CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, August 12, 2026 at 6:00 PM

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

Zoom: Kerman City Council Meeting
Telephone Number: (669) 900-6833
Meeting ID: 832 7703 1207
Passcode: 93630
If prompted for participant ID press #
*Dial *9 to raise hand. Once called upon, dial *6 to unmute.*

LEVINE ACT CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE. The Political Reform Act in Govt Code Section 84308 restricts campaign contributions over $500 to a decision-making public official from a party or participant or their agent in a proceeding involving a contract, license, permit or entitlement for use. The Act requires disclosure of the contribution and recusal where a decision-maker has received $500 or more from a party or participant to a proceeding in the prior 12 months. Participants and agents are required to make this disclosure as well.

A Council Member's 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.

CONFLICT OF INTEREST DISCLOSURES AND RECUSAL. City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure 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. Participants on Zoom who wish to address the Council raise your digital hand now or dial *9 to indicate you wish to speak. Once called upon, dial *6.*

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 8, 2026

RECOMMENDATION: Council approve minutes as presented.

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

1. Nos. 35125-35247 $135,666.21 ACH $912,976.99.

2. Nos. 35248-35473 $1,169,004.57 ACH $192,081.52.

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

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

6/21/26 to 7/4/25: $284,834.84; Retro Pay & Other: $2,572.44; Overtime: $13,265.72; Holiday: $2,779.56; Standby: $2,459.92; Comp Time Earned: 61.02

7/5/26 to 7/18/26: $284,899.67; Retro Pay & Other: $3,971.66; Overtime: $12,554.40; Holiday: $0.00; Standby: $1,919.35; Comp Time Earned: 95

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Monthly Investment Report

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 2026/2027 (Measure "C").

F. **SUBJECT:** Agreement with CivicPlus for the Transition of Agenda Meeting Management Essential to Agenda Meeting Management Select (DSZ)

RECOMMENDATION: Council adopt resolution approving Statement of Work and related Master Services Agreement with CivicPlus for the transition of Agenda Management Essential to Agenda Management Select and authorizing the City Manager to sign.

G. **SUBJECT:** Third Amendment to Agreement with CSG Consultants, Inc. for Building and Safety Services (JAJ)

RECOMMENDATION: Council adopt resolution approving Amendment No. 3 to the Agreement with CSG Consultants, Inc for Building and Safety Services.

H. **SUBJECT:** Approval of Contract No. 27-0121 Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging (TJ)

RECOMMENDATION: Council adopt a resolution approving Contract No. 27-0121 Title III C1 Congregate Nutrition Site Management with the Fresno-Madera Area Agency on Aging and authorizing the City Manager to execute the contract.

I. **SUBJECT:** Pacific Gas and Electric Joint Use Agreement for the Vineland Avenue Widening Project from Whitesbridge Road to 660' to the South (JG)

RECOMMENDATION: Council adopt a resolution approving an agreement with Pacific Gas and Electric (PG&E) for joint use of public street right-of-way for the Vineland Avenue Widening Project from Whitesbridge Road to 660' to the South.

J. **SUBJECT:** Consider Resolution Delegating Authority to the City Clerk to Execute Certificates of Acceptance of Deeds Conveying Property Interests to the City (JAJ & JG)

RECOMMENDATION: Council adopt resolution delegating authority to the City Clerk to execute Certificates of acceptance of deeds conveying property interests to the City.

K. **SUBJECT:** Three Year contract with NEOGOV human resource online platform services from September 1, 2026 to June 30, 2029 (JAJ)

RECOMMENDATION: Council adopt resolution approving Order Form contract with NEOGOV and related Sourcewell Master Agreement #030425 for human resource online platform services from September 1, 2026 to June 30, 2029, and authorize the City Manager to sign the contract.

6. **PUBLIC HEARINGS**

These hearings are scheduled at the time stated and will be heard by the Council as close to the time stated as possible.

A. **SUBJECT:** Public Hearing and Adoption of the City of Kerman's 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan (MB) (AH)

RECOMMENDATION: Council conduct a public hearing regarding the Draft 2025 Urban Water Management Plan (UWMP) and 2025 Water Shortage Contingency Plan (WSCP), adopt (i) Resolution Adopting The 2025 Urban Water Management Plan and (ii) Resolution Adopting the WSCP.

7. **DEPARTMENT REPORTS**

A. **SUBJECT:** Consideration of Street Naming Request In Recognition of Jay Gill (JAJ)

RECOMMENDATION: Council consider the street naming request, determine whether to approve the request regarding part or all of Isabella Avenue, and provide direction to Staff on development of a Street Naming Policy.

B. **SUBJECT:** Award of Contract for the Fiscal Year 25/26 Street Sealing Project to VSS International, Inc. (JG)

RECOMMENDATION: Council adopt the resolution:

1. Awarding the FY 25/26 Street Sealing Project to VSS International, Inc. in the amount of $369,211.00; and

2. Authorizing a 10% construction contingency in the amount of $36,900.00; and

3. Authorizing the City Manager to sign the construction contract on behalf of the City; and

4. Authorizing the City Manager to sign change orders, up to the additional contingency amount, on behalf of the City.

C. **SUBJECT:** Consideration of Opportunity Zone 2.0 Recommendation for Eligible Census Tract in the City of Kerman (FP)

RECOMMENDATION: Adopt a resolution authorizing the City Manager, or designee, to submit a Local Authority Recommendation to the Governor's Office of Business and Economic Development (GO-Biz) requesting that the following eligible census tracts be considered for Opportunity Zone 2.0 designation: 40.05 (06019004005), 40.06 (06019004006)

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

B. Conference with Labor Negotiators pursuant to Government Code Section 54957.6
City Designated Representatives: Mayor Pacheco and Mayor Pro Tem Yep
Unrepresented Employee: City Manager

11. **ADJOURNMENT**

NOTICE OF AVAILABILITY OF AGENDA MATERIALS: Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's Office located at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.gov.

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.gov or upon request by emailing the City Clerk at publicmeeting@cityofkerman.gov or calling (559) 550-1510. The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please contact the City Clerk at (559) 550-1510 or email at publicmeeting@cityofkerman.gov so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. The meeting room is accessible to persons with physical disabilities.

AGENDA POSTING CERTIFICATION

I, Dalia Santana-Zamudio, 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.gov.

Date: August 7, 2026 /s/ Dalia Santana-Zamudio, City Clerk

CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, July 08, 2026 at 6:00 PM

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

1. OPENING CEREMONIES

A. Call to Order **– 6:01 p.m.**

B. Roll Call **– All present.**

C. Invocation **– Performed by Mayor Pacheco.**

D. Flag Salute **– Performed.**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion made to pull item 5.E by Mayor Pro Tem Yep, Seconded by Councilmember Hall.
Ayes: Yep, Hall, Dhaliwal, Herrera, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0.

3. PRESENTATIONS/CEREMONIAL MATTERS

A. Honoring and Recognizing Kerman's 80th Anniversary of Incorporation

Field Representatives Luis Martinez and Oneida Escobar presented a Joint Resolution from Senator Anna M. Caballero & Assemblywoman Esmeralda Soria's office. Mark Benjamin presented a Certificate of Recognition from Supervisor Brian Pacheco's Office, and India Buenrostro, field representative for Congressman Adam C. Gray, presented a Congressional Board.

B. Proclamation - July as Park and Recreation Month (TJ) - **Presentation by Recreation Coordinators, Shannon Barrett and Lucus Ortega.**

4. PUBLIC FORUM

Public Comment from Casey Cornell.

5. CONSENT CALENDAR

A. **SUBJECT:** Minutes - June 24, 2026

RECOMMENDATION: Council approve minutes as presented.

B. **SUBJECT:** Warrants (JA)
1.Nos. 35036-35124 $1,016,643.33 ACH $215,749.25.

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

C. **SUBJECT**: Payroll (JA)
06/07/26 TO 06/20/26: $270,007.47; Retro Pay & Other: $5,209.44; Overtime: $17,956.61; Holiday: $0.00; Standby: $2,537.78; Comp Time Earned: 66.01

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Contract Agreement with General Code, LLC for the Continuation of Codification Services from June 1, 2026 to May 31, 2027 (DSZ)

RECOMMENDATION: Council adopt resolution approving new agreement with General Code, LLC for the continuation of codification services and authorizing the City Manager to sign the agreement. **– Res. 26-51**

E. **SUBJECT:** Third Amendment to Agreement with CSG Consultants, Inc. for Building and Safety Services (JJ)

RECOMMENDATION: Council by motion adopt a resolution approving Amendment No. 3 to the Agreement with CSG Consultants, Inc for Building and Safety Services. – **Item removed.**

Motion made to accept the consent calendar as amended by Councilmember Herrera, Seconded by Councilmember Hall.
Ayes: Herrera, Hall, Dhaliwal, Yep, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0.

6. PUBLIC HEARINGS

A. **SUBJECT:** Public Hearing and Approval of Resolution Confirming Diagram and Assessments for the Annual Levy, 2026-2027, 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 2026-2027 annual levy in the amounts specified and authorize the City Clerk to record the diagram and assessment with the Fresno County Auditor-Controller. **– Res. 26-52**

Opened Public Hearing: 6:50 p.m.
No public comments.
Closed Public Hearing: 6:56 p.m.

Motion made by Councilmember Herrera, Seconded by Mayor Pro Tem Yep.
Ayes: Herrera, Yep, Hall, Dhaliwal, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0.

B. **SUBJECT:** Public Hearing and Approval of Resolution Confirming and Ordering Tract 6572 Annexation into Kerman Landscaping and Lighting District No. 1, Area 17, and Establishing a Levy of Assessments for the Annexed Territory (JG)

RECOMMENDATION: Council conduct a public hearing, receive public testimony, and adopt resolution confirming and ordering Tract 6572 annexation into Kerman Landscaping and Lighting District No. 1, Area 17, and establishing a levy of assessments for the annexed territory (JG) **– Res.26-53**

Opened Public Hearing: 6:56 p.m.
City Clerk declares no written protests were received.
No public comments.
Closed Public Hearing: 7:00 p.m.

Motion made by Councilmember Herrera, Seconded by Councilmember Hall.
Ayes: Herrera, Hall, Dhaliwal, Yep, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0.

C. **SUBJECT:** Public Hearing and Approval of Resolution Confirming and Ordering Tract 6473 Annexation into Kerman Landscaping and Lighting District No. 1, Area 18, and Establishing a Levy of Assessments for the Annexed Territory (JG)

RECOMMENDATION: Council conduct a public hearing, receive public testimony, and adopt resolution confirming and ordering Tract 6473 annexation into Kerman Landscaping and Lighting District No. 1, Area 18, and establishing a levy of assessments for the annexed territory (JG) **– Res.26-54**

Opened Public Hearing: 7:02 p.m.
City Clerk declares no written protests were received.

No public comments.
Closed Public Hearing: 7:06 p.m.

Motion made by Councilmember Herrera, Seconded by Councilmember Dhaliwal.
Ayes: Herrera, Dhaliwal, Hall, Yep, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0.

7. DEPARTMENT REPORTS

A. **SUBJECT:** Award of Contract for the California Avenue Sidewalk Project from 9th Street to Approximately 280 Feet to the East Federal Project No. CML-5291-(035) (JG)

RECOMMENDATION: Council adopt the resolution:

1. Awarding the California Avenue Sidewalk Project from 9th Street to Approximately 280 Feet to the East to Witbro Inc., doing business as Seal Rite Paving in the amount of $181,261.46; and
2. Authorizing a 10% construction contingency in the amount of $18,100.00; and
3. Authorizing the City Manager to sign the construction contract on behalf of the City; and
4. Authorizing the City Manager to sign change orders, up to the additional contingency amount, on behalf of the City. **-Res. 26-55**

Public Comment from Theodore Furnish

Motion made by Councilmember Herrera, Seconded by Mayor Pro Tem Yep.
Ayes: Herrera, Yep, Dhaliwal, Hall, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0.

