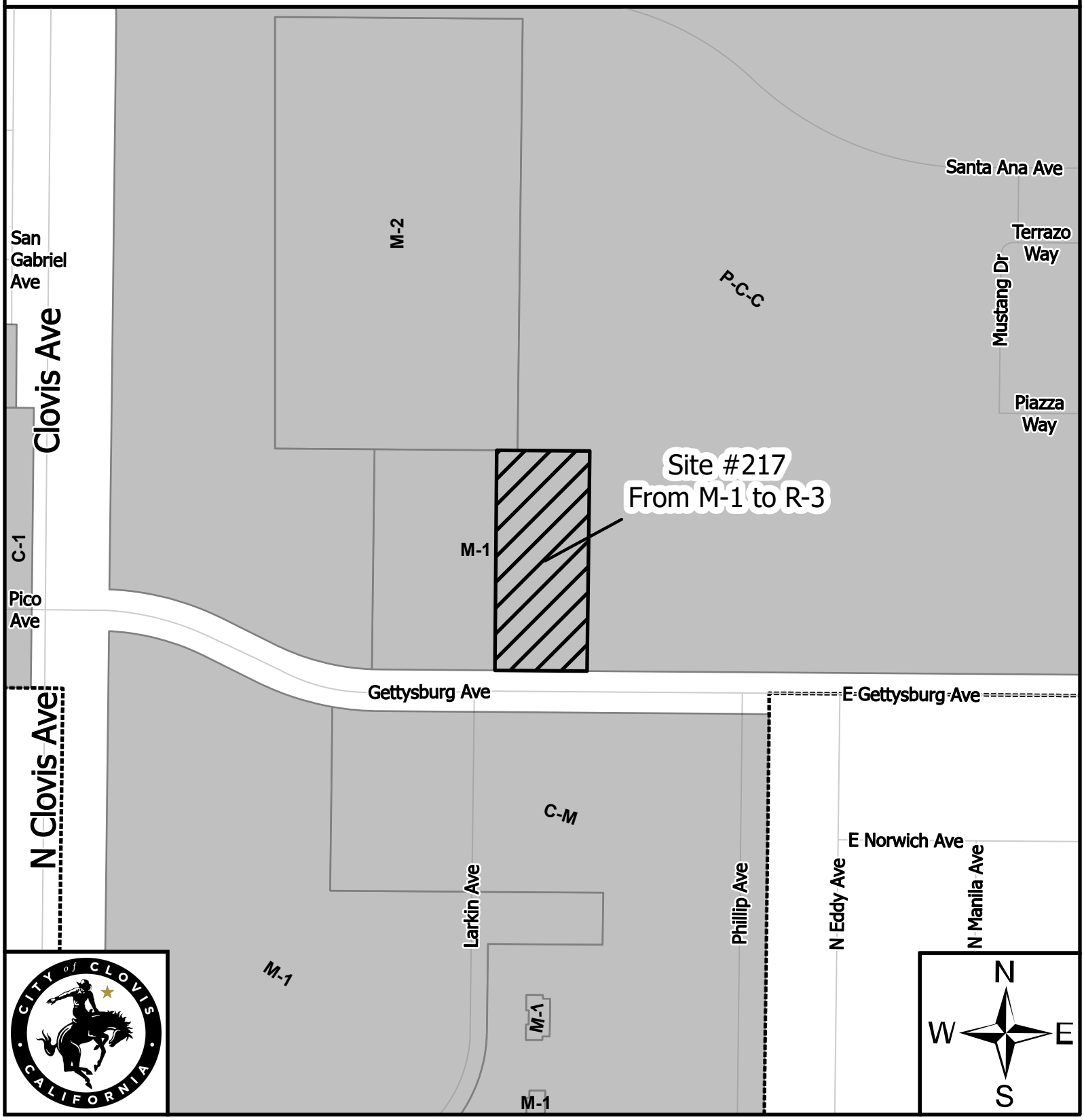
0 120 240 480 720

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Site #217



Description of Zoning Changes for Site:

Site #217 will adjust a portion of the zone district for the parcel from the M-1 (Light Industrial) zone district to the R-3 (Multifamily High Density) zone district.

