CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, August 14, 2024 at 6:00 PM

Kerman City Hall, 850 S. Madera Avenue, Kerman, CA 93630

LEVINE ACT DISCLOSURE. Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than $250 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Council Members are also required to make such disclosures and recuse themselves.

CONFLICT OF INTEREST. City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure of financial interest when the item is called and recuse themselves.

1. **OPENING CEREMONIES**

   A. Call to Order

   B. Roll Call

   C. Invocation

   D. Flag Salute

2. **AGENDA APPROVAL/ADDITIONS/DELETIONS**
   To accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed.

3. **PRESENTATIONS/CEREMONIAL MATTERS**

4. **PUBLIC FORUM** (*for matters not on agenda)*
   This portion of the meeting is reserved for members of the public to address the Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. It is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council on items on the Agenda should notify the Mayor when that Agenda item is called, and the Mayor will recognize your discussion at that time. It should be noted that the Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Speakers are asked to please use the microphone, and provide their name and address.

5. **CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

A. **SUBJECT:** Minutes - July 24, 2024

RECOMMENDATION: Council approve minutes as presented.

B. **SUBJECT:** Warrants (JA)

1. Nos.29796-29982 $690,362.04 ACH $652,724.60.

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)

C. **SUBJECT**: Payroll (JA)
07/07/2024 - 07/20/2024: $214,111.21; Retro Pay & Other: $8,439.47; Overtime: $10,254.38; Standby: $1,967.79; Comp Time Earned: 50.63

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Consider Adoption of Fresno County Regional Active Transportation Plan (JG)

RECOMMENDATION: Council approve resolutions for 1) adopting the Negative Declaration for the Regional Active Transportation Plan (CEQA) and 2) approving the Fresno County Regional Active Transportation Plan.

E. **SUBJECT:** Amending 2024/2025 Miscellaneous Salary Schedules (JA)

RECOMMENDATION: Council by motion adopt resolution amending the 2024/2025 Salary Schedules for Employees in Miscellaneous Bargaining Unit effective July 1, 2024.

F. **SUBJECT:** Approval of Contract No. 25-0121ARP Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Contract No: 25-0121ARP Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging and authorizing City Manager to execute contract.

G. **SUBJECT:** Resolution Accepting the FY22/23 Street Rehabilitation Project and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the FY22/23 Street Rehabilitation Project and authorizing the City Engineer to record the Notice of Completion.

H. **SUBJECT:** Resolution Accepting the FY 22/23 Street Sealing Project and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the FY 22/23 Street Sealing Project and authorizing the City Engineer to record the Notice of Completion.

6. **PUBLIC HEARINGS**

None.

7. **DEPARTMENT REPORTS**

A. **SUBJECT:** City Council Attendance of California League of Cities (Cal Cities) Annual Conference, Training and Appointment of a Voting Delegate for the City of Kerman (JC)

RECOMMENDATION: Council consider attendance at the California League of Cities Annual Conference in Long Beach and by motion appoint a voting delegate and alternate on behalf of the City.

8. **CITY MANAGER/STAFF COMMUNICATIONS**

9. **MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS**
(This portion of the meeting is reserved for the Mayor and Council Members (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items at the request of a Council Member, and (iv) to take action on matters initiated under this section of the agenda items. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.)

10. **CLOSED SESSION**
If desired, members of the public may comment on Closed Session items. Members of the public wishing to address Council on Closed Session items should notify the Mayor when that item is called, and the Mayor will recognize your discussion at that time. It should be noted that Council is prohibited from discussing or addressing comments on Closed Session items.

A. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organization: Kerman Peace Officers Association

B. Government Code Section 54957
PUBLIC EMPLOYEE EVALUATION
Title: City Manager

11. **ADJOURNMENT**

AGENDA POSTING CERTIFICATION

I, Josie Camacho, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that I caused the above agenda to be posted at City of Kerman Council Chambers at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.net.

Date: August 9, 2024 /s/ Josie Camacho, City Clerk

CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, July 24, 2024 at 6:00 PM

Kerman City Hall, 850 S. Madera Avenue, Kerman, CA 93630

1. OPENING CEREMONIES

A. Call to Order - **6:00 p.m.**

B. Roll Call - **All present except Councilmember Herrera.**

C. Invocation- **A moment of silence was observed.**

D. Flag Salute - **Performed.**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion made by Mayor Pro Tem Nijjer, Seconded by Councilmember Yep
Ayes: Nijjer, Yep, Coleman, Pacheco
Noes: None
Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

3. PRESENTATIONS/CEREMONIAL MATTERS - None.

4. PUBLIC FORUM (*for matters not on agenda)*

Cherie Smith, Kyle Savage.

5. CONSENT CALENDAR

A. SUBJECT: Minutes - July 10, 2024

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Warrants (JA)

1. Nos. 29691-29795 $2,047,875.17 ACH $62,168.64.

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)

C. **SUBJECT**: Payroll (JA)

07/23/2024 - 07/06/2024: $210,898.93; Retro Pay & Other: $1,711.96; Overtime: $14,630.91; Holiday at 1/2: $1,705.49; Standby: $1,803.07; Comp Time Earned: 24.23

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Monthly Investment Report (JA)

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Resolution concerning Local Transportation Purposes Funds (Measure "C") (JA)

RECOMMENDATION: Council by motion adopt resolution approving submittal of Local Transportation Purposes Certification and Claim for Fiscal Year 2024/2025 (Measure "C"). – **Res. 24-56**

F. **SUBJECT:** Resolution Approving the 2024-2027 Agreement with the County of Fresno for Police Dispatch Services (SW)

RECOMMENDATION: Council by motion adopt resolution approving the 2024-2027 Service Agreement with County of Fresno for Law Enforcement Dispatch Services. – **Res. 24-57**

G. **SUBJECT:** Consideration of a Code Text Amendment application to amend Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences (MC).

RECOMMENDATION: City Council (Council) by motion (1) approve a finding that the project is not subject to the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) and (2) waive the second reading of the ordinance and adopt a Code Text Amendment amending Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences. – **Ord. 24-04**

Motion made by Councilmember Yep, Seconded by Councilmember Coleman
Ayes: Yep, Coleman, Nijjer, Pacheco
Noes: None
Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

6. PUBLIC HEARINGS

Opened 6:11 p.m.

A. **SUBJECT:** Public Hearing and Approval of Resolution Confirming Diagram and Assessments for the Annual Levy, 2024-2025, for Landscaping and Lighting District No. 1 (JG)

RECOMMENDATION: Council conduct a public hearing, receive public testimony, and adopt resolution confirming the diagram and assessments for Landscaping and Lighting District No. 1 for the 2024-2025 annual levy in the amounts specified and authorize the City Clerk to record the diagram and assessment with the Fresno County Auditor-Controller. – **Res. 24-58**

Motion made by Mayor Pro Tem Nijjer, Seconded by Councilmember Yep
Ayes: Nijjer, Yep, Coleman, Pacheco
Noes: None
Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

Closed 6:16 p.m.

7. DEPARTMENT REPORTS

A. **SUBJECT:** Resolution approving Memorandum of Understanding by and between the City of Kerman and the Kerman Miscellaneous Employees Association (KMEA) for July 1, 2024 through June 30, 2027 (JAJ)

RECOMMENDATION: Council adopt a Resolution (Attachment A) approving Memorandum of Understanding by and between the City of Kerman and the Kerman Miscellaneous Employees Association (KMEA) for July 1, 2024 through June 30, 2027. – **Res. 24-59**

Motion made by Councilmember Yep, Seconded by Councilmember Coleman
Ayes: Yep, Coleman, Nijjer, Pacheco
Noes: None
Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

B. **SUBJECT:** Resolution Approving Professional Service Agreement with PBK Architects Inc. for Design Work, Construction Drawings and Bid Documents for Kerman Community Safety Center located at 15061 West “C” Street in the amount of $650,000 (JAJ)

RECOMMENDATION: Council adopt resolution approving Professional Service Agreement with PBK Architects Inc. for Design Work, Construction Drawings and Bid Documents for Kerman Community Safety Center located at 15061 West “C” Street in the amount not to exceed $650,000.

Motion to go out for RFP made by Mayor Pro Tem Nijjer, Seconded by Councilmember Yep
Ayes: Nijjer, Yep, Coleman, Pacheco
Noes: None

Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

8. CITY MANAGER/STAFF COMMUNICATIONS

9. MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

Direction was given to place Council and Planning Commission Compensation on a future agenda for discussion.

10. CLOSED SESSION - 6:44 p.m. Mayor Pacheco recused from item 10.A

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Gov. Code § 54956.8)
Property: APN 023-481-01S
Agency Negotiator: John Jansons, City Manager
Negotiating Party: Moore Trust
Under Negotiation: Price and Terms

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Gov. Code § 54956.8)
Property: APN -023 204 10S
Agency Negotiator: John Jansons, City Manager
Negotiating Party: Jasmin Gonzalez
Under Negotiation: Price and Terms

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Gov. Code § 54956.8)
Property: APN 025-20025S
Agency Negotiator: John Jansons, City Manager
Negotiating Party: Earl and Janice Giacolini
Under Negotiation: Price and Terms

Reconvene 7:46 p.m. with no reportable action. Three members present for item 10.A. Four members present for items 10.B and 10.C.

11. ADJOURNMENT - 7:46 p.m.

MINUTES CERTIFICATION

I, Dalia Santana-Zamudio, Deputy City Clerk for the City of Kerman, do hereby declare under penalty of perjury that the above minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at Kerman City Hall, 850 S. Madera Ave, Kerman, CA.

Date: July 25, 2024 /s/Dalia Santana-Zamudio, Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: Alex.Garcia
Printed: 8/9/2024 3:04 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	10522	CALPERS	07/15/2024	386.94
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	07/15/2024	8,795.93
ACH	10517	FEDERAL TAXES PAYROLL	07/15/2024	52,058.77
ACH	10518	KERMAN POLICE OFFICERS ASSN	07/15/2024	649.75
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	07/15/2024	270.00
ACH	10520	ICMA-RC	07/15/2024	1,659.40
ACH	10522	CALPERS	07/15/2024	36,036.41
			Total for 7/15/2024:	99,857.20
ACH	10522	CALPERS	07/16/2024	35,098.88
			Total for 7/16/2024:	35,098.88
ACH	10644	US BANK EQUIPMENT FINANCE	07/17/2024	710.78
			Total for 7/17/2024:	710.78
29796	10021	ALERT O LITE	07/18/2024	195.73
29797	10064	CAL VALLEY PRINTING	07/18/2024	300.94
29798	11722	CALED	07/18/2024	500.00
29799	10571	DITCH WITCH	07/18/2024	32.32
29800	10157	FERGUSON ENTERPRISES INC	07/18/2024	250.00
29801	11550	FRESNO COUNTY SHERIFFS OFFICE -	07/18/2024	137.00
29802	12379	GILL CHEVROLET	07/18/2024	222.81
29803	10201	HORIZON	07/18/2024	2,894.60
29804	10514	ICAD INC	07/18/2024	1,185.00
29805	12026	PRECISION CIVIL ENGINEERING INC	07/18/2024	7,471.25
29806	12475	SAN JOAQUIN PEST CONTROL	07/18/2024	105.00
29807	10329	SAN JOAQUIN VALLEY AIR POLL	07/18/2024	290.00
29808	12641	SIRCHIE ACQUISITION COMPANY, LL	07/18/2024	337.20
29809	12368	SPECIALTY HOSE EXPRESS LLC	07/18/2024	80.22
29810	10357	TAYLOR MADE IRRIGATION	07/18/2024	128.72
29811	12580	TEAMCALIFORNIA ECONOMIC DEVE	07/18/2024	2,500.00
29812	10754	THE HOME DEPOT PRO-SUPPLY WORI	07/18/2024	911.10
29813	10371	TJ LAW & ASSOCIATES INVESTIGATIC	07/18/2024	800.00
29814	12544	AMERICAN PAVING CO	07/18/2024	63,731.83
29815	10040	AT&T MOBILITY	07/18/2024	2,586.16
29816	10504	AUTOZONE	07/18/2024	39.59
29817	10100	CLOVIS POLYCON INC	07/18/2024	11,217.57
29818	10108	COOKS COMMUNICATIONS CORP	07/18/2024	434.17
29819	10826	CROWN SERVICES CORPORATION	07/18/2024	312.69
29820	10114	CROWN SHORT LOAD CONCRETE	07/18/2024	1,340.39
29821	11382	DATA TICKET INC	07/18/2024	47.15
29822	10128	DEPARTMENT OF JUSTICE	07/18/2024	140.00
29823	10144	ELBERT DISTRIBUTING INC	07/18/2024	647.05
29824	11398	FASTSIGNS	07/18/2024	1,059.14

Check No	Vendor No	Vendor Name	Check Date	
29825	10162	FRESNO COUNTY TREASURER	07/18/2024	143.20
29826	10169	FRESNO PET CEMETERY	07/18/2024	383.40
29827	11358	GREAT AMERICA FINANCIAL SERVICI	07/18/2024	187.44
29828	10219	JENSEN & PILEGARD INC	07/18/2024	300.66
29829	12128	JS TOWING	07/18/2024	500.00
29830	11101	LANDMARK PENTACOSTAL CHURCH	07/18/2024	75.00
29831	10335	MADERA FORD	07/18/2024	60.65
29832	12639	MERARY MARTINEZ	07/18/2024	150.00
29833	10260	METRO UNIFORM & ACCESSORIES	07/18/2024	203.09
29834	12507	MARGARET MIMS	07/18/2024	1,766.18
29835	11965	MISSION UNIFORM SERVICE	07/18/2024	1,565.94
29836	12249	ALMA MORALES	07/18/2024	150.00
29837	10282	OFFICE DEPOT	07/18/2024	1,685.13
29838	10286	O'REILLY AUTOMOTIVE INC	07/18/2024	3,496.13
29839	10289	P.G.& E.	07/18/2024	63,352.60
29840	10337	SLUMBERGER LUMBER	07/18/2024	565.71
29841	10561	SOUTHERN COMPUTER WAREHOUSE	07/18/2024	5,598.09
29842	11907	SPRINGBROOK HOLDING COMPANY I	07/18/2024	1,583.00
29843	11460	SUPERIOR POOL PRODUCTS LLC	07/18/2024	2,267.98
29844	10015	THE ADVANCE GROUP INC	07/18/2024	1,771.38
29845	10391	VALLEY FARM SUPPLY STORES	07/18/2024	3,008.54
29846	10413	YAMABE & HORN ENGINEERING INC	07/18/2024	130,234.60
29847	10406	WEST HILLS OIL INC	07/18/2024	6,106.68
29848	10408	WILD ELECTRIC	07/18/2024	950.00
29849	12640	MONICA YAAUACA	07/18/2024	150.00
			Total for 7/18/2024:	326,153.03
29850	12537	AMERITAS GROUP INSURANCE CORP	07/24/2024	533.07
29851	10035	AQUA NATURAL SOLUTIONS	07/24/2024	2,336.21
29852	10040	AT&T MOBILITY	07/24/2024	1,596.00
29853	10042	BACKFLOW INDEPENDENT TESTING	07/24/2024	6,037.50
29854	10054	BLUE SHIELD OF CALIFORNIA	07/24/2024	57,568.14
29855	10617	C A REDING CO INC	07/24/2024	310.44
29856	10092	CENTRAL VALLEY TOXICOLOGY INC	07/24/2024	42.00
29857	10452	CITY OF FRESNO WMD	07/24/2024	185.00
29858	10104	COMCAST	07/24/2024	498.48
29859	11874	CSG CONSULTANTS INC	07/24/2024	9,660.00
29860	12562	MUNIQUE CUBILLOS	07/24/2024	120.15
29861	10128	DEPARTMENT OF JUSTICE	07/24/2024	650.00
29862	11999	DOG WASTE DEPOT	07/24/2024	904.46
29863	12521	EDIS	07/24/2024	1,064.00
29864	10166	FRESNO-MADERA AGENCY ON AGIN(	07/24/2024	214.58
29865	12187	HAMNER JEWELL & ASSOCIATES	07/24/2024	870.00
29866	10250	LIEBERT CASSIDY WHITMORE	07/24/2024	3,966.00
29867	11096	LOZANO SMITH LLP	07/24/2024	661.00
29868	10282	OFFICE DEPOT	07/24/2024	281.80
29869	12642	STEPHEN OGBUEHI	07/24/2024	150.00
29870	10289	P.G.& E.	07/24/2024	1,874.19
29871	12026	PRECISION CIVIL ENGINEERING INC	07/24/2024	6,645.38
29872	11650	SITEONE LANDSCAPE SUPPLY, LLC	07/24/2024	400.04
29873	10406	WEST HILLS OIL INC	07/24/2024	7,496.28
			Total for 7/24/2024:	104,064.72
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	07/26/2024	9,147.10
ACH	10517	FEDERAL TAXES PAYROLL	07/26/2024	55,056.40