B. **SUBJECT:** Resolution Approving Construction Contract Change Order No. 7 for the Hart Ranch Community Park Project (JG)

RECOMMENDATION: Council adopt the resolution:

1. Approving Construction Contract Change Order No. 7 for the Hart Ranch Community Park Project to Avison Construction, Inc. in the amount of $200,721.10; and

2. Authorizing the City Manager to sign Construction Contract Change Order No. 7 on behalf of the City; and
3. Authorizing an additional construction contingency in the amount of $50,000; and

4. Authorizing the City Manager to sign future change orders up to $72,999.20, the remaining balance of the overall construction contingency, on behalf of the City. **-Res. 26-56**

Motion made by Mayor Pro Tem Yep, Seconded by Councilmember Herrera.
Ayes: Yep, Herrera, Dhaliwal, Hall, Pacheco
Noes: None
Abstain: None
Absent: None
Motion passes 5-0-0-0.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION – None.

11. ADJOURNMENT – 7:27 p.m.

MINUTES CERTIFICATION

I, Dalia Santana-Zamudio, 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 City Hall, 850 S. Madera Ave, Kerman, CA.

Date: July 9, 2026 /s/ Dalia Santana-Zamudio, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
Printed: 7/17/2026 12:09 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	10522	CALPERS	06/30/2026	45,880.60
35125	11493	24 / 7 PET VETS	06/30/2026	257.40
35126	13018	MARIA AMARAL	06/30/2026	60.00
35127	13014	CHERI ARCHER	06/30/2026	30.00
35128	13013	ELVERA AVILES	06/30/2026	60.00
35129	11355	BADGER METER	06/30/2026	573.90
35130	13020	PAWAN BAGARI	06/30/2026	45.00
35131	13022	RAJ BRAR	06/30/2026	75.00
35132	10617	C A REDING CO INC	06/30/2026	674.06
35133	10064	CAL VALLEY PRINTING	06/30/2026	328.00
35134	10078	CALIFORNIA STATE DISBURSEMENT	06/30/2026	969.23
35135	12844	CALIFORNIA STATE DISBURSEMENT (	06/30/2026	161.53
35136	12862	MARIA CAMARGO	06/30/2026	60.00
35137	10564	CITY OF KERMAN	06/30/2026	1,500.75
35138	10103	COLONIAL LIFE	06/30/2026	1,521.17
35139	10104	COMCAST	06/30/2026	498.48
35140	11382	DATA TICKET INC	06/30/2026	44.99
35141	10120	DAVID WELLHOUSE & ASSOCIATES	06/30/2026	3,400.00
35142	11999	DOG WASTE DEPOT	06/30/2026	621.12
35143	12986	ANNAMARIE FLYNN	06/30/2026	30.00
35144	11550	FRESNO COUNTY SHERIFFS OFFICE -	06/30/2026	137.00
35145	10169	FRESNO PET CEMETERY	06/30/2026	193.00
35146	13005	H.CO COMPUTER PRODUCTS	06/30/2026	10,384.92
35147	13023	MANDIP KAUR	06/30/2026	45.00
35148	13015	JENNIFER KERBER	06/30/2026	30.00
35149	10238	KERMAN UNIFIED SCHOOL DIST	06/30/2026	106.41
35150	12597	KERMAN UNIFIED SCHOOL DISTRICT	06/30/2026	10,000.00
35151	13016	SUE MIGUEL	06/30/2026	30.00
35152	11965	MISSION UNIFORM SERVICE	06/30/2026	312.06
35153	13012	ROSEMARY MORALES	06/30/2026	60.00
35154	13011	GLORIA NINO	06/30/2026	30.00
35155	10282	OFFICE DEPOT	06/30/2026	620.78
35156	12237	PRISCILLA ORTIZ	06/30/2026	150.00
35157	10289	P.G.& E.	06/30/2026	266.32
35158	12888	JOAN PAINE	06/30/2026	29.18
35159	12523	PAMOIST PET HOSPITAL	06/30/2026	286.00
35160	13019	DOLORES PEDROZA	06/30/2026	30.00
35161	12524	R&S ERECTION TRI-COUNTY INC	06/30/2026	1,100.00
35162	13010	GUADALUPE RIVERA	06/30/2026	150.00
35163	13021	HILDA RUIZ	06/30/2026	45.00
35164	12581	TATES TSHIRT DESIGNS AND PRINTS,	06/30/2026	414.11
35165	10754	THE HOME DEPOT PRO-SUPPLY WORI	06/30/2026	1,381.46
35166	13017	NORMA ZAPATA	06/30/2026	30.00
			Total for 6/30/2026:	82,622.47
35167	12257	AMERITAS LIFE INSURANCE CORP- V	07/01/2026	1,011.48

Check No	Vendor No	Vendor Name	Check Date	
35168	11355	BADGER METER	07/01/2026	1,408.00
35169	10054	BLUE SHIELD OF CALIFORNIA	07/01/2026	70,051.00
35170	10109	AUDITOR CONTROLLER/TREASURER	07/01/2026	4,949.75
35171	12521	EDIS	07/01/2026	1,550.50
35172	10250	LIEBERT CASSIDY WHITMORE	07/01/2026	2,685.00
35173	10143	MCCI, LLC	07/01/2026	4,259.68
35174	10272	MUTUAL OF OMAHA	07/01/2026	3,380.33
35175	UB*02128	JASMINE ANAYA	07/01/2026	39.67
35176	UB*02120	SELENA CURIEL	07/01/2026	160.29
35177	UB*02119	DOVE COVE	07/01/2026	121.88
35178	UB*02138	EMERY ELLIOTT	07/01/2026	402.20
35179	UB*02127	BRITTANY & RICHARD ESPINOZA	07/01/2026	9.27
35180	UB*02122	GURMINDER GREWAL	07/01/2026	22.24
35181	BP-JOSE1	JOSEPH CROWN CONSTRUCTION	07/01/2026	355.03
35182	UB*02125	SHARANDEEP KAUR	07/01/2026	167.69
35183	UB*02124	FELIX MADRIGAL	07/01/2026	75.49
35184	UB*02118	EMILY NEGRETE	07/01/2026	18.87
35185	UB*02116	ALONDRA PEREZ	07/01/2026	175.25
35186	UB*02117	MARIA PINEDA CUELLAR	07/01/2026	103.33
35187	UB*02140	STEVE & SHERYL RAMER	07/01/2026	14.62
35188	UB*02123	JESUS RIVERA M	07/01/2026	26.98
35189	UB*02129	EVELYN VELEZ	07/01/2026	104.09
35190	UB*02133	DAVID VILLARREAL	07/01/2026	33.59
			Total for 7/1/2026:	91,126.23
35191	11761	JOHN JANSONS	07/08/2026	1,742.00
35192	13000	AMERICAN LEAK DETECTION INC	07/08/2026	822.50
35193	12537	AMERITAS GROUP INSURANCE CORP	07/08/2026	1,807.40
35194	10035	AQUA NATURAL SOLUTIONS	07/08/2026	1,436.35
35195	10042	BACKFLOW INDEPENDENT TESTING	07/08/2026	4,705.75
35196	12768	BRENDEN BARRA	07/08/2026	80.26
35197	12348	BRADY INDUSTRIES	07/08/2026	410.14
35198	10617	C A REDING CO INC	07/08/2026	152.78
35199	10064	CAL VALLEY PRINTING	07/08/2026	128.88
35200	11722	CALED	07/08/2026	500.00
35201	10086	CELLEBRITE USA INC	07/08/2026	10,080.19
35202	12101	CENTRAL VALLEY SALINITY COALIT	07/08/2026	1,400.25
35203	11259	CIVIC PLUS INC	07/08/2026	16,314.03
35204	10109	AUDITOR CONTROLLER/TREASURER	07/08/2026	177.00
35205	11342	CREATIVE SERVICES OF NEW ENGLA	07/08/2026	887.95
35206	10114	CROWN SHORT LOAD CONCRETE	07/08/2026	2,172.96
35207	10115	CSJVRMA	07/08/2026	621,462.00
35208	12557	DENCO WELDING	07/08/2026	633.76
35209	10128	DEPARTMENT OF JUSTICE	07/08/2026	210.00
35210	12521	EDIS	07/08/2026	2,034.06
35211	10157	FERGUSON ENTERPRISES INC	07/08/2026	345.56
35212	12379	GILL CHEVROLET	07/08/2026	36.05
35213	11358	GREAT AMERICA FINANCIAL SERVICI	07/08/2026	652.54
35214	12836	SERGIO HERRERA	07/08/2026	90.00
35215	10201	HORIZON	07/08/2026	86.92
35216	10219	JENSEN & PILEGARD INC	07/08/2026	791.77
35217	10655	JIM BRISCO ENTERPRISES INC	07/08/2026	11,669.23
35218	10768	KERMAN HISTORICAL SOCIETY	07/08/2026	100.00
35219	11459	LAWSON PRODUCTS INC	07/08/2026	368.23
35220	13026	DORINA LOPEZ	07/08/2026	395.00
35221	10260	METRO UNIFORM & ACCESSORIES	07/08/2026	1,084.03

Check No	Vendor No	Vendor Name	Check Date	
35222	10261	MID VALLEY DISPOSAL INC	07/08/2026	12,992.00
35223	11965	MISSION UNIFORM SERVICE	07/08/2026	423.56
35224	11181	NORTH KINGS GROUNDWATER SUST/	07/08/2026	13,457.12
35225	10282	OFFICE DEPOT	07/08/2026	842.22
35226	13025	JAIDYN OUELLETTE	07/08/2026	450.00
35227	10289	P.G.& E.	07/08/2026	11,361.95
35228	10309	PROFORCE LAW ENFORCEMENT	07/08/2026	174.66
35229	10596	RED WING BUSINESS ADVANTAGE AC	07/08/2026	437.43
35230	11714	ROD CARSEY	07/08/2026	547.33
35231	12923	RWE CLEAN ENERGY DCE OPERATIO	07/08/2026	29,949.93
35232	12475	SAN JOAQUIN PEST CONTROL	07/08/2026	758.00
35233	10332	SEBASTIAN	07/08/2026	2,102.31
35234	10862	SIGNMAX	07/08/2026	77.97
35235	11650	SITEONE LANDSCAPE SUPPLY, LLC	07/08/2026	112.93
35236	10337	SLUMBERGER LUMBER	07/08/2026	321.87
35237	12368	SPECIALTY HOSE EXPRESS LLC	07/08/2026	117.65
35238	11907	SPRINGBROOK HOLDING COMPANY I	07/08/2026	1,929.00
35239	12917	SURF THRU INC	07/08/2026	739.50
35240	10357	TAYLOR MADE IRRIGATION	07/08/2026	99.29
35241	10360	TERRY JOHNSON TRUCKING	07/08/2026	2,765.97
35242	10754	THE HOME DEPOT PRO-SUPPLY WORI	07/08/2026	1,005.29
35243	10378	ULINE INC	07/08/2026	1,437.45
35244	10377	US POST OFFICE	07/08/2026	5,000.00
35245	11542	DOLORES VIRAMONTEZ	07/08/2026	550.00
35246	10406	WEST HILLS OIL INC	07/08/2026	8,863.89
35247	10419	ZIM INDUSTRIES INC	07/08/2026	5,813.98
			Total for 7/8/2026:	785,108.89
ACH	10147	EMPLOYMENT DEVELOPMENT DEPAI	07/10/2026	11,979.25
ACH	10517	FEDERAL TAXES PAYROLL	07/10/2026	71,842.55
ACH	10518	KERMAN POLICE OFFICERS ASSN	07/10/2026	1,016.75
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	07/10/2026	277.50
ACH	10520	ICMA-RC	07/10/2026	4,669.56
			Total for 7/10/2026:	89,785.61
			Report Total (129 checks):	1,048,643.20