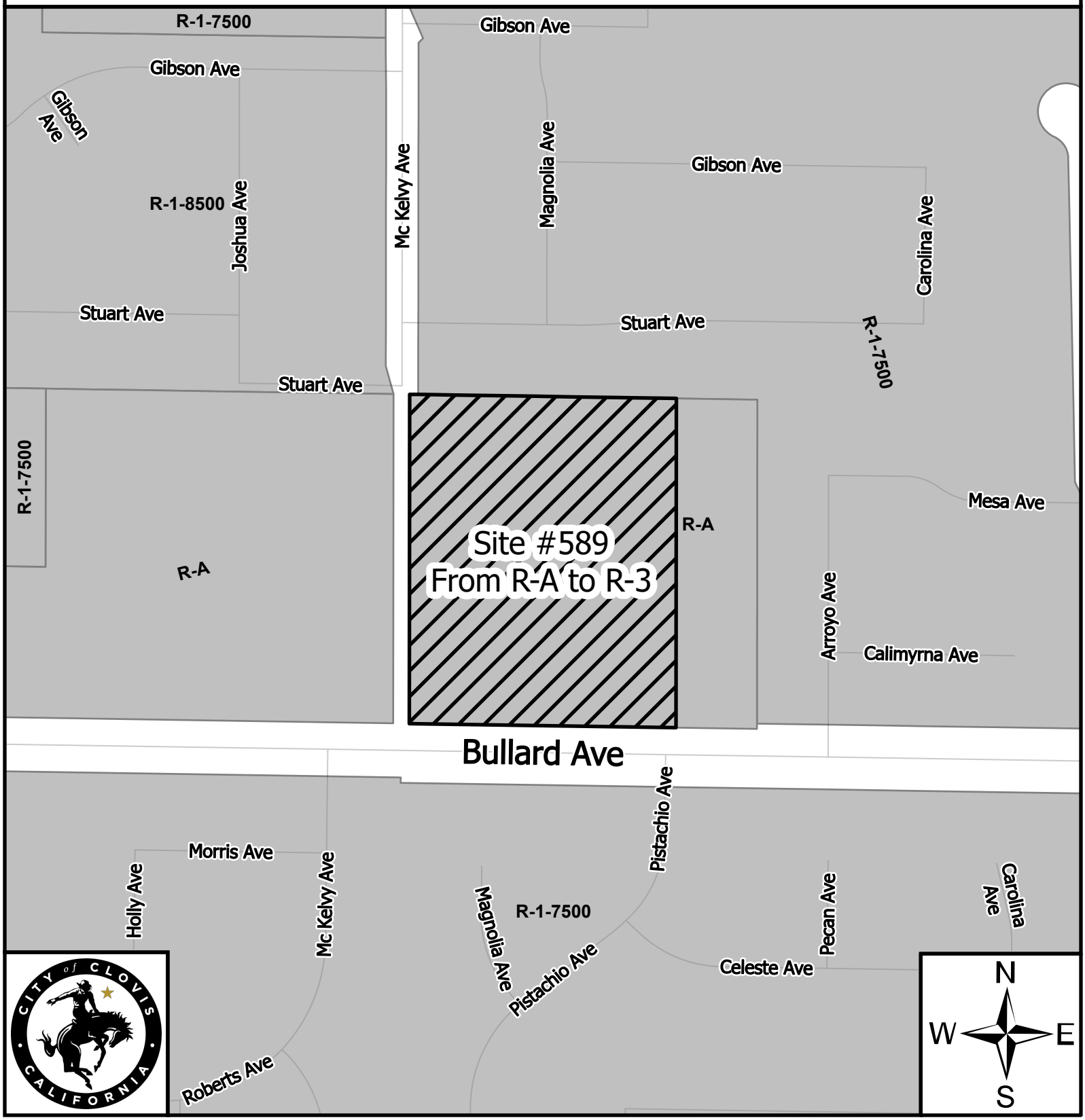
0 180 360 720 1,080

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Site #589



Description of Zoning Changes for Site:

Site #589 will adjust the zone district from the R-A (Single Family Residential Very Low Density) zone district to the R-3 (Multifamily High Density) zone district.

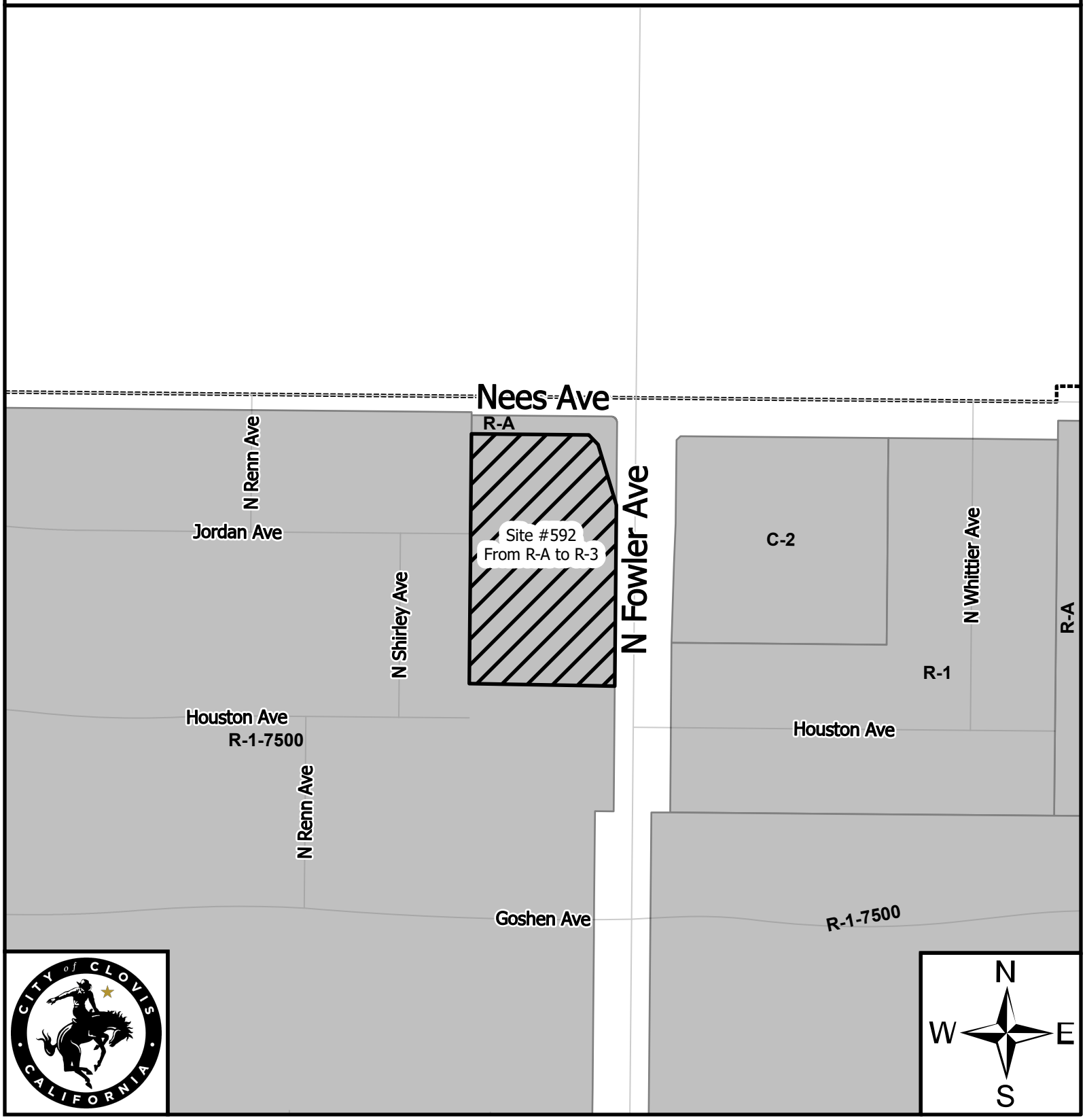
0 175 350 700 1,050

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Site #592



Description of Zoning Changes for Site:

Site #592 will adjust the zone district from the R-A (Single Family Residential Very Low Density) zone district to the R-3 (Multifamily High Density) zone district.