Check No	Vendor No	Vendor Name	Check Date	
ACH	10518	KERMAN POLICE OFFICERS ASSN	07/26/2024	649.75
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	07/26/2024	270.00
ACH	10520	ICMA-RC	07/26/2024	3,586.46
			Total for 7/26/2024:	68,709.71
ACH	10522	CALPERS	07/30/2024	35,454.31
ACH	10386	US BANK CORPORATE PAYMENT	07/30/2024	14,153.72
			Total for 7/30/2024:	49,608.03
ACH	10522	CALPERS	07/31/2024	398,740.00
			Total for 7/31/2024:	398,740.00
29874	11493	24 / 7 PET VETS	08/01/2024	752.12
29875	10021	ALERT O LITE	08/01/2024	287.30
29876	12544	AMERICAN PAVING CO	08/01/2024	1,250.00
29877	12257	AMERITAS LIFE INSURANCE CORP- V	08/01/2024	785.87
29878	11162	AWP SAFETY	08/01/2024	1,805.85
29879	11917	BLAIS & ASSOCIATES LLC	08/01/2024	8,265.00
29880	10061	BSK ASSOCIATES	08/01/2024	2,050.00
29881	10617	C A REDING CO INC	08/01/2024	32.91
29882	10452	CITY OF FRESNO WMD	08/01/2024	193.00
29883	11259	CIVIC PLUS INC	08/01/2024	6,000.00
29884	11498	COMCAST CABLE COMMUNICATIONS	08/01/2024	725.19
29885	10105	COMMUNITY HOSPITALS OF CENTRA	08/01/2024	175.00
29886	10109	AUDITOR CONTROLLER/TREASURER	08/01/2024	166.00
29887	10715	DC HEATING AND COOLING	08/01/2024	375.00
29888	10133	DEPARTMENT OF TRANSPORTATION	08/01/2024	2,410.67
29889	11475	DISCOUNT PLAYGROUND SUPPLY IN(	08/01/2024	271.25
29890	10144	ELBERT DISTRIBUTING INC	08/01/2024	261.08
29891	12019	ELITE UNIFORMS	08/01/2024	906.79
29892	10159	FRESNO COUNCIL OF GOVERNMENTS	08/01/2024	678.00
29893	11550	FRESNO COUNTY SHERIFFS OFFICE -	08/01/2024	137.00
29894	12379	GILL CHEVROLET	08/01/2024	468.63
29895	11358	GREAT AMERICA FINANCIAL SERVICI	08/01/2024	608.69
29896	11698	MOISES GUTIERREZ	08/01/2024	150.00
29897	10201	HORIZON	08/01/2024	1,337.21
29898	11923	JOE A GONSALVES & SON	08/01/2024	1,250.00
29899	11699	LORENA OBEZO	08/01/2024	225.00
29900	12331	LOUS AUTO GLASS	08/01/2024	757.72
29901	10678	MAC'S EQUIPMENT INC	08/01/2024	9,287.65
29902	11965	MISSION UNIFORM SERVICE	08/01/2024	100.26
29903	10265	MONTOY LAW CORPORATION	08/01/2024	7,733.00
29904	10272	MUTUAL OF OMAHA	08/01/2024	2,929.00
29905	10281	NORTH CENTRAL FIRE PROT DIST	08/01/2024	1,482.00
29906	10282	OFFICE DEPOT	08/01/2024	348.67
29907	10289	P.G.& E.	08/01/2024	16,057.07
29908	10301	PETTY CASH	08/01/2024	104.65
29909	10309	PROFORCE LAW ENFORCEMENT	08/01/2024	526.32
29910	10596	RED WING BUSINESS ADVANTAGE AC	08/01/2024	193.39
29911	12592	REXEL	08/01/2024	305.74
29912	11006	RIGHT NOW PHLEBOTOMY	08/01/2024	125.00
29913	10324	RIVERSIDE NURSERY & LANDSCAPE	08/01/2024	646.32
29914	11041	ROSENBALM ROCKERY	08/01/2024	750.66

Check No	Vendor No	Vendor Name	Check Date	
29915	11650	SITEONE LANDSCAPE SUPPLY, LLC	08/01/2024	623.42
29916	12368	SPECIALTY HOSE EXPRESS LLC	08/01/2024	53.17
29917	11460	SUPERIOR POOL PRODUCTS LLC	08/01/2024	2,048.19
29918	10357	TAYLOR MADE IRRIGATION	08/01/2024	88.49
29919	10360	TERRY JOHNSON TRUCKING	08/01/2024	2,016.39
29920	10363	THE BUSINESS JOURNAL	08/01/2024	140.00
29921	11502	TIREHUB LLC	08/01/2024	610.09
29922	10379	UNDERGROUND SERVICE ALERT OF	08/01/2024	904.86
29923	10391	VALLEY FARM SUPPLY STORES	08/01/2024	2,267.86
29924	10399	VETERINARY MEDICAL CENTER	08/01/2024	208.00
29925	12644	HUSTON WALKER III	08/01/2024	101.00
			Total for 8/1/2024:	81,976.48
29926	UB*01833	KYLE WILKINS	08/05/2024	269.67
29927	UB*01836	ILDA AGUILAR	08/05/2024	53.67
29928	UB*01842	ALEXA CROWN	08/05/2024	75.25
29929	UB*01835	IDELFONSO GASPAR GARCIA	08/05/2024	171.94
29930	UB*01838	RYAN GUINN	08/05/2024	184.67
29931	UB*01837	GEORGINA MONTALVO	08/05/2024	84.41
29932	UB*01834	LAUREN NANCE	08/05/2024	79.15
29933	UB*01841	CIRILA NUNEZ	08/05/2024	5.00
29934	UB*01840	MAGDALENA SANDOVAL	08/05/2024	195.74
29935	UB*01839	KEVAL SINGH	08/05/2024	32.46
29936	UB*01843	NATHAN WEIS	08/05/2024	71.40
			Total for 8/5/2024:	1,223.36
29937	11493	24 / 7 PET VETS	08/08/2024	1,264.60
29938	10008	A-C ELECTRIC COMPANY	08/08/2024	18,646.00
29939	12645	ACTION TARGET	08/08/2024	556.32
29940	10021	ALERT O LITE	08/08/2024	1,768.66
29941	12537	AMERITAS GROUP INSURANCE CORP	08/08/2024	958.32
29942	12538	AMERITAS GROUP INSURANCE CORP	08/08/2024	838.50
29943	12530	APOLLO HEALTH INC	08/08/2024	900.00
29944	10504	AUTOZONE	08/08/2024	41.17
29945	11162	AWP SAFETY	08/08/2024	1,805.85
29946	11355	BADGER METER	08/08/2024	269.01
29947	10617	C A REDING CO INC	08/08/2024	246.33
29948	10452	CITY OF FRESNO WMD	08/08/2024	139.50
29949	10103	COLONIAL LIFE	08/08/2024	577.58
29950	10128	DEPARTMENT OF JUSTICE	08/08/2024	235.00
29951	12648	DISABILITY ACCESS CONSULTANTS,	08/08/2024	1,500.00
29952	10619	EDD	08/08/2024	5,063.00
29953	12584	ENOVEN TRUCK BODY & EQUIPMEN	08/08/2024	80,836.56
29954	12612	IMANOL FERNANDEZ	08/08/2024	420.48
29955	10162	FRESNO COUNTY TREASURER	08/08/2024	23,299.00
29956	10169	FRESNO PET CEMETERY	08/08/2024	382.00
29957	10177	GAMETIME	08/08/2024	464.09
29958	11751	GOVERNMENT TRAINING AGENCY O	08/08/2024	625.00
29959	10185	GRAINGER	08/08/2024	41.78
29960	10201	HORIZON	08/08/2024	780.40
29961	11965	MISSION UNIFORM SERVICE	08/08/2024	1,625.27
29962	10282	OFFICE DEPOT	08/08/2024	918.23
29963	10286	O'REILLY AUTOMOTIVE INC	08/08/2024	2,900.19
29964	11833	ORKIN	08/08/2024	127.99
29965	10289	P.G.& E.	08/08/2024	6,183.26

Check No	Vendor No	Vendor Name	Check Date	
29966	10305	PITNEY BOWES BANK INC PURCHASI	08/08/2024	502.08
29967	10316	R G EQUIPMENT OF FRESNO INC	08/08/2024	451.52
29968	11538	SUNNYSIDE TROPHY INC	08/08/2024	54.18
29969	12347	SUPER SMART SHOPPERS	08/08/2024	297.00
29970	10754	THE HOME DEPOT PRO-SUPPLY WORI	08/08/2024	1,102.76
29971	10168	UNITY IT	08/08/2024	6,440.73
29972	12156	URBAN RESTORATION GROUP US INC	08/08/2024	178.24
29973	10377	US POST OFFICE	08/08/2024	5,000.00
29974	10327	SAFETY KLEEN SYSTEMS INC	08/08/2024	128.70
29975	10331	SEBASTIAN	08/08/2024	210.00
29976	10332	SEBASTIAN	08/08/2024	3,210.80
29977	11114	SHERWIN WILLIAMS	08/08/2024	953.53
29978	10337	SLUMBERGER LUMBER	08/08/2024	746.80
29979	12054	SPARKLETTS	08/08/2024	147.32
29980	11907	SPRINGBROOK HOLDING COMPANY I	08/08/2024	1,708.00
29981	10387	USA BLUE BOOK	08/08/2024	1,592.41
29982	12290	VERIZON	08/08/2024	806.29
			Total for 8/8/2024:	176,944.45
			Report Total (204 checks):	1,343,086.64

PAY PERIOD: July 07, 2024 - July 20, 2024

	SALARY	RETRO PAY & Other	OVERTIME HOURS	OVERTIME AMOUNT	HOLIDAY at 1/2 TIME HOURS	HOLIDAY at 1/2 TIME AMOUNT	STANDBY HOURS	STANDBY AMOUNT	GROSS SALARY	COMP TIME EARNED
GRAND TOTAL:	$214,111.21	$8,439.47	222.75	$10,254.38	0	$0.00	99.5	$1,967.79	$ 235,541.08	50.63

STAFF REPORT

MEETING DATE: August 14, 2024

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Consider Adoption of Fresno County Regional Active Transportation Plan (JG)

RECOMMENDATION: Council approve resolutions for 1) adopting the Negative Declaration for the Regional Active Transportation Plan (CEQA) and 2) approving the Fresno County Regional Active Transportation Plan.

EXECUTIVE SUMMARY:

Fresno Council of Governments (COG), in coordination with its member agencies, the general public and stakeholder groups developed the Regional Active Transportation Plan (R-ATP). The R-ATP is an update to the 2019 R-ATP developed to create a comprehensive countywide vision for active transportation and to support applications for new funding to create sidewalks, shared use paths, bike lanes, better street crossings, and other improvements for walking and bicycling.

A goal of the R-ATP is to create a network of safe and attractive trails, sidewalks and bikeways that connect Fresno County residents to key destinations such as local schools, parks and commercial amenities. The networks include shared-use paths, bike lanes and routes, sidewalks and crosswalk improvements. Other goals are creating a network of regional bikeways that allow bicyclists to safely ride between cities and other regional destinations, and to increase regional walking and bicycling trips by creating user-friendly facilities. The R-ATP contains various programs, policies and recommendations that pertain to bicycle and pedestrian facilities in Fresno County. Projects are identified at a conceptual level for the R-ATP.

The R-ATP is intended to help Fresno COG's member agencies better compete for funding sources that support ATP projects and satisfy California Transportation Commission (CTC) requirements. Jurisdiction resolutions are a CTC requirement of member agencies. The City must approve two separate resolutions, passed in specific order. The CEQA resolution must be approved first followed by the Resolution to approve the R-ATP. Specific development is not being proposed under the R-ATP and therefore adopting the CEQA document would not authorize any development or present adverse environmental effects.

Because the complete R-ATP is so large, this link is provided for access to the complete document: https://www.fresnocog.org/project/active-transportation/. Chapter 9 contains the City of Kerman's plan and is attached as Attachment 'C'.

FISCAL IMPACT:

The R-ATP does not pose a fiscal impact. Future projects resulting from the R-ATP will be presented to Council on a project-by-project basis.

ATTACHMENTS:

A. Resolution – CEQA Adoption
B. Resolution – R-ATP Approval
C. R-ATP – Kerman, Chapter 9

Attachment 'A'

RESOLUTION NO. 24-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA, ADOPTING THE NEGATIVE DECLARATION FOR THE REGIONAL ACTIVE TRANSPORTATION PLAN

WHEREAS, the Fresno Council of Governments (Fresno COG) has prepared a comprehensive County-wide Regional Active Transportation Plan (R-ATP) that outlines the future of walking and bicycling in Fresno County; and

WHEREAS, Fresno COG is the lead agency for purposes of environmental review of the R-ATP under the California Environmental Quality Act (CEQA), pursuant to Public Resources Code § 21000 et seq., and the State "Guidelines for Implementation of the California Environmental Quality Act"; and

WHEREAS, Fresno COG caused to be prepared an Initial Study in April 2024, for the adoption of the R-ATP to evaluate potentially significant environmental impacts and on the basis of that study it was determined that no significant environmental impacts would result from this R-ATP; and

WHEREAS, on the basis of the Initial Study, a Negative Declaration has been prepared, circulated, and made available for public comment pursuant to CEQA; and

WHEREAS, Fresno COG submitted the Initial Study / Negative Declaration (IS/ND) to the State Clearinghouse and distributed it to those agencies which have jurisdiction by law with respect to the R-ATP; posted the Notice of Intent to Adopt a Negative Declaration concerning the R-ATP with the Fresno County Clerk and published such Notice in the Fresno Bee on April 11, 2024; and mailed the Notice of Intent to Adopt / Notice of Availability of a Negative Declaration to other interested parties; and

WHEREAS, the draft IS/ND with appendices and supporting information sources were duly noticed for public review and comment from April 11, 2024 to May 13, 2024, as provided by law; and

WHEREAS, a hearing concerning Fresno COG's intent to adopt a Final IS/ND was duly noticed and held on May 10 and again on May 30, at which time any interested parties were afforded an opportunity to be heard in addition to the public review and comment period referenced above as part of the Environmental Record.

NOW, THEREFORE, the City Council of the City of Kerman resolves and orders as follows:

1. That the foregoing recitals are true and correct and incorporated by reference.

2. The City Council finds that the IS/ND for the R-ATP are adequate and have been completed in compliance with CEQA and the CEQA Guidelines. A copy of the IS/ ND for the R-ATP is incorporated by reference.

3. The City Council finds that it has independently reviewed and considered the Environmental Record, including the Initial Study and proposed Negative Declaration, as a final Negative Declaration, prior to adopting the final Negative Declaration.

4. On the basis of the Environmental Record as the whole record before the City Council, including the Initial Study and any comments received, the City Council finds, in its independent judgment and analysis, that there is no substantial evidence the R-ATP will have a significant effect on the environment.

5. The City Council approves and adopts the findings set forth herein, and the Negative Declaration, based on the Environmental Record.

6. The City Council authorizes Fresno COG staff to cause a Notice of Determination concerning the adoption of the Negative Declaration for the R-ATP to be filed in the office of the Fresno County Clerk and with the Office of Planning and Research in accordance with CEQA and State CEQA Guidelines

****

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 14th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

Attachment 'B'

RESOLUTION NO. 24-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA, APPROVING FRESNO COUNTY REGIONAL ACTIVE TRANSPORTATION PLAN

WHEREAS, the Fresno County Regional Active Transportation Plan (R-ATP) complies with the California Transportation Commission 2023 Active Transportation Program Guidelines; and

WHEREAS, the R-ATP is in compliance with the 2022 Fresno Council of Governments Regional Transportation Plan and Sustainable Communities Strategy; and

WHEREAS, the R-ATP is an implementation tool to the City of Kerman General Plan Circulation Element; and

WHEREAS, the R-ATP promotes walking and biking for transportation and recreation by all members of the community by creating a connected and complete network of trails, walkways, and bikeways that provides safe, convenient, and enjoyable connections to key destinations and neighborhoods in Kerman; and

WHEREAS, the R-ATP promotes pedestrian and bicyclist safety and collision reduction; and

WHEREAS, approval of the R-ATP meets eligibility requirements for Active Transportation Program funding.