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
Printed: 7/31/2026 3:56 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	10522	CALPERS	07/14/2026	48,610.07
			Total for 7/14/2026:	48,610.07
35248	11387	LUISA AGUIRRE	07/15/2026	724.00
35249	10021	ALERT O LITE	07/15/2026	58.05
35250	13031	MARIA AMAVISCA	07/15/2026	150.00
35251	12530	APOLLO HEALTH INC	07/15/2026	600.00
35252	10035	AQUA NATURAL SOLUTIONS	07/15/2026	478.78
35253	13028	ARKANCE USA LLC	07/15/2026	710.00
35254	10037	ASCAP	07/15/2026	454.50
35255	10040	AT&T MOBILITY	07/15/2026	4,603.76
35256	10504	AUTOZONE	07/15/2026	211.92
35257	10056	BOGIE'S PUMP SYSTEMS	07/15/2026	14,917.33
35258	12659	ELIZABETH BRANDON	07/15/2026	150.00
35259	10061	BSK ASSOCIATES	07/15/2026	235.00
35260	10067	CALIFORNIA BUILDING STANDARDS	07/15/2026	510.30
35261	10076	CALIFORNIA POLICE CHIEFS ASSOC	07/15/2026	559.00
35262	10078	CALIFORNIA STATE DISBURSEMENT	07/15/2026	969.23
35263	12844	CALIFORNIA STATE DISBURSEMENT (	07/15/2026	161.53
35264	11916	CEDAR VETERINARY HOSPITAL INC	07/15/2026	365.00
35265	10452	CITY OF FRESNO WMD	07/15/2026	489.00
35266	10105	COMMUNITY HOSPITALS OF CENTRA	07/15/2026	525.00
35267	10826	CROWN SERVICES CORPORATION	07/15/2026	680.00
35268	10126	DEPARTMENT OF CONSERVATION	07/15/2026	1,836.89
35269	10128	DEPARTMENT OF JUSTICE	07/15/2026	907.00
35270	10136	DIVISION OF THE STATE ARCHITECT	07/15/2026	60.00
35271	10144	ELBERT DISTRIBUTING INC	07/15/2026	259.48
35272	12927	ERMA	07/15/2026	5,911.50
35273	10149	ESRI INC	07/15/2026	1,525.00
35274	10439	FAMILY HEALING CENTER	07/15/2026	1,000.00
35275	11398	FASTSIGNS	07/15/2026	56.17
35276	11550	FRESNO COUNTY SHERIFFS OFFICE -	07/15/2026	137.00
35277	10162	FRESNO COUNTY TREASURER	07/15/2026	295.36
35278	10163	FRESNO DISTRIBUTING CO	07/15/2026	711.35
35279	11188	FUTURE FORD	07/15/2026	778.15
35280	13029	PAULA MARIA GONZALEZ	07/15/2026	125.00
35281	10185	GRAINGER	07/15/2026	1,078.97
35282	11468	GREEN HILLS NURSERY INC	07/15/2026	225.37
35283	10193	HAVENS SECURITY INC	07/15/2026	774.18
35284	10201	HORIZON	07/15/2026	999.70
35285	10219	JENSEN & PILEGARD INC	07/15/2026	576.43
35286	BP-JOSE	JOSEPH CROWN CONSTRUCTION ANI	07/15/2026	7,000.00
35287	10485	JP AIR CONDITIONING & HEATING	07/15/2026	246.28
35288	10230	KENT M KAWAGOE PHD	07/15/2026	1,475.00
35289	10678	MAC'S EQUIPMENT INC	07/15/2026	406.40
35290	12576	MAINTAIN X	07/15/2026	4,116.00

Check No	Vendor No	Vendor Name	Check Date	
35291	12492	CIRENE MENDOZA	07/15/2026	150.00
35292	10260	METRO UNIFORM & ACCESSORIES	07/15/2026	2,128.45
35293	12881	MINERAL KING PUBLISHING INC	07/15/2026	1,914.75
35294	11965	MISSION UNIFORM SERVICE	07/15/2026	1,469.36
35295	12356	NOTORIOUS GRAFIX	07/15/2026	455.07
35296	10282	OFFICE DEPOT	07/15/2026	232.86
35297	10286	O'REILLY AUTOMOTIVE INC	07/15/2026	3,812.55
35298	10289	P.G.& E.	07/15/2026	5,445.14
35299	12523	PAMOIST PET HOSPITAL	07/15/2026	360.00
35300	12026	PRECISION CIVIL ENGINEERING INC	07/15/2026	3,674.95
35301	12842	PRIMO BRANDS	07/15/2026	150.91
35302	10319	RENO'S HARDWARE	07/15/2026	581.62
35303	10327	SAFETY KLEEN SYSTEMS INC	07/15/2026	350.46
35304	12813	SERVPRO	07/15/2026	633.28
35305	10337	SLUMBERGER LUMBER	07/15/2026	1,417.52
35306	11460	SUPERIOR POOL PRODUCTS LLC	07/15/2026	2,150.91
35307	13024	SWIFT SIGNZ	07/15/2026	107.81
35308	10015	THE ADVANCE GROUP INC	07/15/2026	1,569.27
35309	10754	THE HOME DEPOT PRO-SUPPLY WORI	07/15/2026	178.46
35310	10168	UNITY IT	07/15/2026	9,002.44
35311	10387	USA BLUE BOOK	07/15/2026	1,259.72
35312	12178	VALLEY ANIMAL CENTER SPAY & NE	07/15/2026	165.00
35313	10391	VALLEY FARM SUPPLY STORES	07/15/2026	2,505.11
35314	12290	VERIZON	07/15/2026	625.35
35315	10406	WEST HILLS OIL INC	07/15/2026	8,285.62
35316	12267	IRENE ZAMORA	07/15/2026	150.00
			Total for 7/15/2026:	106,830.24
ACH	10644	US BANK EQUIPMENT FINANCE	07/21/2026	710.78
			Total for 7/21/2026:	710.78
35317	11493	24 / 7 PET VETS	07/22/2026	257.40
35318	10017	ADVANCED FLOW MEASUREMENT	07/22/2026	450.00
35319	13056	VANESSA AGUILAR	07/22/2026	45.00
35320	13057	WALTER AGUILAR	07/22/2026	45.00
35321	12537	AMERITAS GROUP INSURANCE CORP	07/22/2026	1,081.90
35322	12538	AMERITAS GROUP INSURANCE CORP	07/22/2026	455.00
35323	10035	AQUA NATURAL SOLUTIONS	07/22/2026	957.57
35324	13038	MARIA BAIRES	07/22/2026	45.00
35325	13047	AURORA BARBOSA	07/22/2026	45.00
35326	13070	MELINDA BARRERRA	07/22/2026	90.00
35327	11917	BLAIS & ASSOCIATES LLC	07/22/2026	11,468.00
35328	13033	ELIDA BOYDEN	07/22/2026	45.00
35329	13055	CASSANDRA BRESETT	07/22/2026	45.00
35330	10061	BSK ASSOCIATES	07/22/2026	2,190.00
35331	10617	C A REDING CO INC	07/22/2026	25.31
35332	11215	CALIFORNIA INDUSTRIAL RUBBER C	07/22/2026	70.04
35333	12658	CALIFORNIA POLICE TRAINING MAN	07/22/2026	250.00
35334	10077	CALIFORNIA RURAL WATER ASSOC	07/22/2026	1,745.00
35335	13060	GRISELDA CASTRO	07/22/2026	45.00
35336	13045	ALEXIS CEJA-GARCIA	07/22/2026	45.00
35337	10092	CENTRAL VALLEY TOXICOLOGY INC	07/22/2026	923.00
35338	13034	MIKAYLA CERVANTES	07/22/2026	45.00
35339	13006	CHASE BENNETT-SHEFFIELD	07/22/2026	2,650.00
35340	11259	CIVIC PLUS INC	07/22/2026	6,300.00

Check No	Vendor No	Vendor Name	Check Date	
35341	11498	COMCAST CABLE COMMUNICATIONS	07/22/2026	752.75
35342	10108	COOKS COMMUNICATIONS CORP	07/22/2026	201.60
35343	13073	VERONICA CORNELL	07/22/2026	45.00
35344	10114	CROWN SHORT LOAD CONCRETE	07/22/2026	1,853.66
35345	13079	CRPOA	07/22/2026	750.00
35346	11874	CSG CONSULTANTS INC	07/22/2026	10,007.50
35347	11382	DATA TICKET INC	07/22/2026	23.56
35348	13074	KRISTAL DEPUE	07/22/2026	75.00
35349	13077	DESIREE ECHEVERRIA	07/22/2026	37.50
35350	13068	JOHANNNA ELVIRA	07/22/2026	45.00
35351	13072	JENNIFER FLYNN	07/22/2026	45.00
35352	13064	CYNTHIA GALINDO	07/22/2026	45.00
35353	13037	FABIOLA GARZA	07/22/2026	90.00
35354	13078	GENERAL CODE	07/22/2026	710.85
35355	10178	GLENN RUDOLPH'S AUTO BODY & PA	07/22/2026	5,438.84
35356	13046	JULIE GOMEZ	07/22/2026	45.00
35357	10183	GRAFIX SHOPPE	07/22/2026	660.45
35358	11358	GREAT AMERICA FINANCIAL SERVICI	07/22/2026	534.25
35359	13053	GUSTAVO GUZMAN	07/22/2026	45.00
35360	13062	IDALIA HERNANDEZ	07/22/2026	45.00
35361	12363	JULIAN HERNANDEZ	07/22/2026	45.00
35362	13043	MARCEL HERNANDEZ	07/22/2026	45.00
35363	10201	HORIZON	07/22/2026	1,834.40
35364	12959	HYPHEN, A DIVISION OF TWO Q INC	07/22/2026	21,649.60
35365	12018	ICMA MEMBERSHIP RENEWALS	07/22/2026	1,200.00
35366	10222	JERRY'S AUTOMOTIVE	07/22/2026	380.00
35367	12128	JS TOWING	07/22/2026	280.00
35368	13042	KIRANDEEP KAUR	07/22/2026	90.00
35369	13023	MANDIP KAUR	07/22/2026	45.00
35370	13075	ASHLEE LOPEZ	07/22/2026	90.00
35371	12928	MALLORY SAFETY AND SUPPLY LLC	07/22/2026	619.46
35372	13039	JOANNA MARQUEZ	07/22/2026	45.00
35373	13040	JANNELL MARTINEZ	07/22/2026	45.00
35374	12087	GAGANJOAT MATTU	07/22/2026	45.00
35375	10261	MID VALLEY DISPOSAL INC	07/22/2026	156,666.27
35376	10265	MONTOY LAW CORPORATION	07/22/2026	19,157.00
35377	13059	MARIA MORENO	07/22/2026	45.00
35378	13069	LIZBET NAVARRO	07/22/2026	45.00
35379	13044	YVETTE NUNEZ	07/22/2026	45.00
35380	12080	OMNI LAND DEVELOPMENT	07/22/2026	42,218.24
35381	10289	P.G.& E.	07/22/2026	14,114.43
35382	13065	JUDITH PEREIRA	07/22/2026	45.00
35383	13052	JAZMIN PEREZ	07/22/2026	45.00
35384	12082	PERFORMANCE AUTOMATION CO INC	07/22/2026	680.00
35385	10301	PETTY CASH	07/22/2026	219.25
35386	12026	PRECISION CIVIL ENGINEERING INC	07/22/2026	3,990.75
35387	13066	KATRINA PULLEN	07/22/2026	45.00
35388	12808	QUADIENT FINANCE USA INC	07/22/2026	950.95
35389	10316	R G EQUIPMENT OF FRESNO INC	07/22/2026	4,151.13
35390	11060	R MITCH COVINGTON	07/22/2026	199,724.56
35391	13050	MERCEDES RANGEL	07/22/2026	90.00
35392	13058	ANGIE REA	07/22/2026	45.00
35393	13076	BEATRIZ REA	07/22/2026	90.00
35394	13035	DANIELA REYES	07/22/2026	45.00
35395	13067	MARTHA REYNOSO	07/22/2026	45.00
35396	13051	ELIZABETH RODRIGUEZ	07/22/2026	45.00
35397	12667	ADRIANA ROTH	07/22/2026	103.53