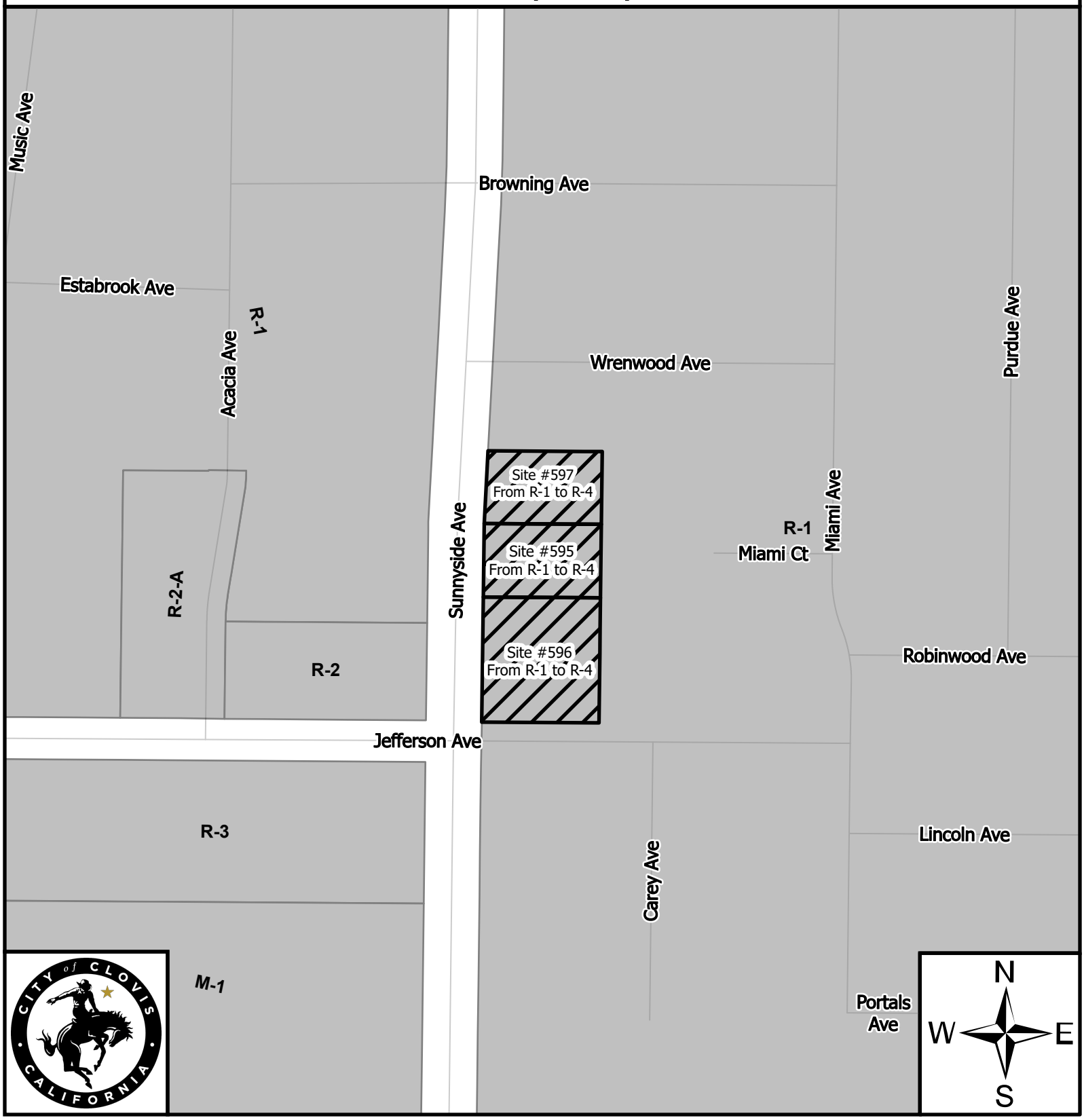
0 155 310 620 930

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Sites #595, 596, 597



Description of Zoning Changes for Site:

Sites #595, 596, 597 will adjust the zone district from the R-1 (Single Family Residential) zone district to the R-4 (Multifamily Very High Density) zone district.

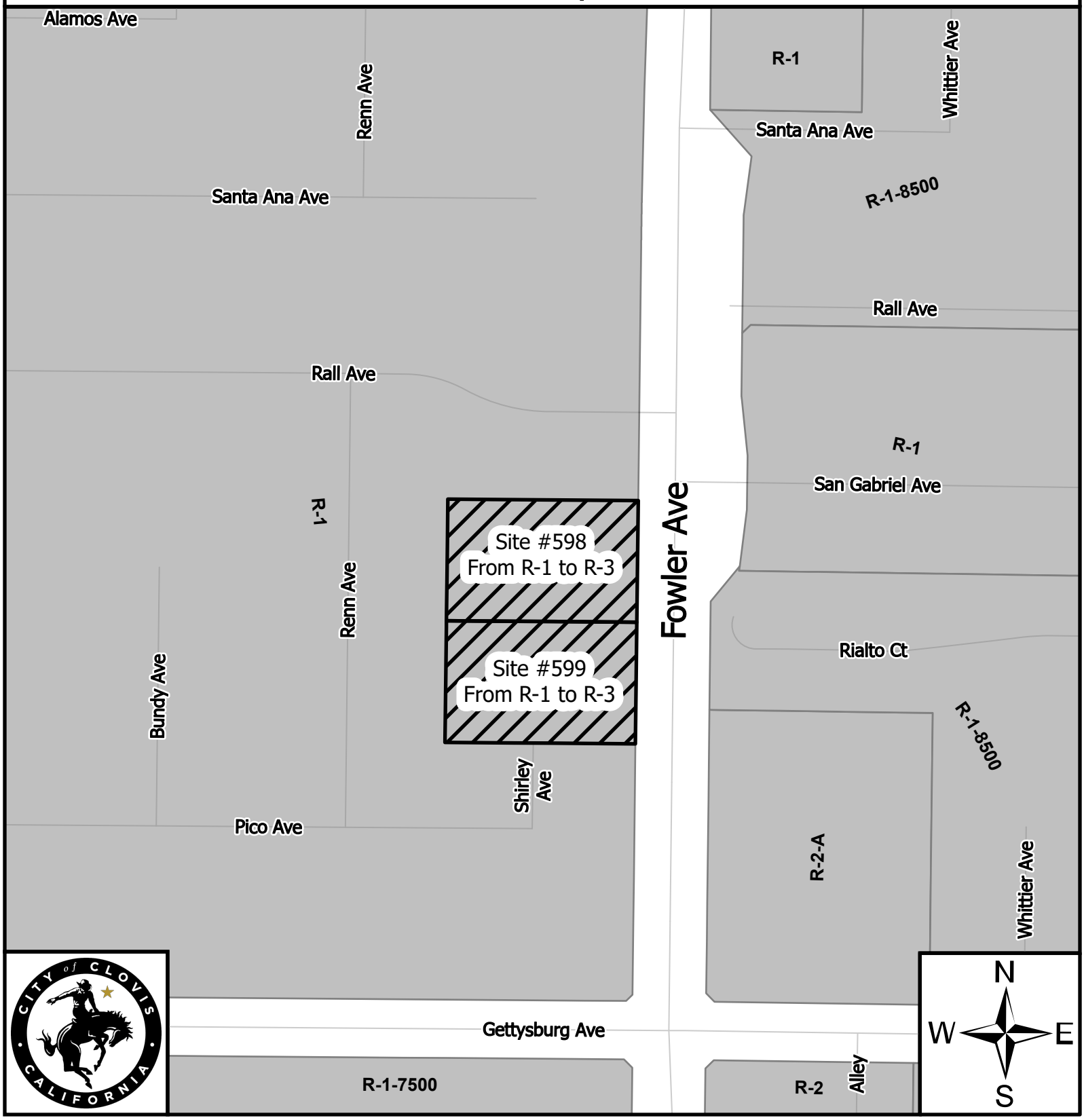
0 137.5 275 550 825

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

Sites #598, 599



Description of Zoning Changes for Site:

Sites #598, 599 will adjust the zone district from the R-1 (Single Family Residential) zone district to the R-3 (Multifamily High Density) zone district.