NOW, THEREFORE, the City Council of the City of Kerman resolves and orders as follows:

1. That the foregoing recitals are true and correct and incorporated by reference.

2. The City Council hereby approves the R-ATP.

****

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 14th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Chapter 9

KERMAN

This chapter describes the current conditions and future plans for walking and biking in the City of Kerman.

EXISTING CONDITIONS

The City of Kerman is situated in the western part of Fresno County at the intersection of SR 180 and SR 145 (see Figure 1-1).

Existing Bicycle & Pedestrian Facilities

There are 85.0 miles of sidewalks and 9.8 miles of bikeways within Kerman. These networks are summarized in Table 9-1 and depicted in Figures 9-1 and 9-2.

Table 9-1: Summary of Existing Walking & Bicycling Facilities in Kerman

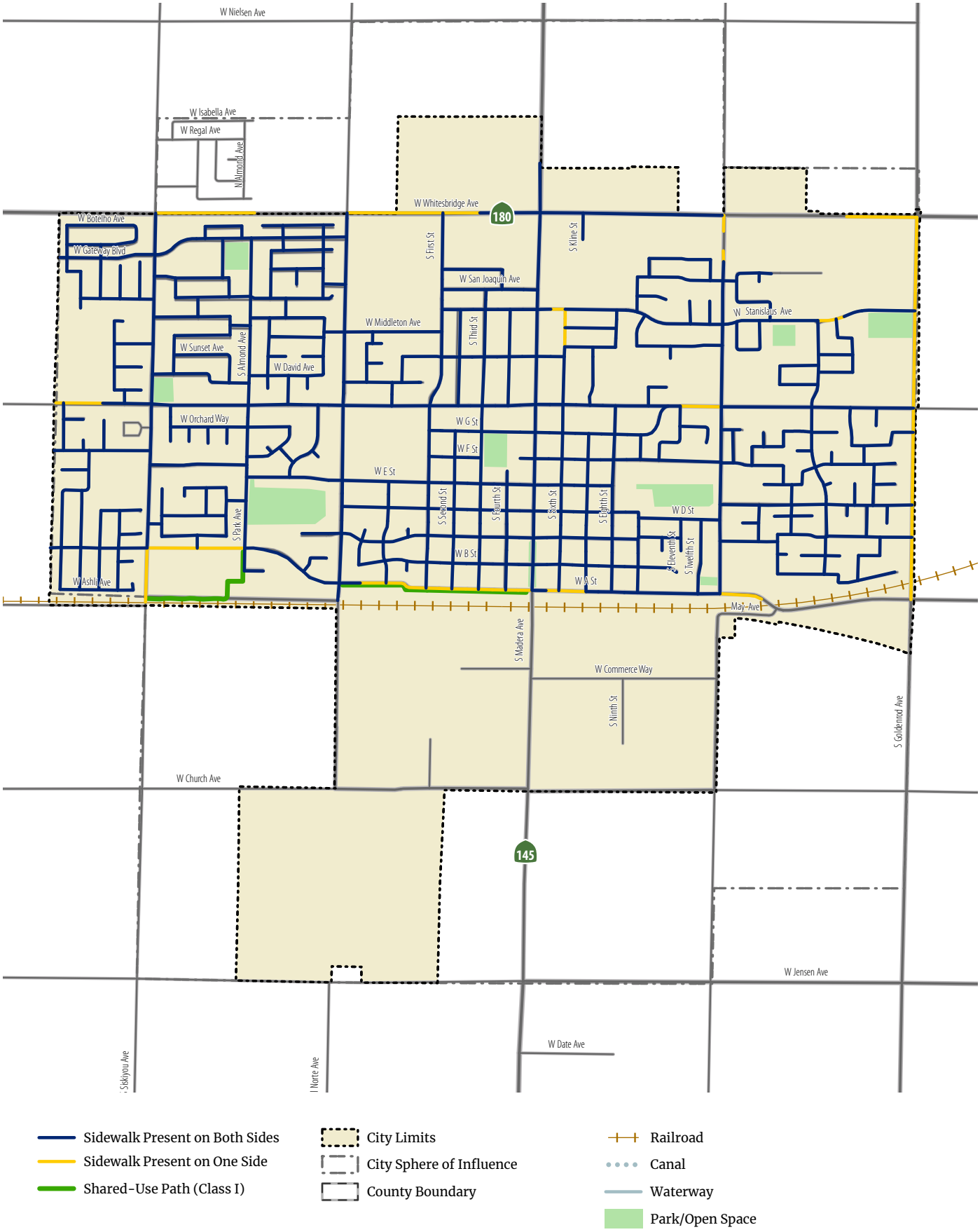
Type	Miles
Sidewalk	85.0
Shared Use Path (Class I)	0.9
Bike Lane (Class II)*	6.5
Bike Route (Class III)*	2.4
Separated Bikeway (Class IV)*	0.0

** Distance measured by centerline*

The following conditions are noted relevant to the safety and comfort of bicycling and walking in Kerman:

- Kerman's sidewalk network is generally comprehensive with only a few gaps along the city's periphery.
- Residents have expressed safety concerns when crossing Madera Avenue (SR 145).
- Bike lanes are present on several major arterial roads in the city and a Class I shared-use path adjacent to A Street runs along the southern perimeter of Kerman. However, several gaps make the network discontinuous.

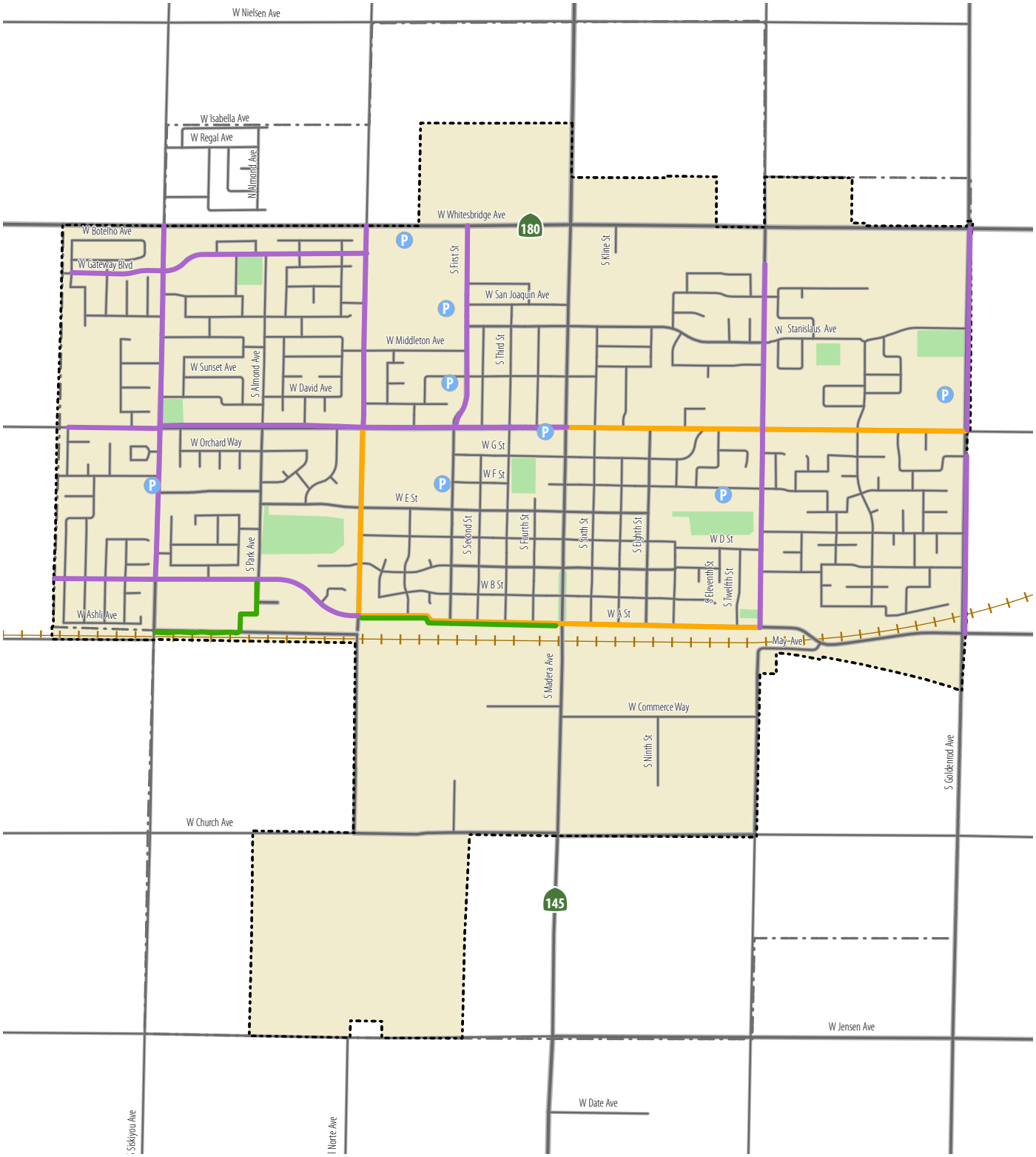
Figure 9-1: Existing Walking Facilities in Kerman



Sidewalk Present on Both Sides
Sidewalk Present on One Side
Shared-Use Path (Class I)
City Limits
City Sphere of Influence
County Boundary
Railroad
Canal
Waterway
Park/Open Space

Source: Fehr & Peers, 2023

Figure 9-2: Existing Bicycling Facilities in Kerman



- Existing Bicycle Parking
- Shared-Use Path (Class I)
- Bike Lane (Class II)
- Bike Route (Class III)
- Separated Bikeway (Class IV)
- City Limits
- City Sphere of Influence
- County Boundary
- Railroad
- Canal
- Waterway
- Park/Open Space

Source: Fehr & Peers, 2023

Plans and Policies Related to Active Transportation

The following city plans and policies are relevant to biking and walking in Kerman:

- City of Kerman General Plan (2007)
- City of Kerman Madera Avenue Streetscape Master Plan (2012)
- City of Kerman Standard Drawings
- Municipal Code of Kerman, California

These plans and policies are discussed in greater detail in Appendix C. Regional, state, and federal plans and policies are also discussed in Appendix C.

Expenditures on Active Transportation Facilities

The City of Kerman has spent more than $700,000 on walking and bicycling improvements over the last five years:

- 2018 Local Street Project: $49,160
- Del Norte Trunk Sewer & Street Reconstruction: $27,822
- Kearney Blvd. Rehabilitation – Siskiyou to Park: $27,822
- California Avenue Sidewalk – Phase II: $243,000
- FY 19-20 Street Overlay Project: $63,925
- Kearney Blvd. Rehabilitation – Madera to Vineland: $191,616
- Vineland Avenue Rehabilitation – Kearney to California: $40,929
- Kearney Blvd. Rehabilitation – Park to Del Norte: $9,626
- FY 22/23 Street Rehabilitation Project: $69,048

Maintenance

city maintenance practices for active transportation facilities include the following:

- Restriping of bike lanes, crosswalks, stop and turn bars, occurs annually from April to September.
- Sidewalk repairs are conducted throughout the year. Most damage is caused by tree roots. Typically, 2,400 square feet of sidewalk are repaired annually.
- Tree trimming is typically conducted all year long, with a focus on low-hanging branches during the summer. In the past year about 1,000 trees were trimmed.
- Shared use paths trails are scheduled for cleanup and weed spraying once a month.

Education & Encouragement Programs

Kerman Police Department school resource officers have conducted classroom visits and presented on pedestrian safety for students walking to and from school. Around Halloween, the police department has also provided information on walking in groups when trick-or-treating and provided information about walking safely at night.

The city has also held walk/bike/roll to school days for local students, and led walk to the farmers' market groups for seniors.

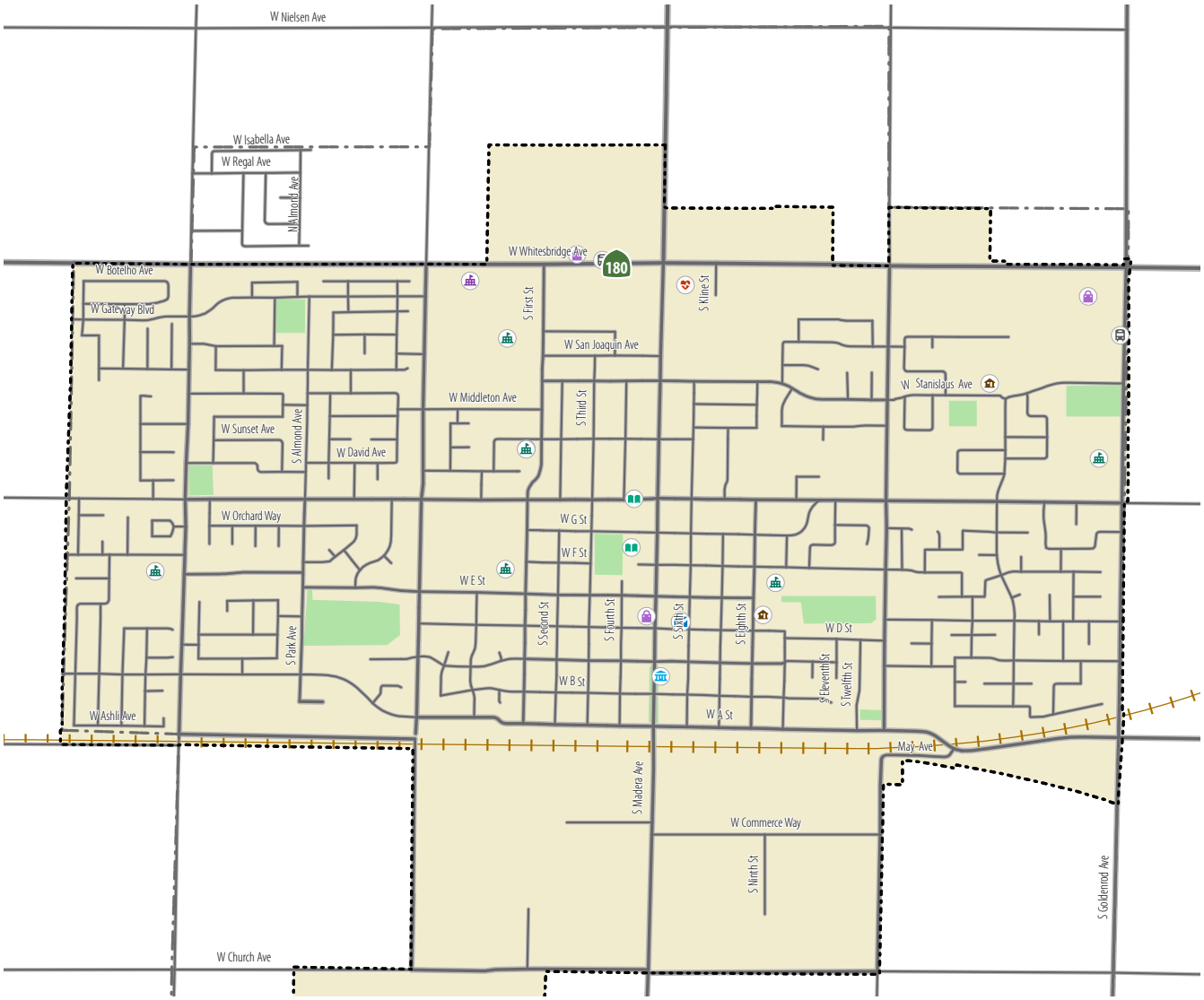
Kerman Middle School

Key Destinations

Figure 9-3 shows key destinations for bicyclists and pedestrians in the City of Kerman. Highlights include

- Schools in the area, including Kerman High School, Lavina Covenant Church, Goldenrod Elementary School, Kerman Floyd Elementary School, Enterprise High School, Kerman Middle School, and Liberty Elementary School,
- Kerman City Hall,
- Kerman Branch Library, and
- Retail stores and businesses around town.