Check No	Vendor No	Vendor Name	Check Date	
35398	10329	SAN JOAQUIN VALLEY AIR POLL	07/22/2026	314.00
35399	13061	ESMERALDA SANDOVAL	07/22/2026	45.00
35400	12873	ROSANNA SANGHA	07/22/2026	233.25
35401	13063	DEIRA SARKISIAN	07/22/2026	45.00
35402	11650	SITEONE LANDSCAPE SUPPLY, LLC	07/22/2026	2,701.17
35403	11787	SNAP ON INC	07/22/2026	1,017.45
35404	12368	SPECIALTY HOSE EXPRESS LLC	07/22/2026	228.27
35405	13054	KULDEEP SRAN	07/22/2026	45.00
35406	11460	SUPERIOR POOL PRODUCTS LLC	07/22/2026	1,706.87
35407	12115	TAPCO	07/22/2026	1,945.20
35408	10357	TAYLOR MADE IRRIGATION	07/22/2026	263.16
35409	13032	RAMAN THANDI	07/22/2026	45.00
35410	10015	THE ADVANCE GROUP INC	07/22/2026	8,531.12
35411	11502	TIREHUB LLC	07/22/2026	1,497.21
35412	13049	AREANNA TORRES	07/22/2026	90.00
35413	10379	UNDERGROUND SERVICE ALERT OF	07/22/2026	1,302.73
35414	12290	VERIZON	07/22/2026	974.25
35415	10401	WALLYS TIRE AND WHEEL	07/22/2026	616.49
35416	11061	WALMART REAL ESTATE BUSINESS T	07/22/2026	196,878.47
35417	13041	TIFFANEY WONG	07/22/2026	45.00
35418	10413	YAMABE & HORN ENGINEERING INC	07/22/2026	178,331.97
			Total for 7/22/2026:	916,645.36
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	07/24/2026	12,548.30
ACH	10517	FEDERAL TAXES PAYROLL	07/24/2026	72,903.53
ACH	10518	KERMAN POLICE OFFICERS ASSN	07/24/2026	968.25
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	07/24/2026	277.50
ACH	10520	ICMA-RC	07/24/2026	7,084.92
			Total for 7/24/2026:	93,782.50
ACH	10522	CALPERS	07/28/2026	48,978.17
35419	12048	UNITED STATES TREASURY	07/28/2026	253.44
			Total for 7/28/2026:	49,231.61
35420	12537	AMERITAS GROUP INSURANCE CORP	07/30/2026	1,311.20
35421	12257	AMERITAS LIFE INSURANCE CORP- V	07/30/2026	1,046.04
35422	10035	AQUA NATURAL SOLUTIONS	07/30/2026	957.57
35423	10054	BLUE SHIELD OF CALIFORNIA	07/30/2026	73,880.03
35424	12348	BRADY INDUSTRIES	07/30/2026	194.20
35425	10617	C A REDING CO INC	07/30/2026	162.54
35426	10064	CAL VALLEY PRINTING	07/30/2026	444.91
35427	10078	CALIFORNIA STATE DISBURSEMENT	07/30/2026	969.23
35428	12844	CALIFORNIA STATE DISBURSEMENT (	07/30/2026	161.53
35429	12972	CASHIER-CDFA CERTIFIED FARMERS	07/30/2026	78.00
35430	10564	CITY OF KERMAN	07/30/2026	2,514.12
35431	10103	COLONIAL LIFE	07/30/2026	1,495.49
35432	10105	COMMUNITY HOSPITALS OF CENTRA	07/30/2026	175.00
35433	10125	DEPARTMENT OF AGRICULTURE	07/30/2026	858.13
35434	10133	DEPARTMENT OF TRANSPORTATION	07/30/2026	2,915.82
35435	13087	JENNIFER DONAVAN	07/30/2026	450.00
35436	10157	FERGUSON ENTERPRISES INC	07/30/2026	773.31
35437	10159	FRESNO COUNCIL OF GOVERNMENTS	07/30/2026	672.00
35438	11550	FRESNO COUNTY SHERIFFS OFFICE -	07/30/2026	137.00

Check No	Vendor No	Vendor Name	Check Date	
35439	10162	FRESNO COUNTY TREASURER	07/30/2026	26,375.57
35440	13085	TONY FUENTES	07/30/2026	500.00
35441	10178	GLENN RUDOLPH'S AUTO BODY & PA	07/30/2026	615.05
35442	11358	GREAT AMERICA FINANCIAL SERVICI	07/30/2026	134.53
35443	10193	HAVENS SECURITY INC	07/30/2026	604.19
35444	12980	HOLY GROUND MINISTRY	07/30/2026	150.00
35445	10201	HORIZON	07/30/2026	28.68
35446	11923	JOE A GONSALVES & SON	07/30/2026	1,250.00
35447	12522	HARMEEN KAUR	07/30/2026	324.00
35448	10238	KERMAN UNIFIED SCHOOL DIST	07/30/2026	1,287.65
35449	12574	KRC SAFETY CO INC	07/30/2026	550.00
35450	13084	KELLY MEJIA	07/30/2026	500.00
35451	11965	MISSION UNIFORM SERVICE	07/30/2026	168.60
35452	13080	MMC ELECTRIC INC	07/30/2026	300.00
35453	10272	MUTUAL OF OMAHA	07/30/2026	3,365.57
35454	10309	PROFORCE LAW ENFORCEMENT	07/30/2026	993.85
35455	12762	QUADIENT LEASING USA INC	07/30/2026	2,204.92
35456	13083	CONNIE RAMIREZ	07/30/2026	150.00
35457	10596	RED WING BUSINESS ADVANTAGE AC	07/30/2026	290.09
35458	13086	JURLEY ROMERO	07/30/2026	450.00
35459	13082	MICHAEL SALINAS	07/30/2026	150.00
35460	12475	SAN JOAQUIN PEST CONTROL	07/30/2026	405.00
35461	10862	SIGNMAX	07/30/2026	407.67
35462	11650	SITEONE LANDSCAPE SUPPLY, LLC	07/30/2026	2,579.89
35463	12368	SPECIALTY HOSE EXPRESS LLC	07/30/2026	88.25
35464	11460	SUPERIOR POOL PRODUCTS LLC	07/30/2026	1,061.23
35465	13024	SWIFT SIGNZ	07/30/2026	107.81
35466	12581	TATES TSHIRT DESIGNS AND PRINTS,	07/30/2026	61.03
35467	10357	TAYLOR MADE IRRIGATION	07/30/2026	38.74
35468	10015	THE ADVANCE GROUP INC	07/30/2026	415.37
35469	10754	THE HOME DEPOT PRO-SUPPLY WORI	07/30/2026	1,606.42
35470	10387	USA BLUE BOOK	07/30/2026	58.99
35471	12178	VALLEY ANIMAL CENTER SPAY & NE	07/30/2026	165.00
35472	13081	KARIME VERDUGO	07/30/2026	150.00
35473	10406	WEST HILLS OIL INC	07/30/2026	8,541.31
			Total for 7/30/2026:	145,275.53
			Report Total (234 checks):	1,361,086.09

PAY PERIOD: June 28, 2026 - July 04, 2026

	Salary	RETRO PAY & OTHER	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			Hours	Amount	Hours	Amount	Hours	Amount		
Grand Total	$ 284,834.84	$ 2,572.44	492.30	$ 13,265.72	143.00	$ 2,779.56	80.00	$ 2,459.92	$ 305,912.48	61.02

PAY PERIOD: July 05, 2026 - July 18, 2026

	Salary	RETRO PAY & OTHER	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			Hours	Amount	Hours	Amount	Hours	Amount		
Grand Total	$ 284,899.67	$ 3,971.66	244.78	$ 12,554.40	-	$ -	80.00	$ 1,919.35	$ 303,345.08	95.00

CITY OF KERMAN
CD/Securities Portfolio
As of June 30, 2026

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2025 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2026 Book Balance	Fair Value	Interest Paid
CD's:										
Pacific Member Bank Irvine	615-030525-245	5.00%	3/15/24	9/15/25	243,000.00	(243,000.00)		-	-	6,124.93
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25	245,000.00	(245,000.00)		-	-	4,432.15
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00	(249,000.00)		-	-	627.62
Bank of Hapoalim B M New York	615-030525-245	5.05%	4/24/24	10/29/25	200,000.00	(200,000.00)		-	-	5,063.84
Flagstar Bank National Association	615-030525-245	5.20%	6/11/24	1/13/26	243,000.00	(243,000.00)		-	-	7,408.50
US Government Bonds										
Federal Home Loan Bank	615-030525-245	5.00%	10/29/24	10/30/29	500,000.00	(500,000.00)		-	-	6,250.00
Federal Home Loan Bank	615-030525-245	4.80%	5/28/25	5/15/28	500,000.00	(500,000.00)		-	-	5,133.33
Federal Home Loan Bank	615-030525-245	4.50%	6/30/25	6/23/28	280,000.00	(280,000.00)		-	-	2,905.00
Federal Home Loan Bank	615-030525-245	4.50%	3/24/25	3/24/28	251,000.00	(251,000.00)		-	-	5,647.50
Federal Home Loan Bank	615-030525-245	4.75%	10/30/24	10/30/29	500,000.00	(500,000.00)		-	-	11,875.00
Federal Home Loan Bank	615-030525-245	4.50%	1/30/25	7/30/27	500,000.00	(500,000.00)		-	-	16,875.00
Federal Home Loan Bank	615-030525-245	4.52%	5/7/25	11/7/28	503,000.00	(503,000.00)		-	-	11,367.80
Federal Home Loan Bank	615-030525-245	5.00%	5/28/25	5/14/30	500,000.00	(500,000.00)		-	-	11,527.78
Federal Home Loan Bank	615-030525-245	4.55%	8/19/25	8/19/30		-		-	-	7,899.31
Federal Home Loan Bank	615-030525-245	4.50%	7/30/25	7/28/28		-		-	-	11,125.00
Federal Home Loan Bank	615-030525-245	4.00%	10/30/25	10/30/28		-		-	-	6,000.00
Federal Home Loan Bank	615-030525-245	4.20%	9/24/25	9/13/30		750,000.00		750,000.00	746,842.50	14,787.50
Federal Home Loan Bank	615-030525-245	4.00%	10/15/25	10/15/29		535,000.00		535,000.00	529,018.70	10,700.00
Federal Home Loan Bank	615-030525-245	4.00%	4/22/26	10/22/29		600,000.00		600,000.00	595,728.00	11,466.67
Federal Home Loan Bank	615-030525-245	4.00%	2/27/26	2/27/30		600,000.00		600,000.00	593,940.00	-
Federal Home Loan Bank	615-030525-245	4.20%	11/26/25	11/26/29		525,000.00		525,000.00	519,151.50	11,025.00
Federal Home Loan Bank	615-030525-245	4.15%	11/28/25	5/28/30		525,000.00		525,000.00	518,873.25	10,893.75
Federal Home Loan Bank	615-030525-245	4.15%	1/28/26	1/28/31		750,000.00		750,000.00	741,442.50	-
Federal Home Loan Bank	615-030525-245	4.10%	12/30/25	12/30/30		500,000.00		500,000.00	492,570.00	10,250.00
United Security Bank CD										
United Security Bank	1317802	4.75%	2/2/24	2/2/26	250,000.00			250,000.00	250,000.00	-
United Security Bank	1317802	4.75%	6/27/24	6/27/26	250,000.00			250,000.00	250,000.00	-
	Average Rate	**4.23%**								
Total CD's					**5,214,000.00**	**71,000.00**	**-**	**5,285,000.00**	**5,237,566.45**	**189,806.98**