0 137.5 275 550 825

US Feet

Legend

- Rezone Site
- Clovis Streets
- City Boundary
- City of Clovis Zoning

McKencie Perez

From: noreply@revize.com
Sent: Monday, August 10, 2026 4:23 PM
To: McKencie Perez
Subject: Planning Infill Rezone Program Form - contact us

text-1755209425252 = Matthew Britter
text-1755209464120 = [redacted]
text-1755209498255 = [redacted]
textarea-1755209560293 = Dear Ms. Perez,

I am writing to raise a specific pedestrian safety concern regarding Parcel #72 in the Infill Rezone Program, located on N Peach Ave directly across from Garfield Elementary School.

I understand this program is being implemented to meet the City's obligations under the Martinez v. City of Clovis court judgment, and that no construction is currently proposed as part of the rezone itself. My concern is with what the rezone would enable at this specific site.

Parcel #72 is currently an open lot with no existing driveway or vehicle access onto N Peach Ave. As a result, the sidewalk along this stretch of Peach Ave — including the crosswalk at the Kenosha Ave/Peach Ave corner that neighborhood children currently use to walk to and from Garfield Elementary — is free of driveway conflicts today. Children can walk this route without cars turning in or out of a driveway in their path.

Approximately two years ago, the property owner and his architect held an informational meeting with adjacent residents describing an intended 3-4 story apartment development on this parcel, with vehicle access proposed on Peach Ave and confirmation that Kenosha Ave would not be used for access. Introducing a new curb cut and driveway on Peach Ave, at or near this same stretch, would place vehicles entering and exiting a multi-story, high-occupancy development directly across the path that children currently use to walk safely to school. Children and parents would be forced to compete with turning vehicles at the same location and during the same hours — school drop-off and pick-up — when pedestrian traffic and driver distraction are both at their highest. This is a new safety hazard that does not exist today, at a location where it would directly affect the most vulnerable pedestrians in the area.

Given this, I am requesting that the City either:

Remove Parcel #72 from the Infill Rezone Program and designate it for low-density residential use instead; or, if the parcel remains in the program,
Prohibit any new vehicle access point (curb cut/driveway) on Peach Ave for this site, and require any future development to route all vehicle access away from the school frontage, with a pedestrian and traffic safety study specific to school drop-off/pick-up hours required before any site plan is approved.

I recognize the City is working to meet a court-ordered housing capacity requirement, and I am not asking the City to disregard that obligation — only to ensure that meeting it does not come at the cost of children's safety walking to and from school on a route that is currently safe precisely because no driveway exists there today.

I would appreciate this concern being included in the record for the August 10, 2026 City Council meeting on this item, and I welcome the opportunity to speak to this at an informational meeting or hearing.

Thank you for your attention to this matter.
Matt Britter - [redacted]
Client IP = 67.181.166.31

McKencie Perez

From: Barbara File <[redacted]>
Sent: Monday, August 10, 2026 4:29 PM
To: McKencie Perez
Subject: Clovis Infill Rezone Program FAQ

Dear George Gonzalez,
I just received your letter dated 7/31/26. There is no mention on which parcels of property are being considered for the rezone. Can you let me know the corners of property bring considered?
I live at Harlan Ranch between Richmond, De Wolf Ave.and Harlan Ranch BLVD. There's no stop sign at Richmond and DeWolf avenues and the traffic during morning and night after work is horrible. The circulation coming off 168 freeway going north at Owen's mountain parkway is congested.

Please let me know.
Thanks,
Barbara File
Property owner
Sent from my iPhone

CITY of CLOVIS

Report to the City Council

To: City Council

From: Administration

Date: August 17, 2026

Staff: Andrew Haussler, City Manager

Subject: Consider Approval – Designation of Voting Delegate and Alternate for the League of California Cities' Annual Conference and Business Meeting, September 23–25, 2026.

Recommendation: Approve

Attachments:
1. Designation of Voting Delegate ATT 1 Voting Delegate Information Packet
2. Designation of Voting Delegate ATT 2 Cal Cities 2026 Resolution Packet

Recommendation:
That the City Council take action to designate a Council Member as the City's voting delegate for the League of California Cities' Annual Conference, September 23–25, 2026, for transacting business at the Annual Business Meeting on Friday, September 25, and that an alternate voting delegate also be designated.

Executive Summary:
The Annual Business Meeting of the League of California Cities will be conducted at the Annual League Conference held on October 18, 2024. In order for the City to cast votes on policy matters coming before the League, it must take action to designate a voting delegate and an alternate voting delegate who will be issued credentials for voting purposes. This authority may not be transferred unofficially and must be accomplished only by action of the City Council. The resolutions to be considered at the meeting are included in the 2026 Resolution Packet as Attachment 2.

Background:
Voting on official business and policy matters of the League of California Cities occurs each year at the Annual Business Meeting, held in conjunction with the Annual League Conference. This year the Annual Business Meeting will be on Friday, September 25, 2026.

The voting process for the Annual Business Meeting requires that a voting delegate be designated from each member city by action of the City Council. The attached report from the League of California Cities outlines the procedure to ensure integrity of the voting process.

Fiscal Impact:
None.

Reason for Recommendation:
In order for the City to exercise its membership responsibility for policy direction of the League of California Cities, it is necessary to vote on such matters at the Annual Business Meeting.

Actions Following Approval:
The League of California Cities will be advised per the submission instructions in Attachment 1 of the City Council Member designated as the voting delegate and the alternate voting delegate for the City of Clovis.

Conflict of Interest:
None.

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 1, 2026

DATE: Wednesday, May 13, 2026

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and

Attachment 1

alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Anaheim Convention Center, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

LEAGUE OF CALIFORNIA CITIES

2025-2026
CAL CITIES OFFICERS

President
Gabe Quinto
Mayor
El Cerrito

First Vice President
Teresa Acosta
Council Member
Carlsbad

Second Vice President
David Cohen
Council Member
San Jose

Immediate Past President
Lynne B. Kennedy
Mayor Pro Tem,
Rancho Cucamonga

Executive Director and CEO
Carolyn M. Coleman

August 10, 2026

TO: Cal Cities Members

RE: Cal Cities 2026 Resolution Packet

Sixty days before the Cal Cities Annual Conference and Expo, Cal Cities members may submit resolutions on issues of importance to cities. This year, Cal Cities received one resolution by the July 25 deadline.