Figure 9-3: Key Destinations in Kerman



Source: Fehr & Peers, 2023

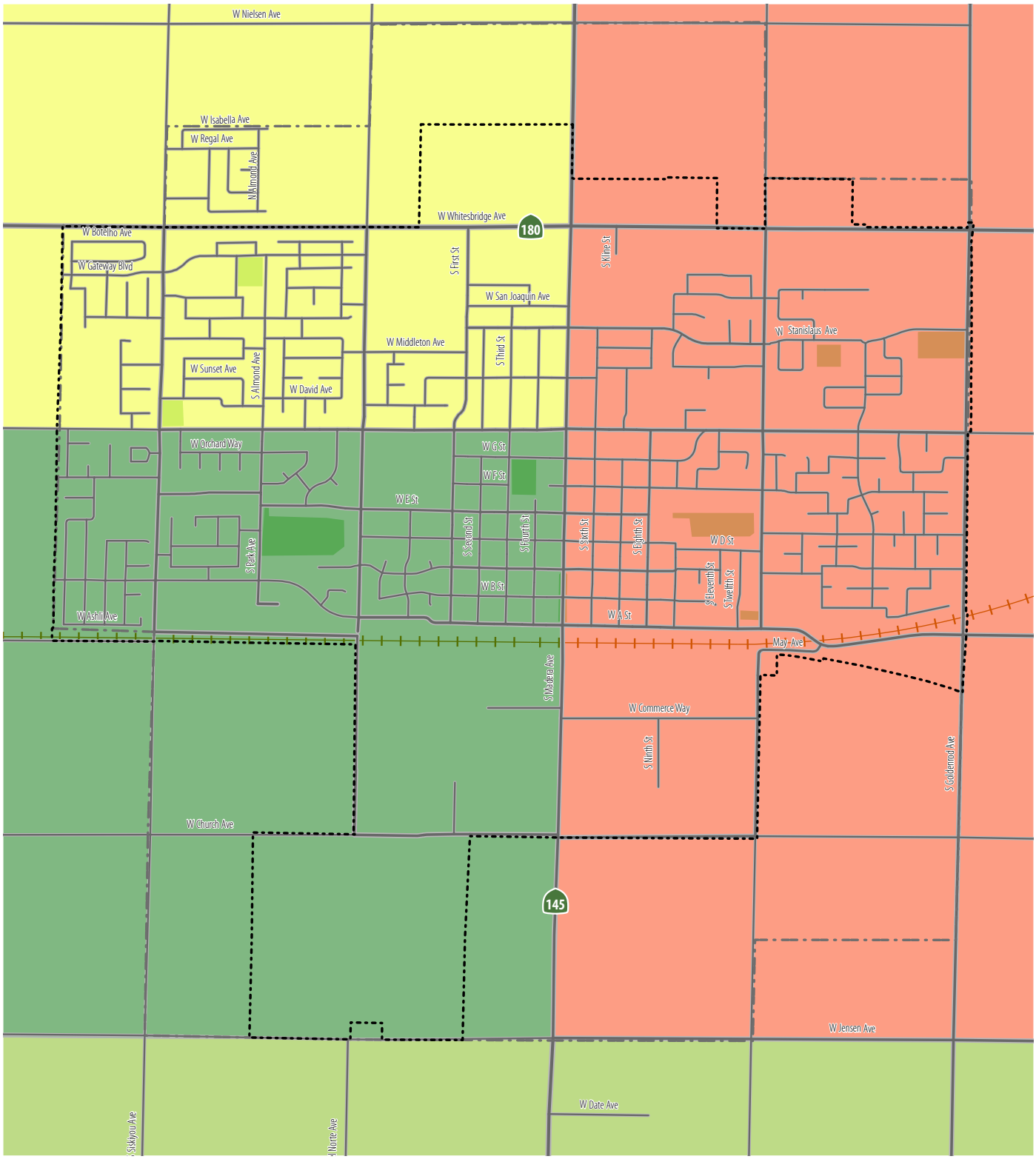
Disadvantaged Communities

All of Kerman meets one or more of the Active Transportation Program criteria for disadvantaged communities, described in Chapter 2, Existing Conditions.

- **Median Household Income**: Households in Kerman living east of SR 145 make less than 65 percent of the state median. Households living west of SR 145 and north of W. Kearney Blvd make between 70 and 75 percent of the state median, as shown in Figure 9-4.
- **Free & Reduced Price Meals for Schools**: Four out of five schools with available data have over 80 percent of students eligible for free or reduced price meals, as shown in Figure 9-5.
- **CalEnviroScreen**: Kerman east of SR 145 is within 10 to 15 percent of the most disadvantaged areas in the state, as shown in Figure 9-6.
- **Healthy Places Index**: Kerman east of SR 145 is within 10 to 15 percent of the most disadvantaged areas in the state, as shown in Figure 9-7.
- **Federal Climate & Economic Justice Tool**: Kerman east of SR 145 exceeds three or four categories in the screening tool, as shown in Figure 9-8.
- **US DOT Equitable Transportation Community Disadvantaged Community Tool**: None of Kerman falls within the 25 percent most disadvantaged areas in the state.
- **FCOG Environmental Justice Areas**: All of Kerman is considered disadvantaged by this definition.

Because all of Kerman meets one or more of these criteria for disadvantaged communities, the challenges for walking and biking described at the beginning of this chapter are equity issues.

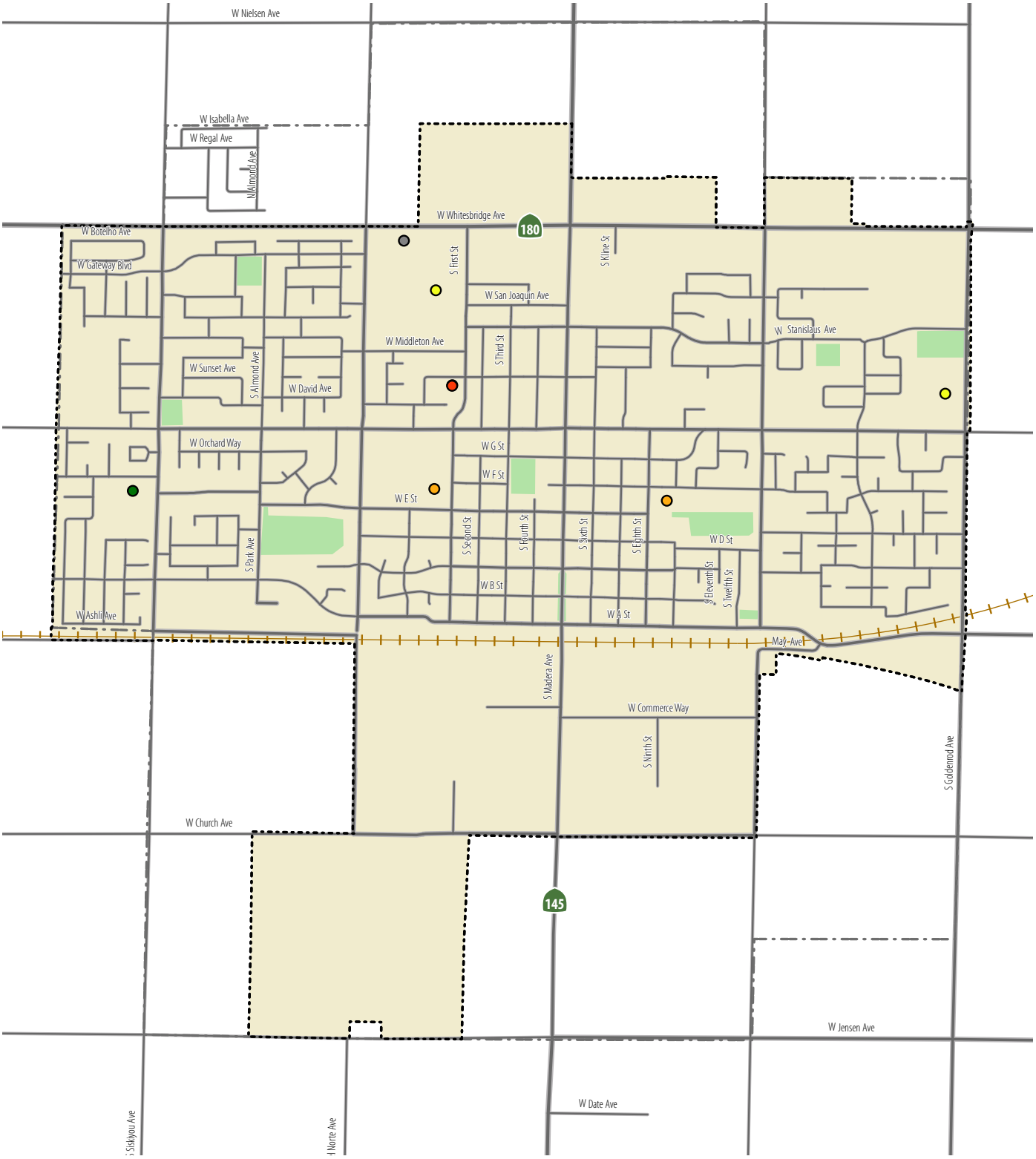
Figure 9-4: Kerman Median Household Income



- <65% of Statewide MHI
- 65% through <70% of Statewide MHI
- 70% through <75% of Statewide MHI
- 75% through <80% of Statewide MHI
- Greater than 80% of Statewide MHI
- No Information
- City Limits
- City Sphere of Influence
- County Boundary
- Railroad
- Canal
- Waterway
- Park/Open Space

Source: US Census 2018-2022 ACS, 2023; Fehr & Peers, 2023

Figure 9-5: Kerman School Free & Reduced Price Meal Eligibility



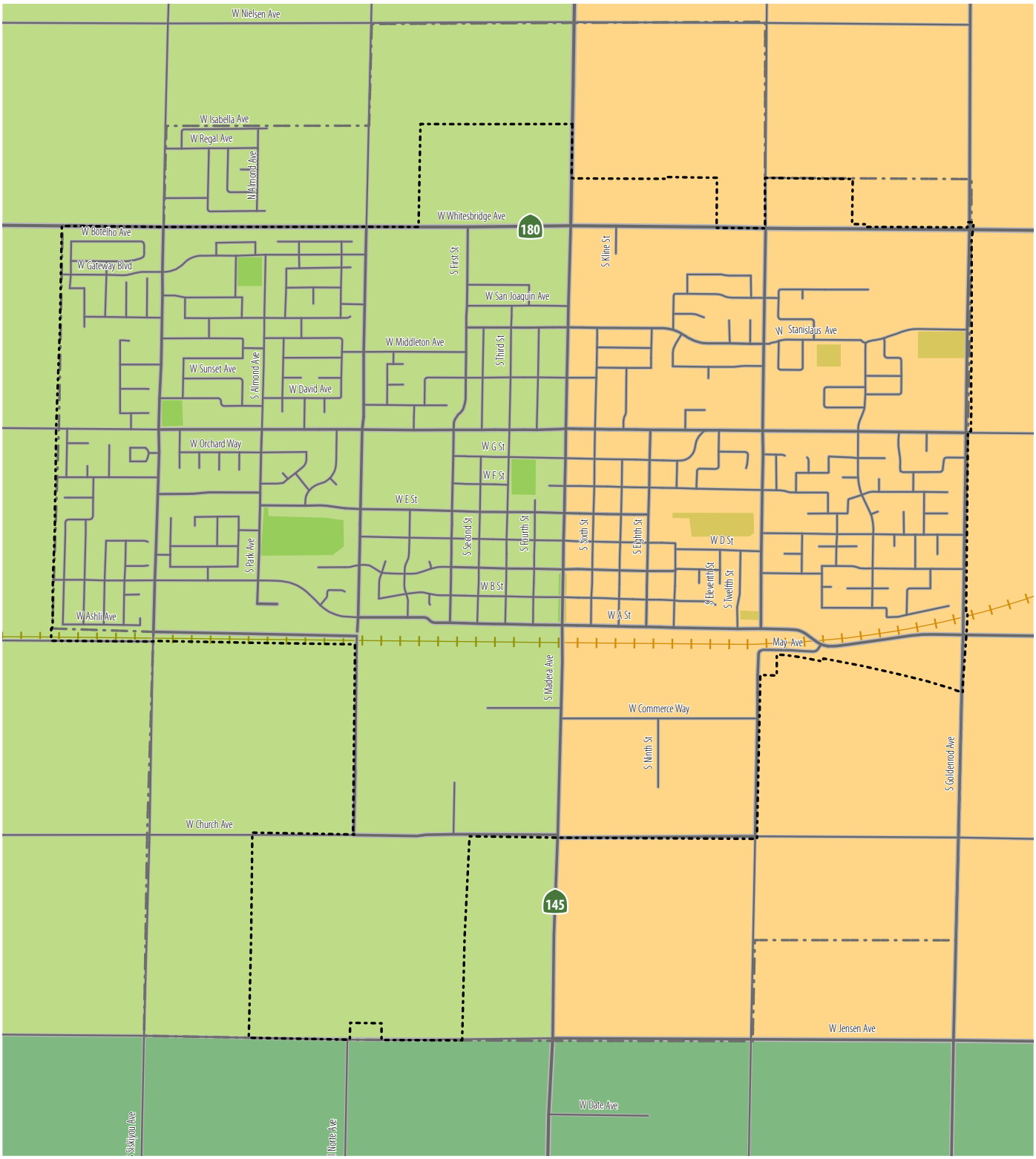
- >90% Students Eligible
- >85% - 90% Students Eligible
- >80% - 85% Students Eligible
- ≥75% - 80% Students Eligible
- <75% Students Eligible
- No Data

- City Limits
- City Sphere of Influence
- County Boundary

- Railroad
- Canal
- Waterway
- Park/Open Space

Source: California Department of Education, 2023; Fehr & Peers, 2023

Figure 9-6: Kerman CalEnviroScreen



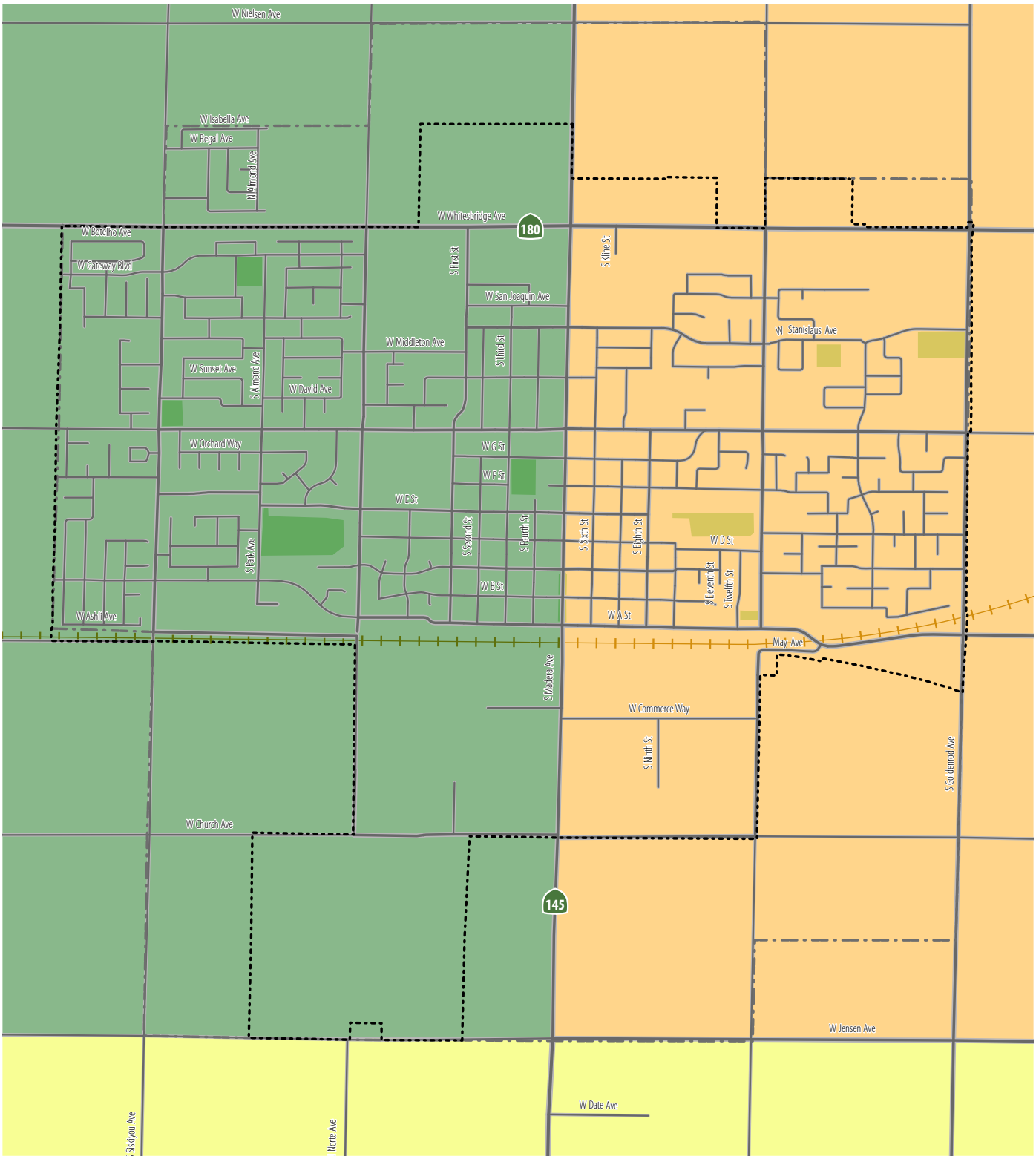
- <10% Most Disadvantaged
- 10% through <15% Most Disadvantaged
- 15% through <20% Most Disadvantaged
- 20% through 25% Most Disadvantaged
- Above 25% Most Disadvantaged
- No Information