CITY OF KERMAN
CD/Securities Portfolio
As of June 30, 2026

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2025 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2026 Book Balance	Fair Value	Interest Paid
Securities America Sweep Program										
Beginning Balance					**67.00**			67.00		
	Transfers In/(Out)		7/1-7/31/25			19,482.01		19,482.01		
			8/1-8/31/25			(19,549.01)		(19,549.01)		
			9/16-9/30/25			537,687.20		537,687.20		
			10/1-10/31/25			-512413.89		(512,413.89)		
			11/1-11/28/25			-24114.73		(24,114.73)		
			12/15-12/30/25			-1154.46		(1,154.46)		
			1/1-1/30/26			11174.2		11,174.20		
			2/2-2/27/26			84.74		84.74		
			3/13-3/27/26			-11263.06		(11,263.06)		
			4/16-4/29/26			0		-		
			5/27-5/28/26			0		-		
			6/1-6/30/26			0		-		
					67.00	**(67.00)**	**-**	**0.00**	**0.00**	**-**
Local Agency Investment Fund										
Beginning Balance	98-10-400				18,458,212.85			18,458,212.85		-
	Interest	4.40%	7/15/25			202,228.94		202,228.94		202,228.94
		4.34%	10/15/25			203,843.34		203,843.34		
		4.20%	1/15/26			199,464.05		199,464.05		
		3.98%	4/15/26			186,816.86		186,816.86		
	Transfers In/(Out)							-		
Total - LAIF		**4.23%**			**18,458,212.85**	**792,353.19**	**-**	**19,250,566.04**	**19,250,566.04**	**202,228.94**
Central Valley Money Market Acct	015030960									
Beginning Balance					3,649,281.76			3,649,281.76		
	Interest		7/31/25			247.95		247.95		247.95
			8/31/25			231.97		231.97		
			9/30/25			255.98		255.98		
			10/31/25			208.55		208.55		
			11/30/25			162.64		162.64		
			12/31/25			158.82		158.82		
			1/31/26			75.65		75.65		
			2/28/26			70.61		70.61		
			3/31/26			80.71		80.71		
			4/30/26			75.67		75.67		
			5/31/26			73.15		73.15		
			6/30/26			80.72		80.72		
	Transfers In/(Out)							-		
			10/14/25			(1,000,000.00)		(1,000,000.00)		
			12/22/25			(1,500,000.00)		(1,500,000.00)		
								-		
		0.08%						-		
					3,649,281.76	(2,498,277.58)	-	**1,151,004.18**	1,151,004.18	247.95
Subtotal All City Investments		**2.85%**			**27,321,494.61**	**(1,634,924.39)**	**-**	**25,686,570.22**	**25,639,136.67**	**392,283.87**
			Total Investments		27,321,561.61	(1,634,991.39)	-	25,686,570.22	25,639,136.67	392,283.87
								Market Value Adjustment	(47,433.55)	
								(1,634,991.39)		
								(1,634,991.39)		
								-		

CITY OF KERMAN
CD/Securities Portfolio
As of July 31, 2026

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2026 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2027 Book Balance	Fair Value	Interest Paid
CD's:										
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.20%	9/24/25	9/13/30		750,000.00		750,000.00	744,067.50	-
Federal Home Loan Bank	615-030525-245	4.00%	10/15/25	10/15/29		535,000.00		535,000.00	526,862.65	-
Federal Home Loan Bank	615-030525-245	4.00%	4/22/26	10/22/29		600,000.00		600,000.00	593,634.00	-
Federal Home Loan Bank	615-030525-245	4.00%	2/27/26	2/27/30		600,000.00		600,000.00	591,336.00	-
Federal Home Loan Bank	615-030525-245	4.20%	11/26/25	11/26/29		525,000.00		525,000.00	517,125.00	-
Federal Home Loan Bank	615-030525-245	4.15%	11/28/25	5/28/30		525,000.00		525,000.00	516,264.00	-
Federal Home Loan Bank	615-030525-245	4.15%	1/28/26	1/28/31		750,000.00		750,000.00	741,165.00	15,562.50
Federal Home Loan Bank	615-030525-245	4.10%	12/30/25	12/30/30		500,000.00		500,000.00	489,485.00	-
United Security Bank CD										
United Security Bank	1317802	4.75%	2/2/24	2/2/26	250,000.00			250,000.00	250,000.00	-
United Security Bank	1317802	4.75%	6/27/24	6/27/26	250,000.00			250,000.00	250,000.00	-
	Average Rate	**4.23%**								
Total CD's					**500,000.00**	**4,785,000.00**	**-**	**5,285,000.00**	**5,219,939.15**	**15,562.50**
Securities America Sweep Program										
Beginning Balance					**-**			-		
	Transfers In/(Out)		7/1-7/31/26			-		-		
					-	**-**	**-**	**-**	**-**	**-**
Local Agency Investment Fund										
Beginning Balance	98-10-400				19,250,566.04			19,250,566.04		-
	Interest	3.92%	7/15/26			187,919.23		187,919.23		187,919.23
								-		-
	Transfers In/(Out)							-		
Total - LAIF		**3.92%**			**19,250,566.04**	**187,919.23**	**-**	**19,438,485.27**	**19,438,485.27**	**187,919.23**
Central Valley Money Market Acct	015030960									
Beginning Balance					1,151,004.18			1,151,004.18		
	Interest		7/31/26			78.21		78.21		78.21
								-		-
	Transfers In/(Out)							-		
								-		
		0.08%						-		
					1,151,004.18	78.21	-	**1,151,082.39**	1,151,082.39	78.21
Subtotal All City Investments		**2.74%**			**20,901,570.22**	**4,972,997.44**	**-**	**25,874,567.66**	**25,809,506.81**	**203,559.94**
			Total Investments		20,901,570.22	4,972,997.44	-	25,874,567.66	25,809,506.81	203,559.94
								Market Value Adjustment	(65,060.85)	
								4,972,997.44		
								4,972,997.44		
								-		

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: Josefina Alvarez, Finance Director

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 2026/2027 (Measure "C").

EXECUTIVE SUMMARY:

Each year, the Fresno County Transportation Authority (FCTA) provides the City of Kerman with information regarding Measure "C" funding allocations that will be made available to the City throughout the new fiscal year. The City is required to approve and claim these allocation amounts by way of resolution before such funds can be disbursed to the City.

DISCUSSION:

In November of 2006, the voters of Fresno County approved an extension of the one-half cent sales tax increase known as Measure "C" to fund regional and local transportation projects. The Fresno County Transportation Authority (FCTA) is the administering agency for these funds. The FCTA, on an annual basis, determines the allocation of Measure "C" funds to all cities and the County of Fresno based on population and road miles.

For Fiscal Year 2026/2027 the FCTA is projecting $39,106,552 in Measure "C" funds. The FCTA allocates these funds in the following categories:

Category	Amount
Street Maintenance	$17,292,782
ADA Compliance	$605,249
Flexible Funding	$17,281,604
Ped/Trails Urban	$2,430,031
Ped/Trails Rural	$597,410
Bicycle Facilities	$899,476
Total	$39,106,552

The allocations for the City of Kerman are:

Category	Amount
Street Maintenance	$288,948
ADA Compliance	$10,113
Flexible Funding	$354,189
Total	$653,249

These allocations are based on Kerman's 2026 population of 17,498 and 47.2 road miles. These revenues are a critical funding source to help the City maintain streets, sidewalks and infrastructure.

The City Council must adopt a resolution claiming Fiscal Year 2026/2027 Measure "C" funds and agreeing to spend the funds for local transportation related purposes, to separately account for the funds and to report prior fiscal years funding claims by August 25, 2026.

FISCAL IMPACT:

The City of Kerman will receive a total of $653,249 in Measure "C" funds in Fiscal Year 2026/2027, according to the Fresno County Transportation Authority.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING SUBMITTAL OF LOCAL TRANSPORTATION PURPOSES CERTIFICATION AND CLAIM FOR FISCAL YEAR 2026/2027 (MEASURE "C")

WHEREAS, the City of Kerman is an eligible claimant of funds for Local Transportation Purposes pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026/2027 setting the City of Kerman's percentage at 1.67% which shall be the proportionate share of local Transportation Purposes monies to which the City shall be entitled within the Fiscal Year.

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

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

2. The City of Kerman hereby submits its Local Transportation Purposes Certification and Claim for Fiscal Year 2026/2027 attached as **Exhibit 'A'** and incorporated by reference.

3. The City of Kerman hereby requests the release of funds to the City on a monthly payment basis, consistent with the adopted apportionment and proportionate to the receipts.

4. The City Council of the City of Kerman certifies:

    a. Local Transportation Purposes Funds will not be used to substitute for property tax funds which the City of Kerman had previously used for Local Transportation Purposes; and

    b. City of Kerman has and will segregate property tax revenues from the City's other general funds revenues used to support Local Transportation so that verification of non-substitution can be proved through audit; and

    c. City of Kerman shall separately account for Local Transportation Purposes Funds received, pursuant to California Public Utilities Code Section 142257. The City shall maintain records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time; and

    d. City shall complete the prior fiscal years reporting requirements and claims forms no later than August 25, 2026. Reports not filed with the Authority by August 25,

2026 will result in a stoppage of allocations until a completed report is filed for each program and sub-program.

5. The City of Kerman understands that should a financial or compliance audit reveal that the City of Kerman violated any of the requirements set forth in paragraph 3 (a), (b), (c) or (d), the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.

6. The City hereby requests the Authority to allocate all funds that become available from the Local Transportation Purpose Funds to the City for Fiscal Year 2026/2027, as identified in the attached claim forms and indicated below, in accordance with the adopted "Procedures for Administration of Funds for Local Transportation Purposes":

Category	Amount
Street Maintenance	$288,948
ADA Compliance	$10,113
Flexible Funding	$354,189
Total	$653,249

7. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 12th day of August 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

Exhibit 'A'

MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-2027

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799 Contact: Josephina Alvarez, Finance Director

Telephone: (559) 550-0714 FAX: (559) 846-6199 Email Address: jalvarez@cityofkerman.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program
- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program
- ☒ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities

Regional Transportation Program
- ☐ Fresno Airports

Alternative Transportation Program
- ☐ Rail Consolidation Subprogram

Environmental Enhancement Program
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program
- ☐ Fresno COG

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting **1.67%** of $17,292,782 (or **$288,948**) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

(a) Monthly payments consistent with adopted percentage, based on actual receipts

(b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

(a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.

(b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.

(c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

_____

Finance Director _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Measure C Extension Strategic Implementation Plan - Appendix D

MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-2027

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799 Contact: Josephina Alvarez, Finance Director

Telephone: (559) 550-0714 FAX: (559) 846-6199 Email Address: jalvarez@cityofkerman.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program
- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program
- ☐ Street Maintenance
- ☒ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities

Regional Transportation Program
- ☐ Fresno Airports

Alternative Transportation Program
- ☐ Rail Consolidation Subprogram

Environmental Enhancement Program
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program
- ☐ Fresno COG

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-27 setting 1.67% of $605,249 (or **$10,113**) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

(a) Monthly payments consistent with adopted percentage, based on actual receipts

(b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

(a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.

(b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.

(c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

_____

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Measure C Extension Strategic Implementation Plan - Appendix D

MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2026-2027

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799 Contact: Josephina Alvarez, Finance Director

Telephone: (559) 550-0714 FAX: (559) 846-6199 Email Address: jalvarez@cityofkerman.gov

1. Applicable Funding Program: (Check One)

Regional Public Transit Program
- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program
- ☐ Street Maintenance
- ☐ ADA Compliance
- ☒ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities

Regional Transportation Program
- ☐ Fresno Airports

Alternative Transportation Program
- ☐ Rail Consolidation Subprogram

Environmental Enhancement Program
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program
- ☐ Fresno COG

2. The **City of Kerman** ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2026-2027 setting **2.05%** of $17,281,604 (or **$354,189**) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

(a) Monthly payments consistent with adopted percentage, based on actual receipts
(b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

(a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
(b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
(c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

_____

Finance Director _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Measure C Extension Strategic Implementation Plan - Appendix D

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: Dalia Santana-Zamudio, City Clerk

SUBJECT: Agreement with CivicPlus for the Transition of Agenda Meeting Management Essential to Agenda Meeting Management Select (DSZ)

RECOMMENDATION: Council adopt resolution approving Statement of Work and related Master Services Agreement with CivicPlus for the transition of Agenda Management Essential to Agenda Management Select and authorizing the City Manager to sign.