The attached packet contains the proposed resolution, background information, supporting letters from cities and city officials, and an analysis of the resolution by Cal Cities. The packet includes detailed information on the resolution process and the next steps for the resolution.

We encourage each city council to consider the resolution and determine a position so your voting delegate can represent your city's position on the resolution.

Voting Delegates: City councils must appoint a voting delegate to vote during the General Assembly. Each city may also appoint up to two alternate delegates. If your city has not already done so, please appoint your voting delegate by Tuesday, Sept. 1, 2026. The voting delegate packet contains more information.

The 2026 General Assembly will be held Friday, Sept. 25, at 8:30 a.m. in the Anaheim Convention Center during the Annual Conference and Expo.

For questions about resolutions, voting delegates, or the General Assembly, please contact Zach Seals.

ATTACHMENT 2

LEAGUE OF CALIFORNIA CITIES

2026 Resolution Packet

Information on 2026 Resolutions Process

Consideration by Policy Committee (pre-conference)
Per the Cal Cities bylaws, Cal Cities President Gabe Quinto has referred the submitted resolution to the Housing, Community, and Economic Development Committee. The committee will meet on Thursday, Sept. 17, at 10 a.m. via Zoom to review the resolution and make a recommendation that will be sent to the Resolutions Committee. A public comment period will be held during the meeting. Register for the meeting here.

A list of recommendations the policy committee may make during its meeting is on page two of this packet.

Consideration by Resolutions Committee (during conference)
On Thursday, Sept. 24, at 1:00 p.m. the Resolutions Committee will meet to review the resolution and the recommendation of the policy committee.

The Resolutions Committee consist of one representative from each of Cal Cities caucuses, departments, divisions, and policy committees, as well as up to ten additional appointments made by the Cal Cities President. A public comment period will be held during the meeting. Refer to the onsite conference program for the location.

A list of recommendations the Resolutions Committee may make during its meeting is on page two of this packet.

Consideration by the General Assembly (during conference)
The General Assembly will convene on Friday, Sept. 25, at 8:30 a.m. to consider any resolutions the Resolutions Committee has forwarded. To vote during the General Assembly, voting delegates must have checked in at the voting delegate booth.

Conference attendees will receive materials for the General Assembly on the evening of Thursday, Sept. 24. For more information on voting and discussion procedures during the General Assembly, see page three of this packet.

Petitioned Resolutions (during conference)
The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. To initiate a petitioned resolution, voting delegates from 10% of member cities must sign the petition. The resolution and signatures are due at least 24 hours before the beginning of the General Assembly. Voting delegates who have checked in at the voting delegate booth can receive more information on petitioned resolutions at the booth onsite.

Policy Committee and Resolutions Committee Actions

The submitted resolution will be heard by the policy committee to which it was assigned, and the Resolutions Committee. The table below shows what recommendations these bodies may make on the resolution.

Policy Committee Actions	Resolutions Committee Actions
Approve	Approve
Disapprove*	Disapprove*
No Action	No Action
Amend and approve	Amend and approve
Refer to appropriate policy committee for further study*	Approve as amended
Refer as amended to appropriate policy committee for further study*	Refer to appropriate policy committee for further study*
	Refer as amended to appropriate policy committee for further study*
	Approve with additional amendment(s)
	Additional amendments and refer to appropriate policy committee for further study*

**If a resolution is disapproved or referred for further study by all policy committees to which it is assigned and the Resolutions Committee, it will not proceed to the General Assembly.*

General Assembly Voting and Discussion Procedures

Discussion Procedures:
Discussion procedures during the General Assembly are guided by two calendars: the Consent Calendar and the Regular Calendar. As seen below, resolutions are calendared by the recommendations they receive from policy committees and the Resolutions Committee.

For General Resolutions:

Policy Committee Recommendation	Resolutions Committee Recommendation	Calendar
Approve	Approve	Consent Calendar
Approve	Disapprove or refer	Regular Calendar
Disapprove or refer	Approve	Regular Calendar
Disapprove or refer	Disapprove or refer	Does not proceed to General Assembly

For Petitioned Resolutions:

Policy Committee Recommendation	Resolutions Committee Action	Calendar
N/A	Approve	Regular Calendar
	Disapprove or Refer	Regular Calendar
	Disqualified	Does not proceed to General Assembly

Items on the Consent Calendar will be presented as one motion during the General Assembly from the Resolutions Committee chair. Unless an item on the Consent Calendar is set aside by the majority of the General Assembly, a vote will be taken on the whole calendar. If an item is set aside, it will be opened for discussion, followed by a vote.

Items on the Regular Calendar will be presented individually by the Resolutions Committee chair. After a recommendation is presented by the Resolutions Committee chair, the resolution will be opened for discussion by the General Assembly. A vote will take place following discussion.

Voting Procedures:
Per Cal Cities Bylaws Article XII, Sec. 2, all votes will be conducted by voice vote first. If the presiding official cannot determine the outcome, a vote will be taken by an alternative method, typically a raise of voting cards by voting delegates. A roll call vote may be called for by delegates of ten percent or more of the General Assembly.

2026 Resolution

1. Resolution No. 1 submitted by City of Murrieta
    - Letters of concurrence submitted by:
        i. City of Banning;
        ii. City of Calimesa;
        iii. City of Canyon Lake;
        iv. City of Moreno Valley;
        v. City of Norco;
        vi. City of Torrance;
        vii. Crystal Ruiz, Mayor, City of San Jacinto;
        viii. Jessica Alexander, Mayor, City of Temecula
    - Referred to Housing, Community, and Economic Development Committee
    - Policy Committee Recommendation:
    - Resolutions Committee Recommendation:

Resolution No. 1
Submitted by City of Murietta

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR A WORKING GROUP TO CONSIDER A STATE CONSTITUTIONAL AMENDMENT OR OTHER FORM OF INITIATIVE TO ENSURE FINAL LOCAL AUTHORITY OVER HOUSING AND LAND USE DECISIONS

Source: City of Murrieta
Concurrence of five or more cities/city officials
Cities/city officials: City of Banning; City of Calimesa; City of Canyon Lake; City of Moreno Valley; City of Norco; City of Torrance; Crystal Ruiz, Mayor, City of San Jacinto; Jessica Alexander, Mayor, City of Temecula
Referred to: Housing, Community, and Economic Development Policy Committee