- City Limits
- City Sphere of Influence
- County Boundary

- Railroad
- Canal
- Waterway
- Park/Open Space

Source: California Office of Environmental Health Hazard Assessment,2023; Fehr & Peers, 2023

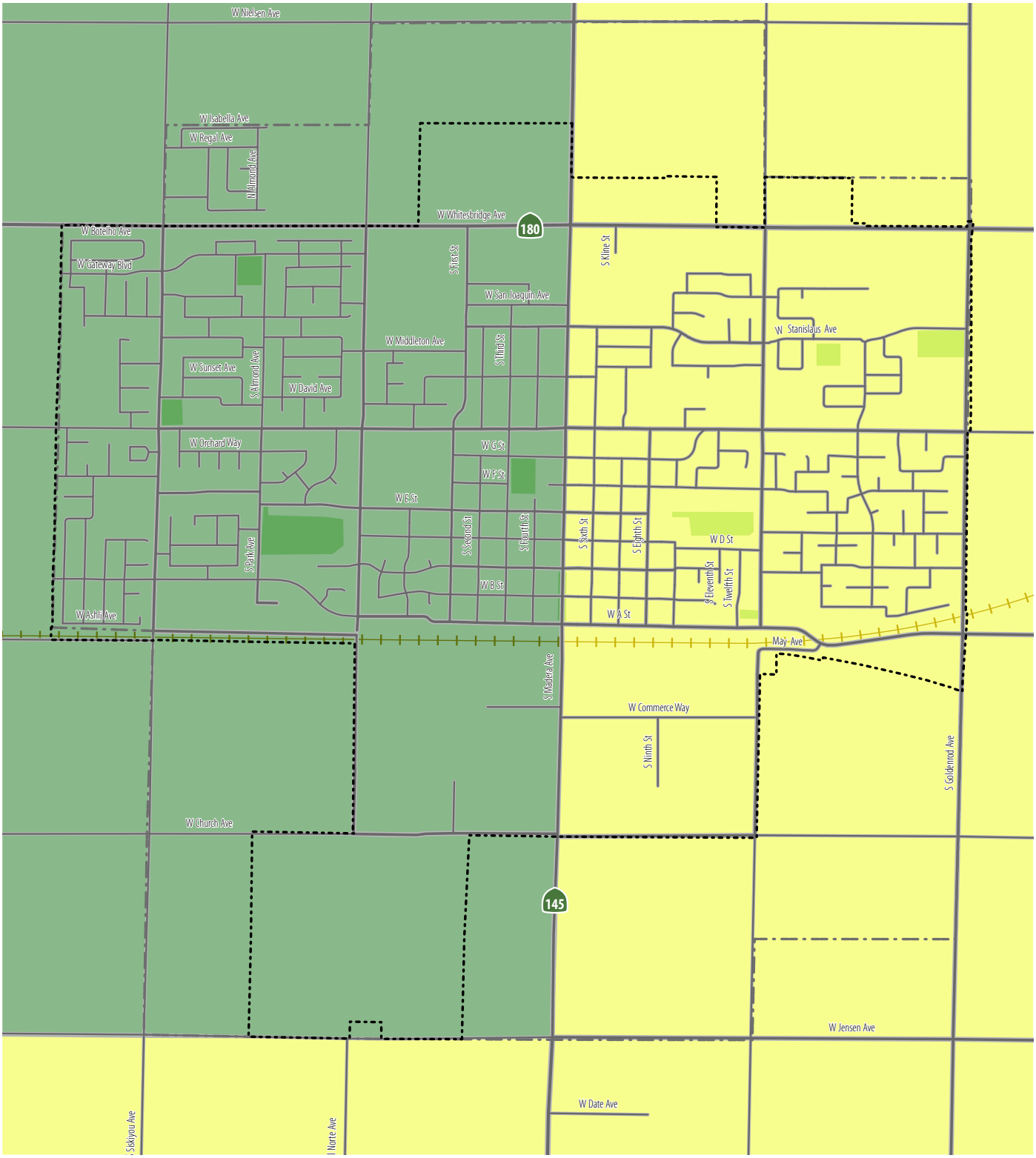
Figure 9-7: Kerman Healthy Places Index



- HPI Score <10 Percentile
- HPI Score 10 through <15 Percentile
- HPI Score 15 through <20 Percentile
- HPI Score 20 through 25 Percentile
- HPI Score above 25 Percentile
- Excluded
- City Limits
- City Sphere of Influence
- County Boundary
- Railroad
- Canal
- Waterway
- Park/Open Space

Source: Public Health Alliance of Southern California, 2023; Fehr & Peers, 2023

Figure 9-8: Kerman Federal Climate & Economic Justice Screening Results



- 7 Categories Exceeded
- 5 - 6 Categories Exceeded
- 3 - 4 Categories Exceeded
- 1 - 2 Categories Exceeded
- 0 Categories Exceeded
- City Limits
- City Sphere of Influence
- County Boundary
- Railroad
- Canal
- Waterway
- Park/Open Space

Source: Council on Environmental Quality, 2023; Fehr & Peers, 2023

Existing Trips

Based on the U.S. Census American Community Survey, approximately 2.0 percent of Kerman workers commute to work by walking and 0.7 percent commute to work by bicycling. These shares are similar to the statewide averages, as shown in Table 9-2. However, these statistics only include workers who walk or ride every day, not those who do so occasionally. Reliable data on non-commute trips, including trips to school, trips for shopping, and recreational trips, is not readily available and not included in these estimates. Thus, the total number of biking and walking trips in Kerman is higher than shown here.

Table 9-2. Kerman Trips to Work by Bicycling and Walking

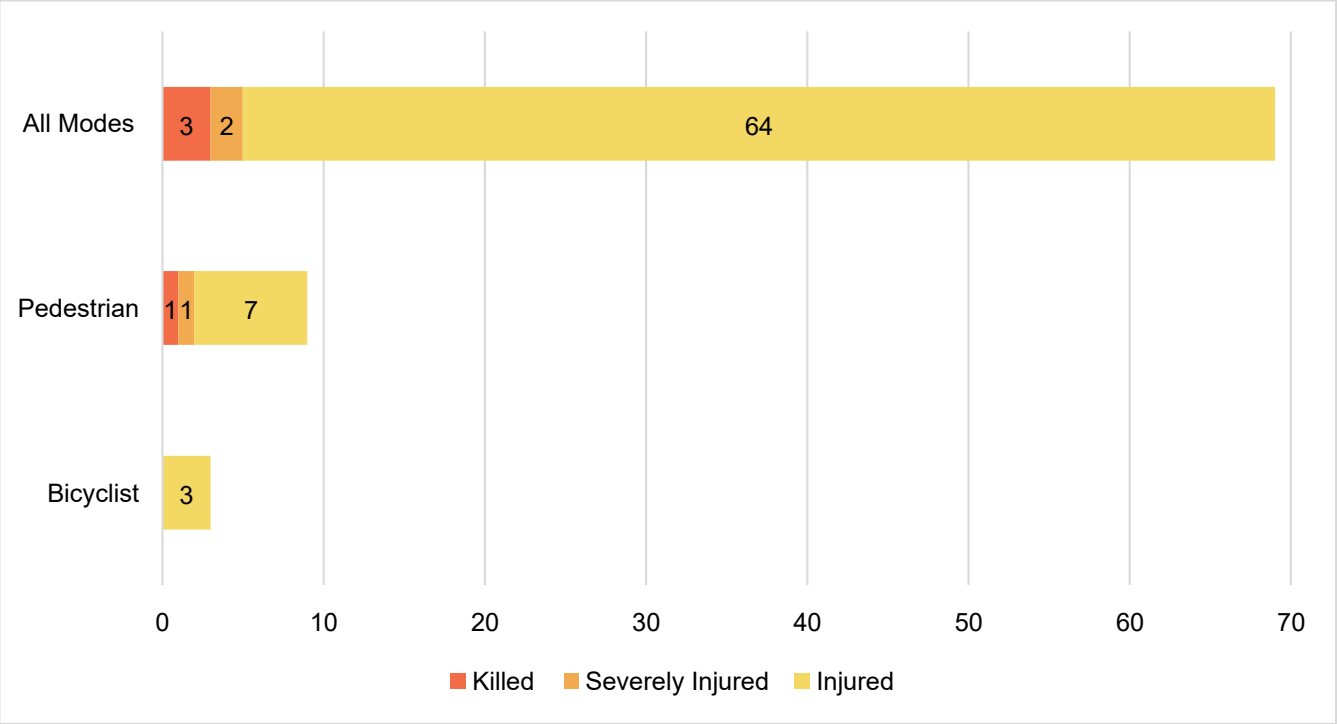
Jurisdiction	Walk		Bicycle	
	Estimate	Share	Estimate	Share
Kerman	117	2.0%	41	0.7%
California	440,483	2.4%	128,474	0.7%

Note: Workers aged 16 years and older, excludes percentage of employees that work from home.
Source: U.S. Census 2018 -2022 American Community Survey, 2023; Fehr & Peers, 2023

Collisions

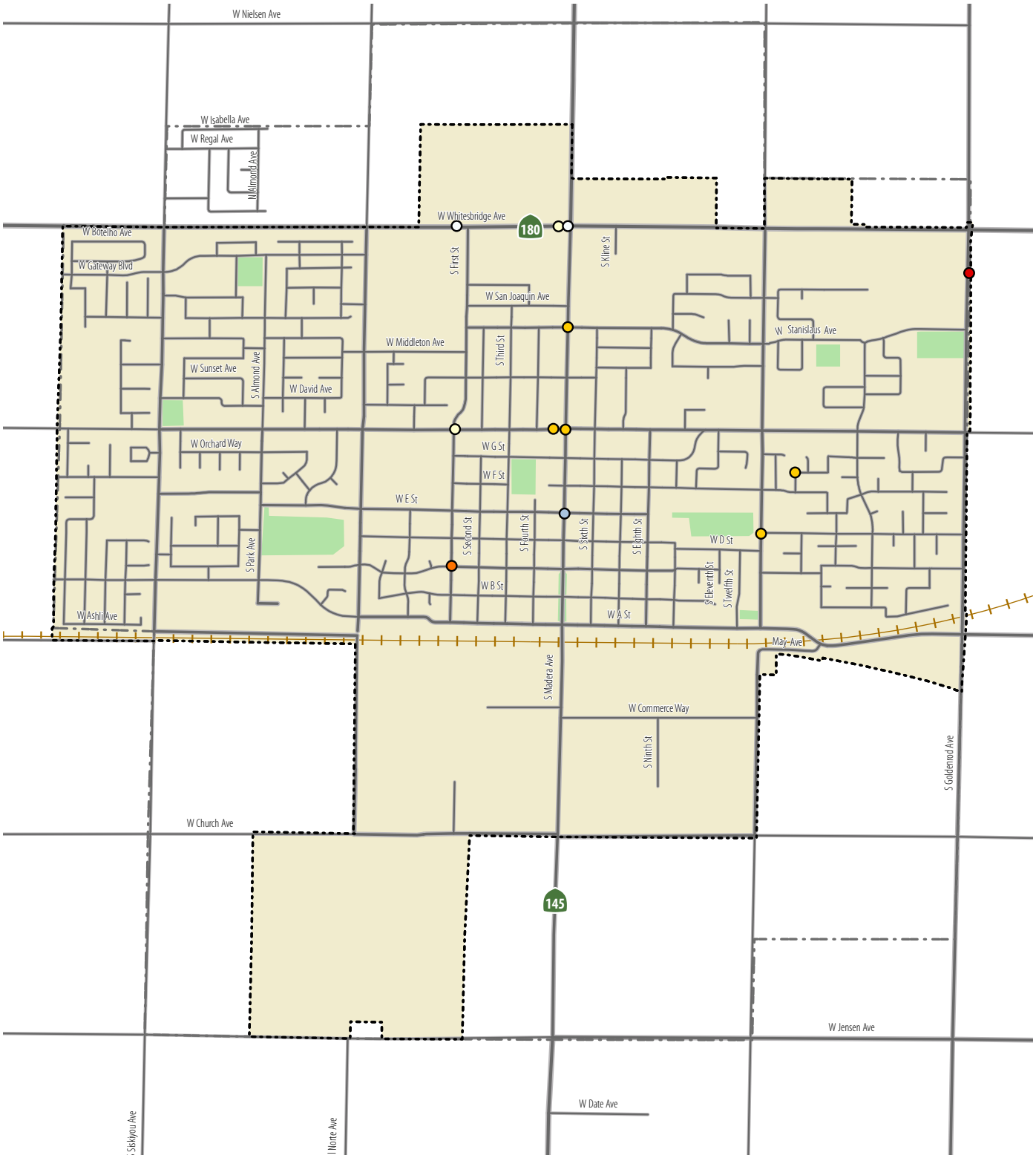
There were 12 injury collisions reported between 2016 and 2021 that involved a pedestrian or bicyclist. In this period, one of three collisions resulting in a fatality involved a person walking and 16 percent of all collisions resulting in injury involved a bicyclist or pedestrian. Figures 9-9 and 9-10, respectively, summarize and map these collisions.

Figure 9-9: Collisions by Severity in Kerman, 2016 -2021



Source: UC Berkeley SafeTREC, 2023, Fehr & Peers, 2023

Figure 9-10: Collisions Involving a Pedestrian or Bicyclist in Kerman



Bicycle Collisions (2016-2021)
- Fatal
- Injury (Severe)
- Injury (Other Visible)
- Injury (Complaint of Pain)

Pedestrian Collisions (2016-2021)
- Fatal
- Injury (Severe)
- Injury (Other Visible)
- Injury (Complaint of Pain)

- City Limits
- City Sphere of Influence
- County Boundary
- Railroad
- Canal
- Waterway
- Park/Open Space

Source: UC Berkeley SafeTREC, 2023; Fehr & Peers, 2023

PLANNED NETWORKS

The planned walking and biking networks for Kerman are summarized in Table 9-3 and mapped in Figures 9-11 and 9-12. The networks include shared-use paths, bike lanes and routes, sidewalks, and crosswalk improvements. The proposed networks are designed to connect to Kerman's shared-use paths, to provide access to key destinations, and to serve as recreational assets. The sidewalk improvements also fill gaps in the sidewalk network and add crossing improvements to enhance safety near schools and across busy roads. Appendix D includes a list of these network improvements including locations and extents, lengths, high-level estimated costs, and priorities. Additionally, several of the high priority projects have been grouped into a single project. Additional information to support a funding application for this project has been combined into a fact sheet, which is included in Appendix F.

Figure 9-12 also presents planned bike parking for Kerman. These planned bike parking locations supplement existing locations by adding parking at parks and near retail areas and other destinations.

Based on the indicators of disadvantaged communities discussed earlier in this section, these facilities all support disadvantaged communities.