EXECUTIVE SUMMARY:

The City entered into a contract agreement with CivicPlus for online meeting and agenda management services on April 18, 2022. CivicPlus's Agenda and Meeting Management Essential product will reach an end-of-life effective June 30, 2027, and will transition to Agenda and Meeting Management Select at which time the current agreement will expire. The parties have negotiated a new agreement with an initial term to commence on July 1, 2026.

The new quote from CivicPlus has an annual renewal amount of $7,500 with a 5% increase in year 2. The new rate would be a $2,500 increase from the existing contract. The new agreement is embodied in a Statement of Work and Master Services Agreement.

FISCAL IMPACT:

Increase of $2,500 to funds already incorporated in the budget 2026/2027.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 26-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING STATEMENT OF WORK AND RELATED MASTER SERVICES AGREEMENT WITH CIVICPLUS FOR THE TRANSITION OF AGENDA MANAGEMENT ESSENTIAL TO AGENDA MANAGEMENT SELECT AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City signed a contract agreement with CivicPlus for online meeting and agenda management services on April 18, 2022, and

WHEREAS, the Agenda and Meeting Management Essential product will reach an end-of-life effective June 30, 2027, and will transition to Agenda and Meeting Management Select at which time the current agreement will expire, and the parties have negotiated a new agreement; and

WHEREAS, the CivicPlus Agenda and Meeting Management Solution is a valuable tool that provides public information, resources, and notifications, and

WHEREAS, the new annual amount would be $7,500 with an annual 5% increase in year 2, and

WHEREAS, the City desires to accept the new agreement with Civic Plus for online meeting and agenda management services.

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

1. The foregoing recitals are true and correct.

2. The City Council hereby approves the Statement of Work (SOW) and related Master Services with Civic Plus attached hereto and incorporated by reference as **Exhibits 'A'** and **'B'** and authorizes the City Manager to execute same.

3. The SOW and Master Agreement supersede any and all prior agreements with CivicPlus. Staff will ensure that all notices required for termination of current agreement are effected.

4. This resolution shall be effective immediately upon adoption.

(certification on following page)

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-123779-1
CivicPlus Pricing Approval Date:
Expires On: 8/31/2026

Client:
City of Kerman, CA

Bill To:
KERMAN CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Armel Kouassi		armel.kouassi@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Conversion Pro Premium Implementation	AMM Select: Conversion Pro Premium Implementation

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: AI Editing Assistant	AMM Select: AI Editing Assistant
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	Conversion Pro Premium Package	Conversion Pro Premium Package

Total Investment - Initial Term	USD 7,500.00
Annual Recurring Services (Subject to Uplift)	USD 7,500.00

Initial Term	7/1/2026 - 6/30/2027, Renewal Term 7/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-123779-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
_____	_____
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:

_____
Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____
Mailing Address: (If different from above)

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

CIVICPLUS

CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid.

Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the

Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the

Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity,

which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our Privacy Policy; or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party

application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

CIVICPLUS

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

CIVICPLUS

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: Third Amendment to Agreement with CSG Consultants, Inc. for Building and Safety Services (JAJ)

RECOMMENDATION: Council adopt resolution approving Amendment No. 3 to the Agreement with CSG Consultants, Inc for Building and Safety Services.

EXECUTIVE SUMMARY:

On March 25, 2020, City Council approved a professional services agreement with CSG Consulting, Inc. (Consultant) to provide building and safety services including certified Building Official, Building Inspector, and Plan Review services for the City. Amendments No. 1 and 2 were approved on November 10, 2021, and August 9, 2023. Council approved a first amendment to the agreement extending consultant services to June 30, 2023, including an adjustment to service rates.

City staff has been satisfied with the services delivered by the Consultant under the current Agreement. CSG staff works diligently in concurrence with City staff, City Engineer, Fire Marshal, and other County and State agencies to ensure public safety as it relates to construction activities within the City. Staff is recommending approval of an amendment to the Agreement with changes to the compensation and term of agreement necessary to meet the Department's needs. This third amendment to the Agreement will consider the Consultant's market rate adjustments necessary to provide the City with undisrupted building and safety services.

The Agreement will be subject to the terms listed below and as further defined in the third amendment to the Agreement attached as **Exhibit 'A'** of **Attachment 'A'**.

1. Term. Three years ending on June 30, 2029, subject to any earlier termination in accordance with the Agreement.
2. Compensation. Per the fee schedule included in **Exhibit 'A'** to **Attachment 'A'**. Consultant will be entitled to a rate increase based on the change in the Consumer Proce Index for the region on July 1st of each year.

FISCAL IMPACT:

Building and safety services are accounted for in the annual City Budget. Building and safety services are largely driven by construction and development activities, which generate revenues collected as part of permit fees.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH CSG CONSULTANTS, INC. FOR BUILDING AND SAFETY SERVICES

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 25, 2020, the City of Kerman (City) entered into an agreement with CSG Consultants, Inc. (Consultant) for building and safety services; and

WHEREAS, a First Amendment to the Agreement was approved and expired on June 30, 2023, yet, funds were allocated in the FY 23/24 City budget to continue the services provided by Consultant; and

WHEREAS, on August 9, 2023, the City Council approved a Second Amendment to continue CSG services through June 30, 2026, and

WHEREAS, City and Consultant now desire to further extend the term of the Agreement through June 30, 2029, and adopt new service rates.

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

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

SECTION 2. The Council approves Amendment No. 3 to the Agreement with CSG Consultants Inc. for Building and Safety Services and the updated Rate and Fee Schedule (**Exhibit 'A'**), effective July 1, 2026.

SECTION 3. The City Manager or his/her designee is authorized to execute Amendment No. 3.

SECTION 4. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF KERMAN AND CSG CONSULTANTS, INC. FOR BUILDING AND SAFETY SERVICES

This Third Amendment to Agreement with CSG Consultants, Inc. for Building and Safety Services is entered between the City of Kerman, a California municipal corporation, (hereinafter referred to as "CITY") and CSG Consultants, Inc. (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 25, 2020, the City of Kerman (City) entered into an agreement with CSG Consultants, Inc. (Consultant) for building and safety services; and

WHEREAS, a First Amendment to the Agreement was approved and expired on June 30, 2023, and

WHEREAS, a Second Amendment was approved on August 9, 2023, through June 30 2026, and

WHEREAS, City and Consultant now desire to extend the term of the Agreement through June 30, 2029, and adopt new service rates.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 2 titled "Term of Agreement" is amended to read as follows:

   Term of Agreement. This Agreement shall be effective from July 1, 2026 to June 30, 2029, subject to any earlier termination in accordance with this Agreement.

2. Section 3 titled "Compensation" is amended to read as follows:

   Compensation. Effective July 8, 2026, CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be at the rate and schedules attached hereto as Exhibit 'A – 1', referred to as "Third Amendment To Fee Schedule", which includes flat rate, cost recovery, and hourly charges.

3. Except as amended by this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

(Signatures on Following Page)

IN WITNESS HEREOF, the Parties have caused this Third Amendment to the Agreement to be executed by their duly authorized representatives as set forth below.

CITY OF KERMAN, A municipal corporation

_____
John Jansons, City Manager
Date: _____, 2026

CSG CONSULTANTS, INC.

_____
Cyrus Kianpour, President
Date: _____, 2026

ATTEST:

_____
Dalia Santana-Zamudio, City Clerk
Date: _____, 2026

APPROVED AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney
Date: _____, 2026

CSG CONSULTANTS
Employee-Owned

Exhibit 'A'

Fee Schedule

Effective July 01, 2026

CSG Consultants' fee schedule for proposed services is provided below.

PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE
Building Plan Review by Percentage	
Full Building Plan Review by Percentage	65% of Agency's Building Plan Check Fees
Structural Only Plan Review by Percentage	50% of Agency's Building Plan Check Fees
Expedited Plan Review by Percentage	95% of Agency's Building Plan Check Fees
Minimum Plan Review Fee Per Project (See Exclusions)	$250
Building Plan Review Hourly Rates (Minimum 1-Hour Per Submittal)	
Building Plan Review	$143
Building Plan Review - Professional Engineer	$180
Structural Only Plan Review	$210
CASp Plan Review/Consultation	$200
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
Building Department Services	
Permit Technician	$85
Senior Permit Technician	$95
CASp Inspection	$200
Building Inspector	$120
Senior Building Inspector	$150
Building Official	$198
Administration/Plan Processing	$100

TERMS

- *Plan reviews based on a percentage of the agency's plan check fees include the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate.*
- *The minimum plan review fee per project for percentage-based reviews excludes solar, energy storage system (ESS), and electric vehicle charging station (EVCS) reviews.*
- *RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency.*
- *Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the agency and CSG.*
- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the agency prior to proceeding.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *Hourly rates for publicly funded projects will be based on current prevailing wage rates.*
- *On July 1st or anniversary of the contract start date, CSG will initiate a rate increase based on the change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed,*

payment terms are 30 days from receipt of invoice.

- *This fee proposal is valid for a period of 90 days from date of submittal.*
- *If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.*
- *Administration/Plan Processing fees are incurred for specific additional services requested by the agency beyond the normally provided CSG administrative services which typically include coordinating the pick-up and return of plans; performing scanning, collating, and tracking; and providing plan review status updates to the agency. Cost for additional services will be negotiated based on the type of request with a minimum fee based on 0.5 hours of service per project.*
- *Building Department Special Projects may include developing and establishing the following: building department workflows and relationships with other internal agency departments, building permit code requirements, inspector and permit technician responsibilities, criteria for over-the-counter plan review and out-to-plan check projects, transmittals and routing processes, Building Department handouts for different project types; and may include other duties as assigned by the agency.*
- *When requested, Building Grading Plan Review is limited to on-site general grading within the boundary of the proposed site and the disturbed area. The review is within the scope of the building permit and excludes any off-site reviews or analysis outside of the area covered by the building permit and the plan check submittal. Review will include compliance with CBC Appendix J (if the jurisdiction has adopted it), CBC Chapter 18, and applicable jurisdictional ordinances and requirements. If the agency requests a review beyond the requirements in CBC Chapter 18, Appendix J, and City Ordinances, fees will be charged according to CSG's hourly rates for Land Development and Engineering services..*
- *For hourly projects only, performance of plan review services utilizing the agency's adopted plan review software (e.g., ProjectDox or Bluebeam Studios) to, for example, markup plans with corrections and redlines and/or coordinate with other internal agencies, may involve additional time being added to the plan review time at the associated plan review rate.*

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Approval of Contract No. 27-0121 Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging (TJ)

RECOMMENDATION: Council adopt a resolution approving Contract No. 27-0121 Title III C1 Congregate Nutrition Site Management with the Fresno-Madera Area Agency on Aging and authorizing the City Manager to execute the 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 annually, 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 the grantor FMAAA, under the Older Americans Act Title III C1 Congregate Nutrition, Federal CDFA No. 93.045. This resolution serves as an update to reaffirm the annual execution of the FMAAA Nutrition Program contract.

The $25,500 FMAAA grant funds are used solely for in-center meals for seniors who most need a nutritious meal. The amount offsets the labor expenditures of the full-time Senior Services Coordinator, who manages the program daily, and helps cover nutrition site supplies and other related expenses. While this amount has fluctuated over the years, the funds continue to supplement operational costs, ensuring that senior residents of Kerman receive a nutritionally balanced meal.

FISCAL IMPACT:

Annual FMAAA funds are crucial for sustaining the nutrition program at the Kerman Senior Center. The grant funding helps to provide supplies and offset staffing expenses.