WHEREAS, California cities have historically been responsible for adopting general plans and zoning regulations, reviewing housing development proposals, and providing or coordinating the streets, water, wastewater, public safety, parks, transportation, and other infrastructure and services necessary to support responsible, environmentally sound, and well-planned residential growth; and

WHEREAS, the League of California Cities is dedicated to protecting and expanding local control for municipalities across the state to ensure their orderly growth and development; and

WHEREAS, the League of California Cities recognizes that local zoning is a primary function of cities and an essential component of home rule, and that a city's general plan should guide its land use planning and strategic decision-making free from pre-emption by the state; and

WHEREAS, increasingly prescriptive statewide housing mandates and development approval requirements can override locally adopted plans, zoning standards, and public review procedures without adequately accounting for differences that exist in each unique jurisdiction in infrastructure capacity, water availability, wildfire and evacuation risks, environmental constraints, fiscal impacts, public service needs, and community priorities; and

WHEREAS, California's housing goals can be more effectively advanced through state funding, streamlined environmental requirements, and voluntary partnerships that support housing production while preserving the authority of locally elected officials to determine how and where housing is best planned and approved;

NOW, THEREFORE, BE IT RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in Anaheim, California, on September 25, 2026, that the League of California Cities support the development and advancement of a state constitutional amendment or other legislative, policy, or ballot-based strategies that restore and strengthen local authority over housing and land use matters within municipal boundaries, including general plans, housing elements, zoning, density, design and development standards, project siting, and the approval or denial of housing development applications; and

BE IT FURTHER RESOLVED, that any constitutional amendment or alternative strategy should preserve the State's authority to establish broad statewide housing goals and enforce constitutional and civil rights, fair housing requirements, building and life-safety standards, and generally applicable environmental protections, while protecting cities from state actions that compel, through funding conditions or state law, the approval of housing developments that are inconsistent with locally adopted requirements; override local zoning or density standards; or invalidate locally adopted housing or land use decisions when a city has planned in good faith to accommodate its regional housing needs allocation and maintains adequate capacity for housing at all income levels; and

BE IT FURTHER RESOLVED, that the League of California Cities consider establishing a statewide working group or other appropriate committee(s) to evaluate and develop a proposed constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use matters including but limited to: conducting appropriate legal, fiscal, and policy analyses; engaging cities and other stakeholders; and building a statewide coalition of proponent supporters in preparation for; the November 2030 General Election, or within another reasonable time frame as determined by the working group.

Resolution No. 1: Background Information

Background Information for Resolution

Source: City of Murrieta

Background:
California cities are responsible for planning residential growth, adopting general plans and zoning regulations, reviewing development proposals, and providing or coordinating the infrastructure and public services necessary to support new housing. Since 2010, the State has enacted more than 500 housing-related laws that have increasingly shifted housing and land use authority away from local governments. These laws have expanded by-right development, limited locally adopted standards and review processes, and established enforcement mechanisms, including the builder's remedy, that may override local plans and zoning. Although these measures are frequently presented as solutions to housing affordability, many increase development capacity or restrict local review without delivering the meaningful production of housing needed to address the housing crisis.

At the same time, the State has continued to prioritize increased development capacity without adequately accounting for the infrastructure, public services, economic realities, and safety measures necessary to support housing growth. State mandates often fail to reflect local conditions, including roadway and utility capacity, water availability, wildfire exposure, environmental limitations, fiscal impacts, and the availability of essential services. Cities are consequently required to accommodate additional housing while receiving no funding or assistance to address the resulting infrastructure and service demands.

Local elected officials are directly accountable to the residents who experience the effects of development decisions and are responsible for balancing housing production with infrastructure capacity, public safety, environmental protection, fiscal sustainability, and community needs. Cities of all types in California have been grappling with this dynamic, ranging from urban to rural, coastal to inland, small to large, northern to southern, voicing concerns to legislative representatives with minimal responsiveness. This is an issue of statewide concern that needs the strength and diversity of the League of California Cities to pursue a long-term solution.

The proposed resolution directs the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions. The working group would be tasked with developing a more balanced framework that preserves the State's role in establishing broad housing goals and enforcing constitutional, civil rights, fair housing, building, life-safety, and environmental requirements, while restoring meaningful local authority to allow cities to determine how statewide housing

objectives should be implemented in a manner that reflects local conditions and community priorities while continuing to support responsible housing production.

As the primary statewide organization representing California cities, the League is uniquely positioned to lead this effort. Its established policy, legal, legislative, communications, and advocacy networks enable it to convene municipalities, evaluate potential strategies, conduct legal and fiscal analyses, build consensus, engage stakeholders, and coordinate with statewide decision-makers. League leadership would help ensure that any recommendation reflects the collective interests of California municipalities and would provide the credibility, organizational capacity, and statewide reach necessary to advance a viable strategy.

Resolution No. 1: Letters of Concurrence

City of Banning
Office of the Mayor

July 23, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to the Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25, 2026. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards and project approval authority.

On behalf of the City of Banning, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Respectfully,

Richard Royce, Mayor
District 4, City of Banning

Colleen Wallace, City Council Member
District 5, City of Banning
President, Riverside County Division
League of California Cities

99 E. Ramsey St. ● P.O. Box 998 ● Banning, CA 92220-0998 ● (951) 922-3100 ● Fax (951) 922-3128

City of Calimesa
908 Park Avenue, Calimesa, California 92320
Telephone 909.795.9801 Facsimile 909.795.4399
www.calimesa.gov
"Preserving and enhancing the open space atmosphere and quality of life in Calimesa"

July 21, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Calimesa, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Jeff Cervantez
Mayor
City of Calimesa

www.canyonlakeca.gov
Ⓟ 951.244.2955
Ⓕ 951.246.2022

July 23, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Canyon Lake, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Arron Brown
City Manager
City of Canyon Lake

Brian Mohan
City Manager

July 23, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches to address increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Moreno Valley, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Brian Mohan
City Manager
City of Moreno Valley

CITY OF
NORCO
HORSETOWN USA

July 22, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of the Norco, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Kevin Bash
City Council Member
(951) 768-8981

CITY OF
TORRANCE

SHARON KALANI
MAYOR

CITY COUNCIL MEMBERS
DAVID KARTSONIS – District 1
BRIDGETT LEWIS – District 2
ASAM SHEIKH – District 3
VACANT – District 4
BETTY LIEU – District 5
Dr. JEREMY GERSON – District 6

July 29, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Torrance, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Local authority is essential because cities are best positioned to craft housing strategies tailored to their unique community conditions, infrastructure capacity, and geographic needs.