Table 9-3: Summary of Planned Walking and Biking Facilities in Kerman

Facility Type	Existing (Miles)	Planned (Miles)	Total (Miles)
Sidewalk	85.0	1.0	86.0
Shared Use Path (Class I)	0.9	1.6	2.5
Bike Lane (Class II)*	6.5	16.2	22.7
Bike Route (Class III)*	2.4	6.9	9.3
Separated Bikeway (Class IV)*	0.0	0.0	0.0

** Distance measured by centerline*

Source: Fresno Council of Governments, Fehr & Peers, 2023

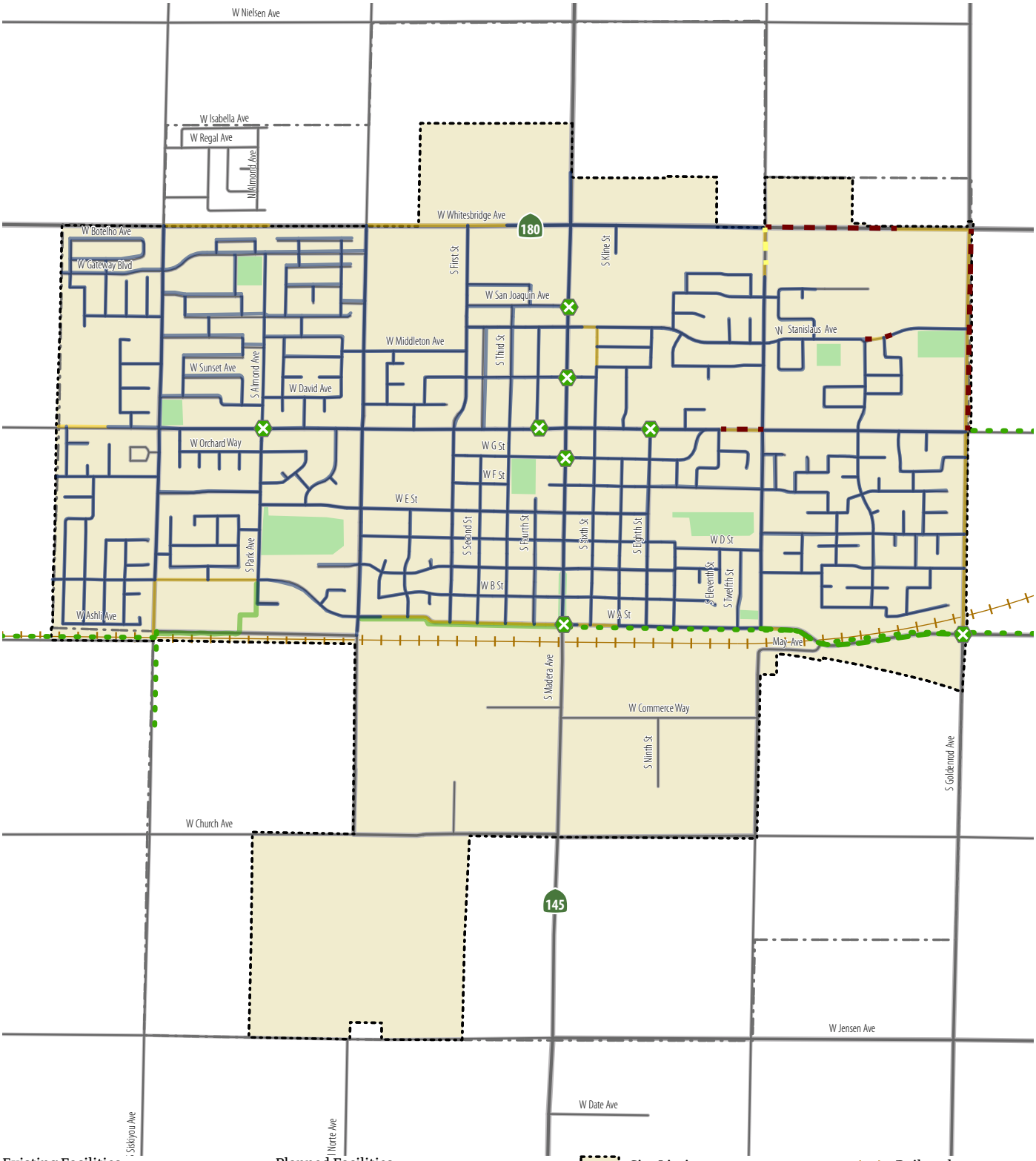
Costs to implement these facilities are summarized in Table 9-4.

Table 9-4: Cost of Planned Walking and Biking Facilities in Kerman

Facility Type	Cost Per Mile	High Priority	Total
Sidewalk	$369,600	$329,000	$367,500
Shared Use Path (Class I)	$955,700	$1,251,967	$1,490,892
Bike Lane (Class II)	$401,400	$1,497,222	$6,502,680
Bike Route (Class III)	$16,000	$41,920	$109,600
Separated Bikeway (Class IV)	$633,600	-	-
Crossing Improvements		$208,700	$907,400
Total		**$3,328,809**	**$9,378,072**

Source: Fehr & Peers, 2023

Figure 9-11: Kerman Planned Walking Facilities



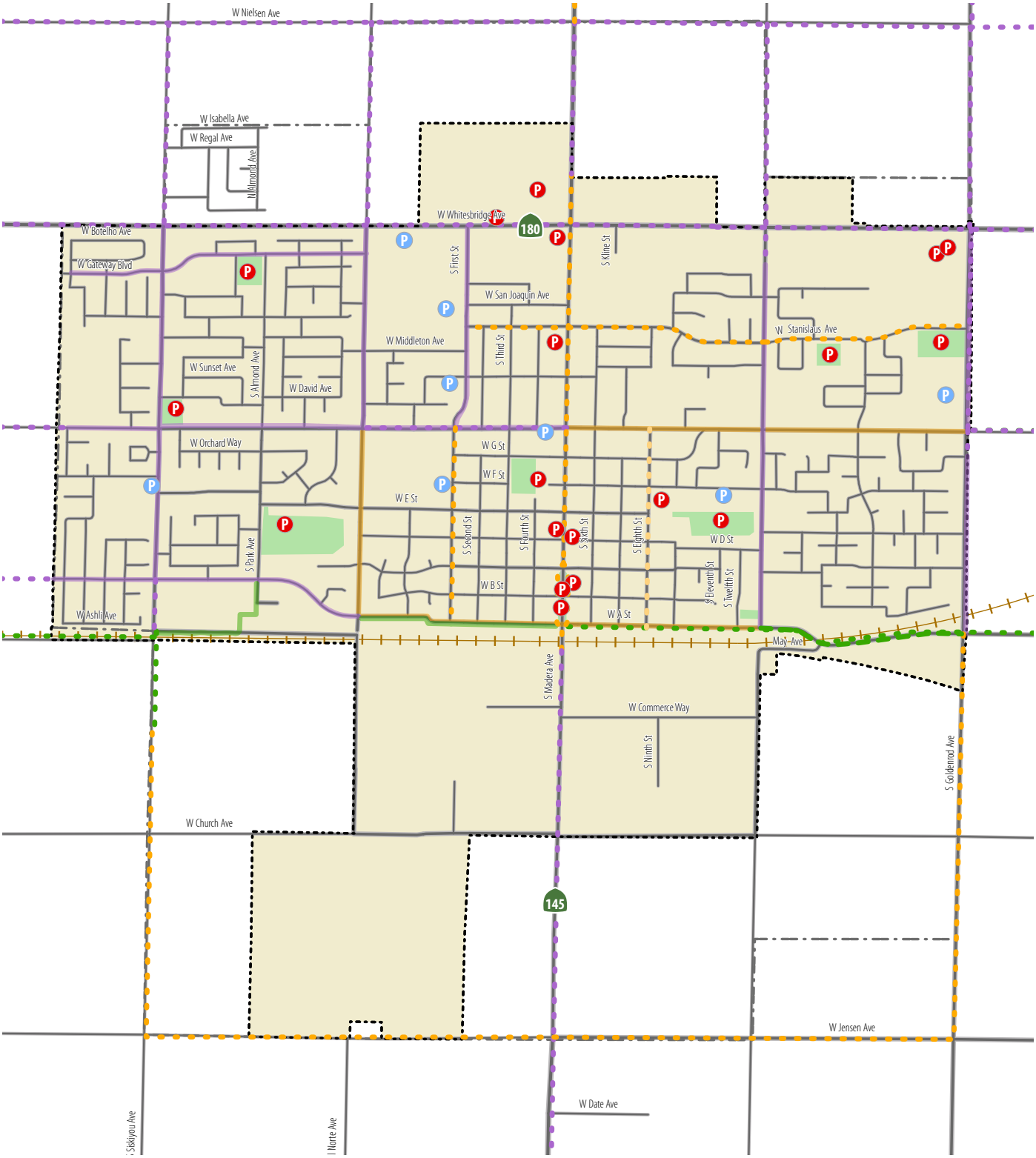
Existing Facilities
- Sidewalk Present on Both Sides
- Sidewalk Present on One Side
- Shared-Use Path (Class I)

Planned Facilities
- Construct Sidewalk
- Funded Sidewalk
- Planned Shared-Use Path (Class I)
- Funded Shared-Use Path (Class I)
- Intersection Improvements/Pedestrian Crossings
- Funded Intersection Improvements/Pedestrian Crossings

- City Limits
- City Sphere of Influence
- County Boundary
- Railroad
- Canal
- Waterway
- Park/Open Space

Source: Fehr & Peers, 2023

Figure 9-12: Kerman Planned Bicycle Facilities



Bicycle Facility Status
- Existing Bicycle Facility
- Funded Bicycle Facility
- Planned Bicycle Facility
- Existing Bicycle Parking
- Proposed Bicycle Parking

Bicycle Facility Classification
- Shared-Use Path (Class I)
- Bike Lane (Class II)
- Bike Route (Class III)
- Class III with Multi-use Shoulder
- Separated Bikeway (Class IV)
- Class II or III
- Class II or IV

- City Limits
- City Sphere of Influence
- County Boundary
- Railroad
- Canal
- Waterway
- Park/Open Space

Source: Fehr & Peers, 2023

STAFF REPORT

MEETING DATE: August 14, 2024

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Amending 2024/2025 Miscellaneous Salary Schedules (JA)

RECOMMENDATION: Council by motion adopt resolution amending the 2024/2025 Salary Schedules for Employees in Miscellaneous Bargaining Unit effective July 1, 2024.

EXECUTIVE SUMMARY:

On July 24, 2024, Council approved a resolution approving a Memorandum of Understanding between the City of Kerman and KMEA for July 1, 2024 thorugh June 30, 2027, which included a 4% COLA for each year in 2024, 2025 and 2026.

California state law requires a pay schedule be approved and adopted by the City Council in accordance with public meeting laws that indicates the position title and the payrate for every position along with the effective date of any revisions. The salary scale must be posted or immediately accessible for public review or posted on the City's website.

The Kerman Police Officers Association has not adopted a new agreement. Staff will bring updated salary scales once an agreement for this bargaining unit is adopted.

FISCAL IMPACT: The Salary changes were incorporated into the Fiscal year 2024/2025 budget that was presented with the Budget adoption meeting on June 12, 2024.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 24-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AMENDING 2024/2025 SALARY SCHEDULES FOR EMPLOYEES IN THE MISCELLANEOUS BARGAINING UNIT

WHEREAS, the City of Kerman and the KMEA have entered into a new Memorandum of Understanding for the period of July 1, 2024 through June 30, 2027 which include a 4% COLA for each year of the agreement; and

WHEREAS, the salary terms of the agreements have been incorporated into the revised salary scales attached effective July 1, 2024; and

WHEREAS, California State law requires pay schedules to be approved and adopted by the City Council.

NOW, THEREFORE, the City Council of the City of Kerman resolves as follows:

Section 1. The foregoing recitals are true and correct and incorporated by reference.

Section 2. The Council adopts amended salary schedules for employees in the KMEA as set forth in **Exhibit 'A'**.

Section 3. This resolution is effective immediately.

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 14th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

Exhibit 'A'

Management Services	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Human Resource Officer**	$ 5,757	$ 6,045	$ 6,348	$ 6,665	$ 6,998	$ 7,348	$ 7,716
Human Resource Specialist	$ 4,715	$ 4,951	$ 5,199	$ 5,459	$ 5,732	$ 6,018	$ 6,319
Human Resource Technician	$ 4,060	$ 4,263	$ 4,476	$ 4,700	$ 4,935	$ 5,182	$ 5,441
Executive Assistant to City Manager/City Clerk**	$ 6,803	$ 7,143	$ 7,500	$ 7,875	$ 8,269	$ 8,682	$ 9,116
Assistant to the City Clerk	$ 3,806	$ 3,997	$ 4,196	$ 4,406	$ 4,626	$ 4,858	$ 5,101
Administrative Assistant	$ 4,204	$ 4,415	$ 4,635	$ 4,867	$ 5,110	$ 5,366	$ 5,634

** **FLSA Exempt**

Finance	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Senior Accountant**	$ 5,211	$ 5,471	$ 5,745	$ 6,032	$ 6,333	$ 6,650	$ 6,983
Junior Accountant	$ 4,204	$ 4,415	$ 4,635	$ 4,867	$ 5,111	$ 5,366	$ 5,634
Account Clerk II	$ 3,742	$ 3,929	$ 4,126	$ 4,332	$ 4,549	$ 4,776	$ 5,015
Account Clerk I	$ 3,293	$ 3,458	$ 3,631	$ 3,812	$ 4,003	$ 4,203	$ 4,413

** **FLSA Exempt**

Community Services	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Buildings & Facilities Supervisor**	$ 5,237	$ 5,499	$ 5,774	$ 6,062	$ 6,366	$ 6,684	$ 7,018
Recreation Supervisor**	$ 5,505	$ 5,780	$ 6,069	$ 6,372	$ 6,691	$ 7,026	$ 7,377
Recreation Coordinator	$ 4,248	$ 4,460	$ 4,683	$ 4,917	$ 5,163	$ 5,421	$ 5,692
Senior Services Coordinator	$ 3,922	$ 4,118	$ 4,324	$ 4,540	$ 4,767	$ 5,005	$ 5,256
Parks Maintenance Specialist	$ 4,247	$ 4,459	$ 4,682	$ 4,916	$ 5,162	$ 5,420	$ 5,691
Parks Maintenance Technician	$ 3,844	$ 4,036	$ 4,238	$ 4,450	$ 4,672	$ 4,906	$ 5,151
Parks Maintenance Worker I	$ 3,462	$ 3,635	$ 3,817	$ 4,007	$ 4,208	$ 4,418	$ 4,639
Administrative Assistant	$ 4,204	$ 4,415	$ 4,635	$ 4,867	$ 5,110	$ 5,366	$ 5,634

** FLSA Exempt

Community Development	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Associate Planner**	$ 5,532	$ 5,808	$ 6,099	$ 6,404	$ 6,724	$ 7,060	$ 7,413
Community Development Coordinator	$ 4,249	$ 4,462	$ 4,685	$ 4,919	$ 5,165	$ 5,423	$ 5,694
Building Official **	$ 6,330	$ 6,646	$ 6,978	$ 7,327	$ 7,694	$ 8,078	$ 8,482
Code Enforcement Official	$ 4,477	$ 4,700	$ 4,935	$ 5,182	$ 5,441	$ 5,713	$ 5,999
Assistant Planner	$ 5,007	$ 5,257	$ 5,520	$ 5,796	$ 6,085	$ 6,390	$ 6,709
Permit Tech II	$ 4,184	$ 4,393	$ 4,613	$ 4,843	$ 5,085	$ 5,340	$ 5,607
Permit Tech I	$ 3,981	$ 4,180	$ 4,389	$ 4,608	$ 4,839	$ 5,081	$ 5,335
Administrative Assistant	$ 4,204	$ 4,415	$ 4,635	$ 4,867	$ 5,110	$ 5,366	$ 5,634

** FLSA Exempt

Public Works	Step A	Step B	Step C	Step D	Step E	Step F	Step G
PW Operations Coordinator **	$ 6,051	$ 6,354	$ 6,672	$ 7,005	$ 7,355	$ 7,723	$ 8,109
Fleet Services Supervisor **	$ 5,237	$ 5,499	$ 5,774	$ 6,062	$ 6,366	$ 6,684	$ 7,018
Fleet Mechanic II	$ 4,289	$ 4,504	$ 4,729	$ 4,965	$ 5,214	$ 5,474	$ 5,748
Fleet Mechanic I	$ 3,883	$ 4,077	$ 4,281	$ 4,495	$ 4,719	$ 4,955	$ 5,203
PW Lead Supervisor	$ 4,908	$ 5,153	$ 5,411	$ 5,681	$ 5,965	$ 6,264	$ 6,577
PW Maintenance Worker III- Specialist	$ 4,226	$ 4,438	$ 4,660	$ 4,892	$ 5,137	$ 5,394	$ 5,664
PW Maintenance Worker II	$ 3,825	$ 4,016	$ 4,217	$ 4,428	$ 4,649	$ 4,881	$ 5,125
PW Maintenance Worker I	$ 3,462	$ 3,635	$ 3,817	$ 4,007	$ 4,208	$ 4,418	$ 4,639
Water Conservation Specialist (Certified)	$ 4,646	$ 4,878	$ 5,122	$ 5,378	$ 5,647	$ 5,930	$ 6,226
Water Conservation Specialist (Non Certified)	$ 4,419	$ 4,640	$ 4,872	$ 5,116	$ 5,372	$ 5,640	$ 5,922
WWTP Water Distribution/Waste Water Manager**	$ 6,720	$ 7,056	$ 7,409	$ 7,779	$ 8,168	$ 8,577	$ 9,006
WWTP Lead Supervisor	$ 5,185	$ 5,444	$ 5,716	$ 6,002	$ 6,302	$ 6,617	$ 6,948
WWTP & Water Operator Grade II	$ 4,693	$ 4,927	$ 5,174	$ 5,432	$ 5,704	$ 5,989	$ 6,289
WWTP & Water Operator Grade I	$ 4,247	$ 4,459	$ 4,682	$ 4,917	$ 5,162	$ 5,420	$ 5,691
WWTP Maintenance Worker III-Specialist	$ 4,226	$ 4,438	$ 4,660	$ 4,892	$ 5,137	$ 5,394	$ 5,664
WWTP Maintenance Worker II	$ 3,824	$ 4,015	$ 4,216	$ 4,427	$ 4,648	$ 4,881	$ 5,125
WWTP Maintenance Worker I	$ 3,462	$ 3,635	$ 3,817	$ 4,007	$ 4,208	$ 4,418	$ 4,639
Administrative Assistant	$ 4,204	$ 4,415	$ 4,635	$ 4,867	$ 5,110	$ 5,366	$ 5,634
Administrative Analyst	$ 4,646	$ 4,878	$ 5,122	$ 5,378	$ 5,647	$ 5,930	$ 6,226

** FLSA Exempt

STAFF REPORT

MEETING DATE: August 14, 2024

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Approval of Contract No. 25-0121ARP Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Contract No: 25-0121ARP Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging and authorizing City Manager to execute contract.