ATTACHMENTS:

A. FMAAA YR 26-27 Award Letter
B. Resolution w/Exhibit

Fresno Madera
Agency on Aging
Change The Way You Age

June 30, 2026

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: 27-0121, Title III C1 Congregate Nutrition Site Management:
Kerman Senior Center $25,500 Maximum expenditure

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

We will send the contract documents for completion and signature via DocuSign. Page i, *Documents Required to Execute Contract*, serves as a guide. All components will be provided electronically, and no physical copies are required. Exhibit B – Budget (Excel template) and Exhibit E – Program Narrative (Fillable PDF), included with this letter, are to be completed electronically and uploaded to DocuSign. DocuSign recipients were selected based on the 2026 Contract Contacts Update. Please contact mrobinson@fmaaa.org if signature permissions need to be changed.

Pending finalization of the Fiscal Year 2025–2026 Agreement, this letter serves as your authority to provide Title III C1 Congregate Nutrition Site Management under Contract No. 27-0121 effective July 1, 2026. This authorization remains in effect through August 31, 2026, or until the Agreement is fully executed, whichever occurs first.

The completed Agreement must be finalized and returned to FMAAA by Friday, August 14, 2026, forty-five (45) days from the date of this letter (Terms and Conditions Declaration, Article II. Agreement). If additional time is required (e.g., for governing board or city council approval), written notice must be provided to FMAAA prior to the expiration of the forty-five (45) day period.

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

Sincerely,

Signed by:
Hillaree D. Bennett
F7C18C4205AB492...

Hillaree Bennett
Program Director
hbennett@fmaaa.org

Attachment 'B'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING CONTRACT NO: 27-0121 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 a 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; 27-0121, 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 adopted by the City Council of the City of Kerman at a regular meeting held on the 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

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Exhibit 'A'

Fresno Madera
Agency on Aging
Change The Way You Age

June 30, 2026

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: 27-0121, Title III C1 Congregate Nutrition Site Management:
Kerman Senior Center $25,500 Maximum expenditure

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

We will send the contract documents for completion and signature via DocuSign. Page i, *Documents Required to Execute Contract*, serves as a guide. All components will be provided electronically, and no physical copies are required. Exhibit B – Budget (Excel template) and Exhibit E – Program Narrative (Fillable PDF), included with this letter, are to be completed electronically and uploaded to DocuSign. DocuSign recipients were selected based on the 2026 Contract Contacts Update. Please contact mrobinson@fmaaa.org if signature permissions need to be changed.

Pending finalization of the Fiscal Year 2025–2026 Agreement, this letter serves as your authority to provide Title III C1 Congregate Nutrition Site Management under Contract No. 27-0121 effective July 1, 2026. This authorization remains in effect through August 31, 2026, or until the Agreement is fully executed, whichever occurs first.

The completed Agreement must be finalized and returned to FMAAA by Friday, August 14, 2026, forty-five (45) days from the date of this letter (Terms and Conditions Declaration, Article II. Agreement). If additional time is required (e.g., for governing board or city council approval), written notice must be provided to FMAAA prior to the expiration of the forty-five (45) day period.

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

Sincerely,

Signed by:
Hillaree D. Bennett
F7C18C4205AB492...

Hillaree Bennett
Program Director
hbennett@fmaaa.org

Docusign Envelope ID: F4DEB999-372A-88A3-8213-C3AAFAF9EC78

Documents Required To Execute Contract

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

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

☐ **Page 2, Area Plan Grant Award Contract Signature Page**
- *Must include signature of individual named in Exhibit E as having primary, hands-on involvement & oversight of day-to-day operations; and signature of individual authorized by governing board to execute the contract (see Appendix A).*

☐ **Appendix A, Resolution of Authorization to Contract**
- *Must contain the signature of the Chair of the service provider's governing board. Appendix A is required and may be uploaded separately in DocuSign along with any additional board resolution documentation required by the provider's governing board.*

☐ **Appendix B, Contractor Certification Clauses**
- *Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).*

☐ **Appendix C, Information Integrity and Security Statement**
- *Must contain the signature of the individual authorized by the governing board to execute the contract (see Appendix A). Also check appropriate box under "Certify" at bottom of page 2 to indicate 128-bit Encryption compliance status.*

☐ **Appendix D, Method of Providing Audit Compliance**

☐ **Exhibit F, Service Provider Emergency Resource Information**

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

☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
- *Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A). Only page 1, signature page required (do not submit pages 2-6).*

☐ **Exhibit B, Budget**
- *Email Excel version to **pbustamante@fmaaa.org** and **pcontreras@fmaaa.org**; and attach to the Documents Upload Page at the end of the contact file.*

☐ **Exhibit E, Program Narrative**
- *Complete editable pdf version sent via email and attach to the Documents Upload Page at the end of the contact file.*

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

☐ **List of all proposed subcontractors for this Agreement (if any),**
- *Following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.*

☐ **Certificate(s) of Insurance**
- *Please review Article XV of Agreement prior to arranging for certificate to ensure all contractual requirements for insurance certificate are met and specific contract language included on certificate.*

☐ **IRS Determination Letter of Tax-Exempt Status**
- *Only if a non-governmental organization*

☐ **Organizational chart, including names and position titles for contracted program**

☐ **Job Description and Resume**
- *For the individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*

☐ **List of Governing Board members**

☐ **List of Advisory Council or Advisory Committee members** *(if applicable)*

☐ **Current documents** *(i.e. flyers, brochures) used to promote the* **contracted program**

☐ **CDA Privacy and Information Security Awareness Training Certificates**

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Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Article I. Definitions And Resolutions of Language Conflicts, Section X	"Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.	"Subcontract" Any form of legal agreement between the Contractor and the subcontractor, including an agreement that the Contractor or subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services for the subcontractor to carry out part of a federal award received by the Contractor under this Agreement. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program.	Clarification
Article V. Assurances, Section L	The contractor and its subcontractor shall comply with the Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."	1. In 2011, Governor Jerry Brown issued an executive memo that has banned state agencies and departments from spending taxpayer money on promotional items, which he named "S.W.A.G". S.W.A.G. stands for "Stuff We All Get." The executive memo has not been overturned and is still in effect; accordingly, all entities that receive state funds must adhere to the executive memo. <u>SPECIFIC EXAMPLES OF S.W.A.G.</u> In the executive memo, Governor Brown named specific items that constitute S.W.A.G., which he defined as "free giveaway and gift items," including key chains, squeeze toys, pens, hats, trinkets, shirts, cups, flashlights, ashtrays, and other "unnecessary" items. This	Clarification

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

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

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Budget Revisions , Section C, Item 1		and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]	Modified Total Direct Cost (MTDC)
Article VIII. Payment, Sections C, D, and E	New	C. The Agency on Aging shall process and approve reported expenditures that are based upon actual, not estimated expenditures. The Agency on Aging shall notify the Contractor of any disputed expenditures. D. The Contractor shall submit timely expenditures to the Agency on Aging. Late expenditures may lead to a delay in payment until the following month. E. Upon written request by the Agency on Aging, the Contractor must submit additional documentation or justification to support the reported expenditures.	Clarification
Article XIV. Audit Requirements, Section C, Item 1	Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public	Contractors that expend $1,000,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521. A copy shall be submitted to the Agency on Aging's physical address:	Clarification

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	Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521. A copy shall be submitted to the Agency on Aging's physical address:		
Article XIV. Audit Requirements, Section G, Item 1	Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521.	Ensuring that subcontractors expending $1,000,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521.	Clarification
Article I. Definitions And Resolutions Of Language Conflicts. Section EE.	New	"Wait List" means a list of individuals eligible for an OAA service, established and maintained by the service provider, when the service provider has reached capacity and is unable to provide the OAA service to all eligible individuals who request the service.	Clarification

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Area Plan Grant Award

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Area Plan Grant Award

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EXHIBITS

Program Exhibit.....Exhibit A
Budget .....Exhibit B
Annual Summary of Activities.....Exhibit C
Program Cost Efficiency.....Exhibit D
Program Narrative.....Exhibit E
Service Provider Emergency Resource Information..... Exhibit F

ADDITIONAL DOCUMENTS

CDA Privacy and Information Security Awareness Training Requirement .....
DocuSign Documents Upload Page .....

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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 720
South 8th Street
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, 2026 to June 30, 2027, subject, however, to earlier termination as provided herein.

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

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

Approved by Fresno-Madera Area Agency on Aging Governing Board on May 13, 2026.		
Federal 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.:	27-0121 IService: I Site Management	
Site:	**12-Month Funding Cycle**	**Contract Period Grant Amount**
Kerman Senior Center	July, 1 2026 to June 30, 2027	**$25,500 Maximum Expenditure**
	1st Qtr. Maximum	**$5,100**

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.

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FOR SERVICE PROVIDER:

Signature of individual named in Exhibit E, 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
DocuSigned by: John Jansons C88DD422AEE94CC...	6/30/2026
Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
John Jansons	City Manager
Type Name	Title
94-60000351 NA	
Contractor Federal Employer I.D. Number:	Contractor Unique Entity ID:

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jamie Sharma	Executive Director
Type Name	Title

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

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

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

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

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

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

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

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

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

H. "CCR" means California Code of Regulations.

I. "CFR" means Code of Federal Regulations.

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

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

M. OAA: Means Older Americans Act

N. OCA: means Welfare and Institutions Code §9541 of the Mello-Granlund Older Californians Act

O. OMB: Means Federal Office of Management and Budget

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

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

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

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

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

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

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

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

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

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

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V. "Reimbursable item" also means "allowable cost" and "compensable item."

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

X. "Subcontract" Any form of legal agreement between the Contractor and the subcontractor, including an agreement that the Contractor or subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services for the subcontractor to carry out part of a federal award received by the Contractor under this Agreement. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program.

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

Z. "USC" means United States Code.

AA. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of this Agreement.

BB. "W&I" means California Welfare and Institutions Code.

CC. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.

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

1. The Grant Terms and Conditions

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

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

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

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

6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is

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available under the HHS Policy Requirements Topic at:
https://www.hhs.gov/grants.grants.grants-policies-regulations/index/html

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

ARTICLE II. AGREEMENT

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

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

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

ARTICLE III. TERM OF AGREEMENT

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

B. The term of this Agreement is from July 1, 2026, through June 30, 2027, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding. Renegotiation shall consider service provider expenditures, service units, and cost standards during renegotiation.

C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a volunteer and may not be reimbursed or compensated.

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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.

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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.

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3. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

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

1. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

2. The Contractor shall ensure compliance with the following federal regulations:
   a. Clean Air Act, as amended. (42 USC § 7401)
   b. Federal Water Pollution Control Act, as amended. (33 USC § 1251et seq.)
   c. Environmental Protection Agency Regulations (40 CFR 29) (Executive Order 11738)

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

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.

2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:

   a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than ten percent (10%).

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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)

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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.

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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.

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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

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anyone other than Agency on Aging personnel or programs without prior written authorization from the Agency on Aging or the California Department of Aging.

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

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

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

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

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

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

4. Use Restrictions

The contractor shall not use any Agency on Aging or California

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Department of Aging PSCI for any purpose other than performing the contractor's obligations under this agreement.

5. Safeguards and Security

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

a. Technical Security Controls:

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

b. Removeable Media Devices

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

c. Patch Management

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

d. Transmission and Storage of PSCI:

All persons that will be working with Agency on Aging PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is

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unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such

e. Minimum Necessary:

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

f. Antivirus Software:

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

g. Data Security:

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

h. Mailing:

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

i. Security Officer:

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

j. Mitigation of Harmful Effects:

The Contractor shall mitigate, to the extent practicable, any harmful

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effect that is known to the contractor of a use or disclosure of PSCI and other confidential information in violation of the requirements of this Agreement.