3031 Torrance Boulevard • Torrance, California 90503 • 310/618-2801 • FAX 310/618-5841

When given the flexibility to plan locally, cities can achieve meaningful housing results while maintaining the character and balance of their communities.

The City of Torrance has consistently demonstrated that local control and proactive housing production go hand in hand:

- **Housing Corridor Overlay Zone:** Through our approved 6th Cycle Housing Element, Torrance created the Housing Corridor Overlay (HCO). This targeted local framework allows for by-right housing and mixed-use development across seven key commercial and transit-adjacent corridors, streamlining approvals and incentivizing production across a full range of income levels.

- **Housing Element Progress & Accountability:** As documented in our Housing Element Annual Progress Reports (APR), Torrance actively tracks, updates, and implements programs—such as aligning our Land Use and Safety Elements—to clear barriers for residential development while ensuring robust infrastructure and public safety standards.

These initiatives illustrate that local governance can effectively drive housing opportunities without one-size-fits-all mandates from the state. Restoring and protecting local land use authority will allow cities across California to continue developing solutions that work best for their residents.

If you have any questions or require further discussion, please feel free to contact Carlos Huizar, Management Associate at (310) 618-5880 or via email at CHuizar@TorranceCA.gov.

Sincerely,

Sharon Kalani
Mayor, City of Torrance

cc:
Ron Holiday, Mayor Pro Tem, City of Murrieta
Lori Stone, City Councilmember, City of Murrieta
Jeff Kiernan, Los Angeles County Division, jkiernan@cacities.org
League of California Cities, cityletters@cacities.org
Joe A. Gonsalves & Sons, gonsalvi@gonsalvi.com

595 S San Jacinto Ave, San Jacinto, CA 92583
Cell: 951-282-1895 • Office: 951-487-7330 • email: cruiz@sanjacintoca.gov

July 23, 2026

Mr. Gabe Quinto, President

League of California Cities

1400 K Street, Suite 400

Sacramento, CA 95814

Subject: Support for Murrieta's Proposed Resolution on Housing and Local Governance

Dear League of California Cities Leadership,

I am writing in my individual capacity as Mayor of the City of San Jacinto to express my strong support for the City of Murrieta's proposed resolution, which is scheduled for consideration by the General Assembly at the 2026 Annual Conference.

This resolution represents a timely and important opportunity to thoughtfully examine the balance between California's statewide housing goals and the fundamental constitutional principle of local governance. The proposal to establish a statewide working group to explore a potential constitutional amendment, legislative reforms, or other policy initiatives would create a valuable forum for assessing how local authority over housing and land use decisions can be strengthened while still addressing the State's housing challenges.

Cities are uniquely positioned to understand the distinct needs, opportunities, and constraints of their communities. Local elected officials are directly accountable to the residents they serve and are best equipped to make land use decisions that reflect a community's character, infrastructure capacity, economic development priorities, environmental stewardship, and long-term vision. Moreover, local governments carry the primary responsibility for protecting public safety. Issues such as housing density, transportation, emergency access, wildfire preparedness, evacuation routes, law enforcement and fire service capacity, water availability, and critical infrastructure are inherently local matters that demand the knowledge, judgment, and responsiveness of those who serve their communities daily.

While the State has a critical role to play in addressing California's housing needs, a collaborative approach that respects local expertise and preserves meaningful local discretion will result in stronger, safer, and more sustainable communities. The proposed working group offers a constructive path forward to evaluate policies that achieve our shared housing objectives while restoring an appropriate balance between state direction and local authority.

Although this letter reflects my personal position as Mayor and does not constitute an official action or policy of the City of San Jacinto or the San Jacinto City Council, I respectfully endorse the City of Murrieta's submission of this resolution and encourage its favorable consideration by the League of California Cities General Assembly.

Thank you for your leadership and your thoughtful consideration of this important matter.

Respectfully,

Crystal Ruiz

Mayor

City of San Jacinto

595 S San Jacinto Ave, San Jacinto, CA 92583
Cell: 951-282-1895 • Office: 951-487-7330 • email: cruiz@sanjacintoca.gov

City of Temecula
41000 Main Street ▪ Temecula, CA 92590
(951) 694-6416 ▪ Fax (951) 694-6499 ▪ TemeculaCA.gov

July 23, 2026

Mr. Gabe Quinto, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: **Support for the City of Murrieta's Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority**

Dear President Quinto:

I am writing in my individual capacity as Mayor of the City of Temecula to express my strong support for the City of Murrieta's proposed resolution for consideration by the General Assembly of the League of California Cities at the 2026 Annual Conference.

The proposed resolution presents an important opportunity to thoughtfully evaluate the appropriate balance between California's statewide housing objectives and the constitutional principle of local governance. Establishing a statewide working group to examine a potential constitutional amendment, legislative reforms, or other policy initiatives will provide a meaningful forum to assess how local authority over housing and land use decisions can be strengthened while continuing to address the State's housing challenges.

Cities are uniquely positioned to understand the needs, opportunities, and constraints of their communities. Local elected officials are accountable to the residents they serve and are best equipped to make land use decisions that reflect a community's character, infrastructure capacity, economic development goals, environmental stewardship, and long-term vision. Equally important, local governments bear the primary responsibility for protecting public safety. Decisions regarding housing density, transportation, emergency access, wildfire preparedness, evacuation routes, police and fire service capacity, water availability, and critical infrastructure are inherently local matters that require the knowledge and judgment of those who serve their communities every day.

While the State has an important role in addressing California's housing needs, a collaborative approach that respects local expertise and preserves meaningful local discretion will produce stronger, safer, and more sustainable communities. The proposed working group offers an opportunity to evaluate policies that achieve these shared objectives while restoring an appropriate balance between state direction and local authority.

Printed on Recycled Paper

Although this letter reflects my personal position and is not an official action or policy of the City of Temecula or the Temecula City Council, I respectfully endorse the City of Murrieta's submission of this resolution and encourage its favorable consideration by the League of California Cities General Assembly.

Thank you for your leadership and your thoughtful consideration of this important issue.

Respectfully,

Jessica Alexander
Mayor, City of Temecula
Signing in her individual capacity
and not on behalf of the City of Temecula
or the Temecula City Council.

Resolution No. 1: Staff Analysis

League of California Cities Staff Analysis on Resolution No. 1

Staff: Brady Guertin, Legislative Advocate
Committee: Housing, Community, and Economic Development

Summary:
Resolution No.1 states that the League of California Cities (Cal Cities) will:

1. Support the development and advancement of a state constitutional amendment or legislative, policy, or ballot-based strategy that restores and strengthens local authority over housing and land use matters, including general plans, housing elements, zoning, density, design and development standards, project siting, and the approval or denial of housing development applications.