EXECUTIVE SUMMARY:

The City of Kerman has received grant funds from the Fresno- Madera Area Agency on Aging (FMAAA) for senior service programs since 1981. The funding is made available to on an annual basis and the City must reapply each year for the funds. This grant is from the U.S. Department of Health and Human Services passed through grantor FMAAA, Older Americans Act Title III C1 Congregate Nutrition, Federal CDFA No. 93.045. This resolution is an update to reaffirm annual execution of FMAAA Nutrition program contract.

The $24,000 FMAAA grant funds are used solely for in-center meals for those seniors who are in the most need of a nutritious meal. The amount offsets labor expenditures of the full-time Senior Services Coordinator who manages the program on a daily basis, funds also help cover nutrition site supplies and other related expenses. While this amount has fluctuated over the years, the funds still supplement the operational costs to assure that senior residents of Kerman have a nutritionally balanced meal.

FISCAL IMPACT:

Annual FMAAA funds are essential in continuing the nutrition program at the Kerman Senior Center. The grant funding helps to provide supplies and offset staffing expenses.

ATTACHMENTS:

A. FMAAA YR 24-25 Award Letter
B. Resolution w/Exhibit

Attachment 'A'

Agency on Aging
Change The Way You Age

June 25, 2024

John Jansons, City Manager
City of Kerman
850 S. Madera Ave.
Kerman, CA 93630

City Manager Jansons,

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

Contract no. 25-0121, Title III C1 Congregate Nutrition, Site Management
Kerman Senior Center $24,000 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 Stated Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs.

Two set of contract documents are enclosed. Page i, *Documents Required to Execute Contract*, is included as a guide for contract completion. We will provide contract components that are available in electronic format via e-mail. Please provide two complete and signed sets of the contract documents to our office at your earliest convenience.

Pending finalization of the fiscal year 2023-2024 contract, this letter will serve as your authority to provide the Title III C1 Congregate Nutrition Site Management Program with the City of Kerman under contract no. 25-0121 as of July 1, 2024. The authority contained herein expires September 30, 2024, or when the contract is fully executed, whichever comes first.

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

Sincerely,

Hillaree Bennett
Program Director
hbennett@fmaaa.org

Fresno-Madera Area Agency on Aging
Mailing Address: 2037 W. Bullard Avenue, #512 • Fresno, CA 93711
Phone 559.214.0299 • Fax 559.243.5651 • Email services@fmaaa.org

Attachment 'B'

RESOLUTION NO. 24-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING CONTRACT NO: 25-0121 APR TITLE III C1 CONGREGATE NUTRITION SITE MANAGEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING AND AUTHORIZING CITY MANAGER TO EXECUTE

WHEREAS, the City of Kerman Parks, Recreation, and Community Services Department provides senior services to older adult citizens age 60 years and older at congregate meal site program known as the Kerman Senior Center; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports these activities: and

WHEREAS, the FMAAA annually prepares a contract (**Exhibit 'A'**) with the City that delineates the responsibilities of each party as they pertain to Site Management of Senior Services; and

WHEREAS, the City Council of the City of Kerman wishes to enter a new agreement with the Fresno-Madera Area Agency on Aging.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY RESOLVES as follows:

1. The foregoing recitals are true and correct and incorporated by reference.

2. The Council approves Contract No; 25-0121 Apr Title III C1 Congregate Nutrition Site Management with the Fresno-Madera Area Agency on Aging (FMAAA) and authorizes the City Manager to execute the agreement and all necessary supporting documents.

3. This resolution is effective upon adoption.

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 14th day of August 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

CONTRACT BETWEEN CITY

OF KERMAN

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 Kerman
850 S. Madera Ave.
Kerman, CA 93630

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 July 1, 2024 to June 30, 2025, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2024 through June 30, 2025 period may be incurred after June 30, 2025.

D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on April 17, 2024		
Federal Granter:	U.S. Department of Health and Human Services	
Pass Through Granter:	Fresno-Madera Area Agency on Aging	
Older Americans Act Title:	Title Ill C1 Congregate Nutrition, Federal CFDA No. 93.045	
Contract No.:	25-0121 | Service: | Site Management	
Site:	**12-Month Funding Cycle**	**Contract Period Grant Amount**
Kerman Senior Center	July, 1 2024 to June 30, 2025	**Maximum Expenditure: $24,000**

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 Ill/VII of the Older Americans Act as amended.

F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration {Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

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

Theresa Johnson Community Services Director

Type Name Title

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

John Jansons City Manager

Type Name Title

94-60000351

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature Date

Executive Director

Type Name Title

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

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.

B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.

C. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR §200.1 and 45 CFR §75.2)

D. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.

E. Cal. Civ. Code: California Civil Code (CIV)

F. Cal. Gov. Code: California Government Code (GC)

G. Cal. Pub. Con. Code: California Public Contract Code (PCC)

H. "CCR" means California Code of Regulations.

I. "CFR" means Code of Federal Regulations.

J. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

L. HHS: Means United States Department of Health and Human Services

M. OAA: Means Older Americans Act

N. OCA: Means Older Californians Act

O. OMB: Means Federal Office of Management and Budget

P. “In-Kind Contributions” means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

Q. “Matching Contributions” means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

R. “Program Income” means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:

1. Voluntary contributions received from a participant or responsible party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of goods created under an Agency on Aging grant of funds.

S. “PSA 14” means the State Planning and Service Area comprised of Fresno and Madera Counties.

T. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

U. “Recoverable cost” means the questioned cost identified from an audit.

V. “Reimbursable item” also means “allowable cost” and “compensable item.”

W. “State” and “Department” means the State of California and the California Department of Aging (CDA) interchangeably.

X. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.

Y. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.

Z. “USC” means United States Code.

AA. As used throughout this Agreement, the term “shall” is mandatory; the term “may” is permissive.

BB. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Grant Terms and Conditions

2. The Older Americans Act and other applicable federal statutes and their implementing regulations.

3. If applicable, the Older Californians Act and other California State codes and regulations.

4. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.

5. Program Memos and other guidance issued by the California Department of Aging.

6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at: https://www.hhs.gov/grants.grants.grants-policies-regulations/index/html

ARTICLE II. AGREEMENT

A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.

B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.

C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 2520 West Shaw Lane, Suite 101A, Fresno, California, 93711.

ARTICLE III. TERM OF AGREEMENT

A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.

B. The term of this Agreement is from July 1, 2024, through June 30, 2025, 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.

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

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.

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 date from the Agency on Aging containing Personal Health Information (PHI) shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this agreement, HIPPA). The contractor agrees to provide the same, or greater, level of protection to Agency on Aging data that would be required if the contractor were a Business Associate under HIPPA, regardless of whether the contractor is or is *not* a Business Associate.

b. To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to Agency on Aging PSCI covered under this agreement beyond those provided through HIPPA, the contractor agrees:

   i. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPPA or are otherwise more favorable to the individuals whose information is concerned; and

   ii. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.

   iii. Examples of laws that provide additional and/or stricter privacy protections to certain types of Agency on Aging PSCI as defined above in Section H *definitions* of this agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code Section 5328, and California Health and Safety Code section 11845.5.

iv. If the Contractor is a Qualified Service Organization (QCS) as defined in 42 CFR section 2.11, the contractor agrees to be bound by and comply with subdivisions (2)(i) and (2) (ii) of that section.

4. Use Restrictions

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

5. Safeguards and Security

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

a. Technical Security Controls:

The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/pubs/sp/800/53/r5/upd1/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

b. Removeable Media Devices

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

c. Patch Management

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

d. Confidentiality Statement:

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

e. Transmission and Storage of PSCI:

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

f. Minimum Necessary:

Only the minimum necessary amount of Agency on Aging PSCI required to perform necessary business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

g. Antivirus Software:

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

h. Data Security:

Agency on Aging PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside

the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

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. Background Check:

Before a person may access Agency on Aging PSCI, a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each person's background check documentation for a period of three (3) years following contract termination.

a. 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.

b. 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.

c. 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.

d. 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.

9. 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.

10. 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.

11. 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.

12. 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:	**Agency on Aging Information Security 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	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

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 California Department of Aging and Agency on Aging does NOT allow Agency on Aging funds to be used for this purpose.

   Contractors and subcontractors that use Agency on Aging funds to produce educational material must receive approval from the California Department of Aging Office of Communications prior to production. Additionally, subrecipients that use Agency on Aging funds to produce PI&E materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov)

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

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications Communications@aging.ca.gov

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

L. S.W.A.G Ban

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

M. Advertising and Public Relations

All press releases or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA in materials. The contractor should email the draft press release to communications@aging.ca.gov at least fourteen (14) days in advance of the announcement or event and copy the appropriate CDA Program team.

The contractor must coordinate media and kick-off events with the CDA Office of Communications.

If CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the CDA Office of Communications before publication or production. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate CDA program manager will coordinate with this process. Materials should be submitted to the appropriate CDA program manager for the CDA Office of Communications for review. They will be assessed in batches of the first and fifteenth of each month, with a minimum ten (10) business day approval period.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

   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.

3. 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 March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.

2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.

3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.

4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this

Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

E. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

F. Limitation of State Liability

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

G. Funding Reduction

1. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purpose of the services outlined within this agreement, the Agency on Aging shall have the option to either:

   a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or

   b. Offer a revision to the Budget to reflect the reduced funding authorized by the authority of this agreement.

2. In the event the Agency on Aging elects to offer a revised budget display(s), it shall be mutually understood by both parties that:

a. The Agency on Aging reserves the right to determine which programs, if any, shall be reduced.

b. Some programs may be reduced by a greater amount than others, and

c. The Agency on Aging shall determine at its sole discretion the amount that any or all of the programs shall be reduced for the applicable fiscal years.

H. Fiscal Provisions

1. The agreement must be approved prior to release and disbursement of any program funding included within these terms via the budget displays.

2. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to the Agency on Aging's fiscal department, within 30 days of release.

3. Budgets must be approved by the Agency on Aging's fiscal department prior to any disbursement of funding.

4. Agency on Aging cannot disburse funds until the contract agreement is fully executed.

ARTICLE VII. BUDGET AND BUDGET REVISION

A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2024.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed ten percent (10%) of the Contractor's MTDC per funding category.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding

agencies or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and Title VII programs only. Contractors must receive prior approval from the federal awarding agency, through the Agency on Aging with approval from the California Department of Aging, prior to budgeting the excess indirect costs as in-kind.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director’s office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income

a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).

c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act. Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.

d. Program Income may not be used to meet the matching requirements of this Agreement.

e. Program Income must be used to expand baseline services.

f. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

b. Titles III and VII federal program OTO funds shall only be used for the following purposes:

i. Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

ii. Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).

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

c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

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

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.

2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available

to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.

   a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

   b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

   c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

   a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition is forty percent (40%).

   b. Title III E Family Caregiver Support Program is thirty percent (30%).

   c. Long-Term Care Ombudsman Program; Title VII Elder Abuse Prevention; Title III D Health Promotion-Evidence Based: No Match Required

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging. The report shall include all costs and funding sources for the month prior.

B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

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

D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.

E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.

F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.

G. Closeout

1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) to the Agency on Aging by July 15, 2024. 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, 2024, 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.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

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. Small contracts (under $100,000) in the aggregate do not require a competitive process [CCR 7352(g)]. In the case of small contracts, a contractor only obtain a price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase.

1. Pre-Award Review: The Contractor shall submit the following to the Agency on Aging for review and approval for small contracts (under $100,000 in the aggregate) to a for profit entity:

   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.

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 Contractor must maintain all documentation on file that supports a noncompetitive award to a for-profit entity, as well as the Agency on Aging's determination letter.

L. Contracts over $100,000 in the aggregate for any entity must follow a competitive process [CCR 7352].

M. The contractor shall, prior to the 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 to Bid

2. All bid proposals received

3. The proposal or bid evaluation documentation, along with the contractor's rationale for awarding the subcontract to a for-profit entity [22 CCR 7362].

4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition [22 CCR 7356].

Where a program may be subcontracted to a for-profit organization, the AAA should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

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, 2024 through June 30, 2025 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. <u>Reports</u>

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 fiscal 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.

ARTICLE XI. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (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 $5,000 or any computing devices, regardless of cost, requires justification from the Contractor and approval from the California Department of 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 and Office of the Long-Term Care Ombudsman 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 four years as resource permit.

B. Authorized State representatives and the Agency on Aging shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

C. The Contractor shall cooperate with the State and the Agency on Aging in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

D. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its Agency on Aging funded programs.

E. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or the Agency on Aging.

F. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revision to budgets, To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year.

ARTICLE XIV. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, the Agency on Aging, and any entity selected by the State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA and/or the Agency on Aging will provide timely notice to the Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, the Agency on Aging, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government and the Agency on Aging access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA and Agency on Aging fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

a. Financial closeouts (2 CFR §200.1 and 45 CFR §75.2).

b. Internal controls (2 CFR §200.303 and 45 CFR §75.303).

c. Allocation of expenditures (2 CFR §200.1 and 45 CFR §75.2).

d. Allowability of expenditures (2 CFR §200.403 and 45 CFR §75.403).

e. Equipment expenditures and approvals, if required (2 CFR §200.439 and 45 CFR §75.439).

C. Contractor Single Audit Reporting Requirements

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

   Fresno-Madera Area Agency on Aging
   2037 West Bullard Avenue #512
   Fresno, California 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])

M. 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 mailing address (2037 West Bullard Avenue, #512, 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 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. <u>Contractor's Obligation After Notice of Termination</u>

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

   The Contractor shall:

   a. Stop work as specified in the Notice of Termination;

   b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;

   c. Terminate all subcontracts to the extent they relate to the work terminated;

d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and

e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.

B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal*.

C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.

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

E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed, and approved by both parties; the Agency on Aging, and by a duly authorized representative of the Contractor. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

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

C. Failure by the contractor to take necessary actions required by amendments to this agreement shall constitute a material violation. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director and/or Program Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

D. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch and State government.