   Pursuant to the resolution, the strategy should preserve the state's authority to set broad, statewide housing goals and enforce civil rights, fair housing, building safety, and environmental standards while protecting local control by preventing the state from compelling the approval of developments that conflict with local requirements, override local zoning or density standards, or overturn local land use decisions where a city has planned for and maintained sufficient capacity to meet its housing obligations.

2. Consider establishing a statewide working group or other appropriate committee(s) to evaluate and develop a proposed constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use matters. The resolution states: "conducting legal, fiscal, and policy analyses; engaging cities and other stakeholders; and building a statewide coalition of proponent supporters in preparation for the November 2030 General Election, or within another reasonable time period."

Background:
As provided in the background information, the city of Murrieta is sponsoring this resolution in response to concerns over state laws that have increasingly reduced city discretion over housing and land use decisions, including legislation that requires ministerial or by-right approvals for housing projects, limits the application of local development standards, and strengthens state enforcement mechanisms against local governments.

Additionally, the city of Murrieta, in its background information, maintains that these legislative efforts have not resulted in sufficient housing production to address California's housing shortage and have not adequately accounted for

local infrastructure, public service needs, public safety, market, and fiscal considerations.

The resolution states that California's housing goals are better advanced through state funding, streamlined environmental requirements, and voluntary partnerships, while preserving local authority over how and where housing is best planned and approved.

Consideration of the resolution may be informed by a brief examination of how the California Constitution allocates authority between the state and cities with respect to land use decisions.

The constitution grants cities the power to adopt local laws to protect the public's health, safety, and welfare. This grant is called the "police power," which is the basis for local land use regulation. The constitution grants charter cities the additional power to adopt local laws affecting "municipal affairs." This power, commonly referred to as "home rule," is based on the principle that a city, rather than the state, is in the best position to identify and satisfy the needs of the local community.

The constitution's broad grant of police power contains a significant limitation. Local law adopted under the police power is not valid if it "conflicts" with state law. A local law "conflicts" with state law when it regulates the same "field" in which the Legislature has stated its intent to occupy. In that case, state law is said to "preempt" the local law and it cannot be enforced.

An ordinance adopted by a charter city under the municipal affairs power cannot be enforced if it affects a "matter of statewide concern." The subjects that have been identified as "matters of statewide concern" have changed over the years due to economic, social, and political circumstances.

Since the 1960s, the state has enacted numerous laws that limit or preempt aspects of local land use and zoning authority. These laws include the Fair Employment and Housing Act, Housing Element Law, Housing Accountability Act, Density Bonus Law, Permit Streamlining Act, accessory dwelling unit laws, California Environmental Quality Act, and others. In recent years, the state has enacted several laws that Cal Cities was the leading opposition force against, as many of the proposals pre-empted local land use authority, limited public review, and constrained local flexibility. In support of its housing and land use legislation, the Legislature has cited a statewide housing crisis and the need for increased housing production at all income levels while asserting that a uniform approach to local land use decision-making is required.

Discussion:
The resolution does not prescribe a specific policy mechanism. The eight letters in support recommend creating a working group or committee to evaluate potential approaches, including legislative proposals, constitutional amendments, or ballot initiatives to strengthen local authority over housing and land use matters.

A discussion of a strategy to restore and strengthen local authority over housing and land use matters will need to consider the California Constitution's framework for both preemption of police power enactments and municipal affairs, discussed above. It will also need to determine whether changes to the California Constitution will be proposed, and whether they constitute an amendment or a revision, which require different processes.

A constitutional revision is a multistep process blending legislative consensus, voter support, and on occasion, a constitutional convention. It requires significant public engagement.

A constitutional amendment would require a ballot initiative, which includes gathering enough valid signatures to qualify for the ballot, building large coalitions to support election efforts, and campaigning to voters to support the initiative. This process can involve significant costs. In the last major election for ballot initiatives in 2024, proponents spent $8-$18 million to qualify for the ballot and spent nearly $700 million for the full election cycle, averaging out to about $100 million per ballot initiative.

Cal Cities has been engaged in ballot advocacy for over 20 years. In the early 2000s, Cal Cities developed a ballot advocacy infrastructure that included forming an issue political action committee, fundraising, establishing a network of regional managers, and building a coalition with other organizations to ultimately advocate on a ballot measure. Ballot advocacy requires the approval of the Board of Directors with a supermajority vote.

In the Legislature, Cal Cities plays an active and influential role to ensure that local flexibility and autonomy in the land use and housing space is maintained by engaging on dozens of bills every legislative session to ensure that cities' voices are heard at the state Capitol. Below, you will find Cal Cities "Existing Policy" on local control, housing, and land use policies.

Fiscal Impact
The resolution itself would not have a significant direct fiscal impact. However, depending on what actions follow, the fiscal costs could be significant.

Existing Cal Cities Policy

Vision

To be recognized and respected as the leading advocate for the common interests of California's cities.

Mission Statement

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

We Believe

- Local self-governance is the cornerstone of democracy.
- Our strength lies in the unity of our diverse communities of interest.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility.
- The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- Cities are vital to the strength of the California economy.
- The vitality of cities is dependent upon their fiscal stability and local autonomy.
- The active participation of all city officials increases the League's effectiveness.
- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

Zoning

Cal Cities believes local zoning is a primary function of cities and is an essential component of home rule. The process of adoption, implementation and enforcement of zoning ordinances should be open and fair to the public and enhance the responsiveness of local decision-makers. State policy should leave local siting and use decisions to the city and not interfere with local prerogative beyond providing a constitutionally valid procedure for adopting local regulations. State agency siting of facilities, including campuses and office buildings, should be subject to local notice and hearing requirements in order to meet concerns of the local community. Cal Cities opposes legislation that seeks to limit local authority over parking requirements.

Housing Element

Housing issues should be addressed in the general plan as other planning issues are. The housing element should be prepared for the benefit of local

governments and should have equal status with the other elements of the general plan.

Encourage Full Community Participation
Foster an open and inclusive community dialogue and promote alliances and partnerships to meet community needs.

Well-Planned New Growth
Recognize and preserve open space, watersheds, environmental habitats, and agricultural lands, while accommodating new growth in compact forms, in a manner that:

- De-emphasizes automobile dependency;
- Integrates the new growth into existing communities;
- Creates a diversity of affordable housing near employment centers;
- Provides job opportunities for people of all ages and income levels.

Support:
The following letters of concurrence were received:
City of Banning
City of Calimesa
City of Canyon Lake
City of Moreno Valley
City of Norco
City of Torrance
Crystal Ruiz, Mayor, City of San Jacinto
Jessica Alexander, Mayor, City of Temecula