ARTICLE XX. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the contractor retains receipt, and shall be communicated of actual receipt.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current mailing address, 2037 West Bullard Avenue, #512, Fresno, CA 93711, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of City of Kerman
(Service Provider)

hereby authorizes John Jansons, City Manager
(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, 2024 to June 30, 2025 including any subsequent amendments and all necessary supporting documents.

Maria Pacheco
Name of Chair ***(Please Print)***
Governing Board

Signature of Chair
Governing Board

August 14, 2024
Date

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION:

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
City of Kerman	94-60000351

By (Authorized Signature)

Printed Name and Title of Person Signing
John Jansons, City Manager

Date Executed	Executed in the County of
August 14, 2024	Fresno

CONTRACTOR CERTIFICATION CLAUSES

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.

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

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 agreements if the department 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 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 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.

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

by calling the Office of the Secretary of State.

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

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

ACKNOWLEDGE:

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

MEET THE FOLLOWING REQUIREMENTS:

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

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

CERTIFY:

To protect PSCI information by:

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

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

☑ Is in full compliance with the 128 Encryption requirements

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

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

City of Kerman John Jansons, City Manager

Vendor Printed Name and Title

Vendor Signature

August 14, 2024

Date

Title III C1 Congregate Nutrition, Site Management

Program Name

25-0121

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 a checkmark in the appropriate box below:

- [x] 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	2025
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 July 1, 2024 or later)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

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

Quarterly Reports

Due 15th of month following reporting period:

- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*

- ***Due 17th of month following reporting period:***
- **Title III B California Legal Services** Quarterly Client and Case Data Export Excel Files

Due 30th of month following reporting period:

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

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

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

A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:

1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
2. Financial reports do not include program income and the required match of funds;
3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.

B. Is not financially stable;

C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;

D. Has not conformed to terms and conditions of previous awards; or

E. Is otherwise not responsible, for which examples include, but are not limited, to:

1. Financial or program reports are late, incorrect, or incomplete;
2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
3. Corrective action plans are not implemented by the due date;
4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

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

II. Sanctions

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

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

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

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

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

III. Notification to Provider

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

A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

D. The legal or contractual citation upon which the sanction is based;

E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and

F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

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

APPENDIX G

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

I. Actions Subject to Appeal

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.

2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.

3. Denial of an application to provide services when any of the following exist:

a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);

b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;

c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 2037 W. Bullard Ave., #512, Fresno, CA 93711.

C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.

B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.

C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:

1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.

E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;
2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:

a) Receipt and review of all previously submitted documents concerning the appeal;

b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;

c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.

2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING
2520 WEST SHAW LANE, SUITE 101A, FRESNO CA 93711

PROGRAM CONTACT LIST FOR SERVICE PROVIDERS
Telephone Number for All Contacts: (559) 214-0299

Jamie Sharma – Ext. 500
Executive Director

Email: jsharma@fmaaa.org
Fax: (559) 243-5918

Paul Bustamante – Ext. 501
Director of Finance

Email: pbustamante@fmaaa.org
Fax: (559) 243-5918

Hillaree Bennett – Ext. 102
Program Director

Email: hbennett@fmaaa.org
Fax: (559) 243-5918

Vacant – Ext. 401
Finance Manager

Email: admin@fmaaa.org
Fax: (559) 243-5918

Sarah Santoyo--Ext 201
Nutrition Program Manager

Email: ssantoyo@fmaaa.org
Fax: 559-243-5918

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
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
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
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. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Kerman

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ California Municipal Corporation

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
850 S Madera Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Kerman, CA 93630

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
9 4 – 6 0 0 0 3 5 1

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 ▶ [signature] Date ▶ 4/13/22

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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 for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 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 including 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 food 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 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;

   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. <u>Additional Assurances</u>

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 C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM:	Elderly Nutrition Program Site Management
SERVICE PROVIDER:	City of Kerman
CONTRACT NUMBER:	25-0121
SITE:	Kerman Senior Center
CONTRACT EFFECTIVE:	Date of FMAAA Executive Director Signature on Page 2 to June 30, 2025

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

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

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

EXHIBIT E
PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Kerman	1946
Organization Name	**Year Established**

Type of Organization (Check One)			
X	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
Kerman Senior Center	51

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
720 S. 8th Street	Kerman	93630

EXHIBIT E
PROGRAM NARRATIVE

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	X	X	X
Spanish	X	X	X
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi	X		X
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?
The Kerman Senior Center has bilingual staff and volunteers available throughout the hours of operation. The Community Services Director is also bilingual in Spanish and English. Resource information is available in Spanish on subjects such as health and wellness and Senior Center activities. The Kerman Senior Center Newsletter is printed in both English and Spanish, and has the capability of being translated into other requested languages. Seniors are also encouraged to invite bilingual friends and family members with them to participate in the Nutrition Program and Senior Center activities

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
The Kerman Senior Center has volunteer resources throughout the community who speak other languages and are available to help interpret. In addition, those who are not bilingual are encouraged to have a family member or a friend accompany them to assist with interpretation.

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)*
Staff members have private offices available for client interviews, verbal discussion, and telephone conversations. Intake forms are completed by City staff.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
Confidential records are kept in locked file cabinets to secure confidential information. Staff is professional and sensitive with confidential matters.

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Title III C Nutrition Site Management

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
The Kerman Senior Center conducts site management for the Title III C1 Congregate Nutrition Program. The goal of our Senior Nutrition Program is to support the independence and well-being of our seniors through nutritious, healthy, and tasty meals; and through education aimed at helping seniors make the best dietary choices for their health.

What was the primary accomplishment achieved by the contracted program in the most recent year services were provided?
Through the diversity of programming offered at the Senior Center including computer classes, sewing classes, and health and wellness presentations. The Senior Center has experienced an increase in daily attendance. We have new seniors who live independently coming on a regular basis to participate in our programs.

Please describe another accomplishment achieved by the contracted program in the most recent year services were provided.
In 2023 Senior Center staff was successful in securing an instructor led computer class that meets twice a week for 1 hour. Class participation averages between 10 -15 per class. Participants will often sign-up to participate in the lunch program on the these days since they will be in the Center for class.

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
Theresa Johnson	Community Services Director
Arlene Villarreal	Administrative Assistant
Jeanna Burdine-Slaven	Senior Services Coordinator
Shannon Barrett	Recreation Coordinator
Anthony Garcia	Maintenance Worker I
Josefina Alvarez	Finance Director
Jackie Lopez	Junior Accountant

***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.**

30	Community Services Direct
Name	*Title*

559-846-9328	tjohnson@cityofkerman.org
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
Kerman Senior Center	M-T-W-TH-F	7:30 am	4:30 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2024	7/4, 7/5	
August 2024		
September 2024	9/2	
October 2024		
November 2024	11/11, 11/15, 11/28, 11/29	
December 2024	12/13, 12/24, 12/25	
January 2025	1/1, 1/20	
February 2025	2/17	
March 2025	3/28, 3/31	
April 2025		
May 2025	5/26	
June 2025		
Total Days of Contracted Service to be Provided under this Agreement:		

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.
Continue networking with other nutrition sites to build a health and wellness resource network. Research local programs and neighboring senior/community centers that provide opportunities for seniors to participate in health related services – such as health fairs & seminars, farmers markets, exercise programs and food giveaway. Identify which of these programs could be incorporated into the Kerman Senior Center activity schedule.

How would participants of the contracted program benefit from these improvements?
By incorporating new programs and activities our seniors will have more opportunities to live fuller, healthier, independent lives. Our program will benefit through the partnership of other nutrition sites and the sharing of healthy-living information and opportunities that encourage participation in nutrition based activities.

Describe the specific steps your organization will take to make these improvements during the current funding period.
Contact local nutrition sites, senior centers, and community programs to collect information on successful programs, classes and health-related events/services. Utilize this information to introduce similar programs and services at the Kerman Senior Center that will serve current participants and welcome new participants to the programs offered including the nutrition program. Plan field trips to other Senior Centers to expose staff and participants to new ideas.

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
Staff will utilize program registration software and lunch attendance rosters to track participation in the nutrition program and other activities offered by the Kerman Senior Center. Staff will continue to establish goals and objectives for new programming and evaluate the ongoing nutrition program. Successes and or areas of improvement will be evaluated on a quarterly basis by Senior Center staff and the Community Services Director.

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?
Information on the Congregate Meal Program is provided to older adults through flyers and monthly lunch menus. The Kerman Senior Center Newsletter is handed out throughout the year at community events. Program information articles are periodically placed in the Kerman News informing residents of the Nutrition Program. Advertisements for activities and Nutrition program are posted on the Kerman Senior Center Facebook Page and City of Kerman website. Information is also given out at the Kerman Food Bank for those with greatest economic need.
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?
Information on the Congregate Meal Program is provided to older adults who reside at the two senior living communities in Kerman. The Kerman Senior Center Newsletter is also handed out throughout the year to the senior living communities. Articles highlighting the nutrition program and services offered at the Senior Center are place in the Kerman Newspaper. Advertisements for activities and Nutrition program are posted on the Kerman Senior Center Facebook Page and City of Kerman website.
How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?
The Kerman Senior Center Newsletter is written with inclusive language providing information on programs, services and resources for all members of the community.
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?
The Kerman Senior Center Newsletter, nutrition program information and monthly menus are made available in English and Spanish, and capable of being translated into a requested language. Bilingual staff and volunteers are available to help with any communication difficulties. Seniors with limited English proficiency are also encouraged to bring along family or friends who can translate for them to the Nutrition Program and site activities.

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?
The Kerman Senior Center actively engages with outside organizations that represent older adults who are Native Americans in our area to promote programs and services available.
How does your organization reach **older adults with limited English proficiency** to inform them of the contracted program and welcome them to participate?
The Kerman Senior Center Newsletter, nutrition program information and monthly menus are made available in English and Spanish, and capable of being translated into a requested language. Bilingual staff and volunteers are available to help with any communication difficulties. Seniors with limited English proficiency are also encouraged to bring along family or friends who can translate for them to the Nutrition Program and site activities.
How does your organization reach **older adults who live in rural areas** to inform them of the contracted program and welcome them to participate?
The Kerman Senior Center promotes the utilization of local public transportation provided through MV Transportation a handicap-able transit-bus, free to seniors and disabled peoples, to encourage seniors and especially older adults with severe disabilities and or mental/physical impairment to participate in the Nutrition Program. MV Transportation services are available to citizens of Kerman in rural areas as well as further isolated areas outside of town. Information about public transportation and the Congregate Meal Program are provided to older adults through the Kerman Senior Center Newsletter. This information is passed out at local events such as health fairs, farmers markets, and festivals.
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?
The Kerman Senior Center promotes the utilization of local public transportation provided through MV Transportation a handicap-able transit-bus, free to seniors and disabled peoples, to encourage seniors and especially older adults with severe disabilities and or mental/physical impairment to participate in the Nutrition Program. MV Transportation services are available to citizens of Kerman in rural areas as well as further isolated areas outside of town. Information about public transportation and the Congregate Meal Program is provided to older adults through the Kerman Senior Center Newsletter. Our programs specifically welcome family members, caregivers, or legal guardians of seniors with physical or mental handicaps, to participate in the senior Nutrition Program and activities with their dependents.
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?
Information on Congregate Meal Program is provided to older adults through nutrition flyers and monthly menus. The Kerman Senior Center Newsletter is also handed out throughout the year at specialty events that focus on health and wellness. Program information articles are periodically placed in the Kerman News informing residents of the Nutrition Program. Advertisements for activities and the Nutrition program are posted on the Kerman Senior Center Facebook Page and City of Kerman website. Our programs specifically welcomes family members, caregivers, or legal guardians of seniors with physical or mental handicaps, to participate in the Senior Nutrition Programs and activities with their dependents.

STAFF REPORT

MEETING DATE: August 14, 2024

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Accepting the FY22/23 Street Rehabilitation Project and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the FY22/23 Street Rehabilitation Project and authorizing the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

The contractor, AJ Excavation, Inc., has satisfactorily completed the work required for the FY22/23 Street Rehabilitation Project. The Project consisted of rehabilitation of the existing pavement on segments of 2nd, 3rd and 4th Streets as well as El Mar and San Joaquin Avenues. Rehabilitation included a combination of full reconstruction, pulverization and overlay, and application of slurry seal. The Project also included the reconstruction of curb and gutter, valley gutter, sidewalk, ADA compliant curb ramps and alley drive approaches, and striping and signage improvements. The Project also replaced water services on El Mar Avenue that have been prone to leaks and breaks, resulting in numerous pavement patches. In order to close-out the Project, City Council must accept the improvements and authorize the recording of a Notice of Completion.

The Project was advertised for bid and the construction contract was awarded to AJ Excavation, Inc., on September 13, 2023. The Contractor began construction on November 20, 2023 and completed the Project on April 19, 2024.

FISCAL IMPACT:

The City budgeted $1,500,000 for the Project. The final Project cost was $1,236,000 including design, construction management, inspection, and contingency. The Project is funded with Local Transportation Funds.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 24-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION FOR THE FY22/23 STREET REHABILITATION PROJECT

WHEREAS, AJ Excavation, Inc., has completed the work for the FY22/23 Street Rehabilitation Project; and

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the FY22/23 Street Rehabilitation Project and requests Council to authorize the City Engineer to record the Notice of Completion for the Project.

NOW, THEREFORE, the City Council of the City of Kerman does resolve as follows:

SECTION 1. The foregoing recitals are incorporated by reference.

SECTION 2. The Council accepts the FY22/23 Street Rehabilitation Project and authorizes the City Engineer to record the Notice of Completion.

SECTION 3. This resolution is effective on adoption.

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 14th day of August 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

STAFF REPORT

MEETING DATE: August 14, 2024

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Accepting the FY 22/23 Street Sealing Project and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the FY 22/23 Street Sealing Project and authorizing the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

The contractor, VSS International, Inc., has satisfactorily completed the work required for the FY 22/23 Street Sealing Project. The Project consisted of sealing of the pavement along various streets within the City. Streets with a more typical level of wear and tear received a Type II slurry seal, while streets with a higher level of degradation received a rubberized cape seal to extend their useful life. In order to close-out the Project, City Council must accept the improvements and authorize the recording of a Notice of Completion.

The Project was advertised for bid and the construction contract was awarded to VSS International, Inc., on September 13, 2023. The Contractor began construction on October 30, 2023 and completed the Project on June 14, 2024.

FISCAL IMPACT:

The City budgeted $1,256,000 for the Project. The final Project cost was $1,239,000 including design, construction management, inspection, and contingency. The Project is funded with Local Transportation Funds.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 24-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION FOR THE FY 22/23 STREET SEALING PROJECT

WHEREAS, VSS International, Inc., has completed the work for the FY 22/23 Street Sealing Project; and

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the FY 22/23 Street Sealing Project and requests Council to authorize the City Engineer to record the Notice of Completion for the Project.

NOW, THEREFORE, the City Council of the City of Kerman does resolve as follows:

SECTION 1. The foregoing recitals are incorporated by reference.

SECTION 2. The Council accepts the FY 22/23 Street Sealing Project and authorizes the City Engineer to record the Notice of Completion.

SECTION 3. This resolution is effective on adoption.

The foregoing resolution was introduced and adopted by the City Council of the City of Kerman at a regular meeting held on the 14th day of August 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

STAFF REPORT

MEETING DATE: August 14, 2024

PRESENTER: Josie Camacho, City Clerk

SUBJECT: City Council Attendance of California League of Cities (Cal Cities) Annual Conference, Training and Appointment of a Voting Delegate for the City of Kerman (JC)

RECOMMENDATION: Council consider attendance at the California League of Cities Annual Conference in Long Beach and by motion appoint a voting delegate and alternate on behalf of the City.

EXECUTIVE SUMMARY:

The Annual Cal Cities Conference and Training is scheduled for October 16-18, 2024 in Long Beach.

It is in the best interest of the City to have Councilmembers participate in Cal Cities classes, trainings and conferences, and networking to aid the City.

The approximate cost to register and travel expense is approximately $1,500 per person.

Among those Councilmembers in attendance, one needs to be identified as the City Voting Delegate for the purpose of voting on Cal Cities position Resolutions or By Law Changes being proposed. Attachment 'A' to this report details the Voting Delegate's role and responsibilities.

FISCAL IMPACT:

The estimated cost per person is approximately $1,500 to attend the event.

ATTACHMENTS:

A. Delegate Packet

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

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

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach 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 Oct. 18, 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 Wed., Sept. 25. 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 is open on the Cal Cities website.

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 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 Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, 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 Wednesday, Sept. 25. 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