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

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

6. Employee Training

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

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

8. Access to Practices, Books and Records

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

9. Special Provision for SSA Data

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

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10. Breaches and Security Incidents

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

a. Notice to the Agency on Aging

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

i. Unsecured Agency on Aging PSCI if the Agency on Aging PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.

ii. Any suspected security incident which risks unauthorized access to Agency on Aging PSCI and/or other confidential information.

iii. Any intrusion or unauthorized access, use, or disclosure of Agency on Aging PSCI in violation of this agreement: or

iv. Potential loss of confidential data affecting this agreement

v. Notice via email shall be made using the current CDA 1025 “Information Security Incident Report: form and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/

vi. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of Agency on Aging PSCI, the Contractor shall:

a. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach: and

b. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State Laws and regulations.

b. Investigation of Security Incident Breach

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

c. Complete Report

The contractor shall provide a complete report of the investigation to Agency on Aging within (10) working days of the discovery of the

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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

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

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

11. Contact Information

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

Agency on Aging Privacy Officer:

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

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

Agency on Aging Information Security Officer:

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

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

13. Responsibility of Agency on Aging

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

14. Audits, Inspections, and Enforcement

a. Agency on Aging Right to Inspect

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

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

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

15. Miscellaneous Provisions

a. Disclaimer:

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

b. Amendment:

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

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

c. Assistance in Litigation or Administrative Proceedings

The contractor shall make itself, its employees, and agents available to the Agency on Aging at no cost to Agency on Aging to testify as witnesses in the event of litigation or administrative proceedings being commenced against Agency on Aging, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the contractor (except where the contractor or its subcontractor, workforce employee, or agent is a named adverse party).

d. No Third-Party Beneficiaries

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

e. Interpretation

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

f. No Waiver of Obligations

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

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

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

h. Data Sanitization

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

i. Survival

If return or destruction of Agency on Aging PSCI is not feasible upon the completion or termination of the contract, the respective rights, and obligations of the contractor under this Section shall survive the completion or termination of the contract between the contractor and the Agency on Aging. The contractor shall also limit further uses and disclosures of Agency on Aging PSCI to those purposes that make the return or destruction of the information infeasible.

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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.

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3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

K. Public Education and Information

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

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

1. **Educational** – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.

2. **Promotional** – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

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

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

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

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

   Contractors should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the Contractor, AAA, and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and

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audio). The Agency on Aging reserves the right to use materials developed by the Contractor, and/or subcontractor.

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

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

L. S.W.A.G Ban

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

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

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

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

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

   Promotional Materials-401

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

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

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

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

M. Advertising and Public Relations

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

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

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

Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval by the CDA Office of Communications prior to publication and dissemination. The use of CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the contractor. If the CDA logo or CDA mention is used, the contractor shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact.

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

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period.

N. Approval Requirements for Advertising and Public Relations

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

Approval Required:
Materials that use the CDA logo, including:

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

No Approval Required:

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

Social Media Posts
Approval Required:

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

No Approval Required:

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

Specific Scenarios and Examples

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

Submission Process

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

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

Questions

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

O. Copyrights/Trademarks

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

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.

2. Any right of copyright/trademark to which a contractor or subcontractor purchases ownership with grant funds.

P. Lobbying Certification

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Q. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

R. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

S. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.

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a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

i. Copeland “Anti-Kickback” Act [18 USC §874, 40 USC §3145] [29 CFR §3];
ii. Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];
iii. Contract Work Hours and Safety Standards Act [40 USC §3701 et seq.] [29 CFR §5, 6, 7, 8]; and
iv. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].

b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by the Agency on Aging.

c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making any fund or budget transfers between construction and non-construction.

T. Grievance Process

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

a. Time frames within which a complaint will be acted upon.

b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor’s review.

c. Confidentiality provisions to protect the complainant’s rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual’s consent.

2. The Contractor shall notify older individuals of the grievance process available to them by:

a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas

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in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.

3. Complaints may involve, but not be limited to, any or all of the following:

a. Amount or duration of a service.

b. Denial or discontinuance of a service.

c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.

4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

U. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.

2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.

3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.

4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

V. Community Focal Points

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

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received to perform services outlined within agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

3. In State:

   Mileage/Per Diem (meals and incidentals)/Lodging
   https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

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

   This is not to be construed as limiting the contractor from paying any differences in costs, from funds other than those provided by the Agency on Aging, between the CalHR rates and any rates the contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

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

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

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted

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Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]

2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.

3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

C. Financial Management Systems

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

1. Financial Reporting.

2. Accounting Records.

3. Complete Disclosure.

4. Source Documentation.

5. Internal Control.

6. Budgetary Control.

7. Cash Management (written procedures).

8. Allowable Costs (written procedures).

D. Unexpended Funds

1. No later than December 23 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.

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

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

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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:

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

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

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

H. Fiscal Provisions

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

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

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

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

ARTICLE VII. BUDGET AND BUDGET REVISION

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

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is April 30, 2027.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed fifteen percent (15%) of the Contractor's MTDC per funding category.

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

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

2. The contractor requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

3. Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and Title VII programs only. Contractors must receive prior approval from the federal awarding agency, through the Agency on Aging with approval from the California Department of Aging, prior to budgeting the excess indirect costs as in-kind.

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

D. 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.

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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

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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.

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

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

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

F. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contract as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

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

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

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

J. Closeout

1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) to the Agency on Aging by July 15, 2027. All contractors are required to submit Program Property Inventory Certification annually, at the time of closeouts, to CDAEquipment@aging.ca.gov or as instructed by FMAAA. If Agreement is terminated or cancelled prior to June 30, 2027, the *Financial Closeout Report* and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

ARTICLE IX. SUBCONTRACTS

A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.

B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.

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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.

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K. In the case of small contracts, not over $100,000 in the aggregate, the contractor may need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. [22 CCR 7352(g).] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profit entities, as follows:

1. Pre-Award Review: Prior to informally selecting the for-profit entity with which to contract or obtain the purchase, the AAA shall submit the following to CDA for review and approval for small contracts (under $100,000 in the aggregate):

   a. Documentation that the aggregate value of the contract with any entity is less than $100,000.

   b. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists.

   c. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead.

2. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met.

3. The AAA shall maintain all of the following for a period of three years after final payments are made and all other pending matters are closed:

   1) Copies of all approved bids or proposals and any amendments or changes thereto.
   2) A statement of the criteria used to approve awards.
   3) Copies of the award documents and contracts entered into pursuant to Section 7364.
   4) Other information as requested by 45 CFR 92.36(b), [CCR Title II, Section 7352(h) as well as CDA's determination letter.

4. Because "requirements" under a particular contract likely have distinct and itemized values, considering these distinct values together likely provides the most reasonable way of viewing the meaning of "aggregate" for purposes of determining whether the small contract procurement procedures may be used for a particular contract under 22 CCR 7352 (g). As such, aggregate likely means the combined total estimated value of each requirement for a particular contract. This would require the contractor to assess its known contract requirements in the planning phase and estimate the value of each requirement. If those requirements

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in the aggregate are not more than $100,000, the small contract procedures may be used.

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

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

1. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)].

2. All bid proposals received. [22 CCR 7362(a)(2)].

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

4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR7356].

M. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met. The Contractor must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as the Agency on Aging's determination letter. Where a program may be contracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the contracted program by an independent audit firm.

N. The contractor shall refer to 2 CFR 200.331, Subpart D-Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D-Subrecipient and Contractors Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the contractor shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.

O. The Contractor shall utilize procurement procedures as follows:

1. The Contractor shall obtain goods and services through open and competitive awards. Each contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the

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procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exceptions are contained in 22 CCR 7360(a) and 22 CCR 7360(d). The Contractor issuing a noncompetitive award must comply with 22 CCR 73600 (b)-(d).

ARTICLE X. RECORDS AND REPORTS

A. Records

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

2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:

   a. Until an audit of the July 1, 2026 through June 30, 2027 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit and Risk Management Branch;

   b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and

   c. For such longer period as the Agency on Aging or the State deems necessary.

3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept

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available until every action has been cleared to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.

5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.

6. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this section. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.

2. The Contractor shall assure that all financial and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.

4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a “first in-first out” method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

6. Upon request, the Contractor will provide information and supporting documentation on any activities funded in-part or in-whole with the supplement funding.

ARTICLE XI. PROPERTY

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

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

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

B. Property acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements (SAM 8610.5):

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $500 (a desktop or laptop setup is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. Equipment/Property with per unit cost over $500 or any computing devices, regardless of cost, requires justification from the Contractor and approval from the California Department of Aging and the Agency on Aging. The Contractor must submit a detailed listing of planned Equipment/Property purchases in its budget to the Agency on Aging (*Schedule of Program/Site Supplies and Equipment Purchases*, page 4 of Exhibit B, *Budget*). Please note an approved budget is not approval for equipment purchases. The Agency on Aging will notify the Contractor when the California Department of Aging has rendered an approval decision.

E. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:

1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.

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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

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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.

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Q. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

R. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

S. If purchase of property is a reimbursable item, the property to be purchased will be specified on an approved Budget.

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

ARTICLE XII. ACCESS

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

ARTICLE XIII. MONITORING AND EVALUATION

A. Welfare and Institution Code (WIC) (Division 8.5 Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100-9118.5] Article 1. General provisions [9100-9114] Section 9102 (a)) states that the State Unit of Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight, monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.
The Agency on Aging conduct onsite/remote monitoring visits to ensure that the contractor(s) are in compliance with all federal and State laws, regulations, policies, contracts or grant agreements (Administrative); Performance goals are achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every two years as resources permit.

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

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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

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Agreement shall contain a clause permitting any duly authorized representative of the federal or State government and the Agency on Aging access to the supporting documentation of said audit firm(s).

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

B. CDA Fiscal and Compliance Audits

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

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

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

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

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

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

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

C. Contractor Single Audit Reporting Requirements

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

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

2. The copy shall be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

3. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal

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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.).

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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]

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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

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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

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CFR §75 Appendix V to Part 75 F.1], and Non-Profit Organizations [45 CFR §75 Appendix IV to Part 75 C.2.a])

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

ARTICLE XV. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. **General Liability** of not less than $1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).

2. **Automobile Liability, including non-owned automobile liability**, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

   If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
   - $ 750,000 if seating capacity is under 8.
   - $1,500,000 if seating capacity is 8–15.
   - $5,000,000 if seating capacity is over 15.

3. **Professional Liability** of not less than $1,000,000 as it appropriately relates to services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

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

C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.

D The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

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1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

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

   Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its physical address (2520 West Shaw Lane, Suite 101A, Fresno, CA 93711) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation, or undertake self-insurance in accordance with the provisions of the California Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Cal. Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

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

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ARTICLE XVI. DONATIONS

A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:

1. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.

2. Any Title III or Title VII-A client who does not contribute toward the cost of the services received shall not be denied services.

3. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.

4. Each Contractor will:

   a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;

   b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;

   c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

   d. Establish appropriate procedures to safeguard and account for all contributions.

   e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

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

   The Agency on Aging may, at its discretion, decline to negotiate additional one-year Agreement periods with the Contractor beyond the initial one-year contract award term, or, as a result of the Request for

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Proposal process, reject the Contractor's proposal for provision of service beyond the term of this Agreement; in such cases, the Agency on Aging shall provide a minimum of thirty (30) days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the term of this Agreement.

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

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

2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.

3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

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

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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.

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3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.

C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

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

   The Contractor shall:

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

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

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

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

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

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

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

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adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.

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

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

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

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

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

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

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

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

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ARTICLE XX. NOTICES

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

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current physical address, 2520 West Shaw Lane, Suite 101A, Fresno, CA 93711, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

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

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APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the 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, 2026, to June 30, 2027, including any subsequent amendments and all necessary supporting documents.

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

Signature of Chair
Governing Board

Date

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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.

The City of Kerman	94-60000351	NA
Contractor/Vendor Name (Typed)	*Federal ID Number*	*Contractor Unique Entity ID*

DocuSigned by:
John Jansons
C88DD422AEF94CC...

6/30/2026

Authorized Signature *Date Executed*

John Jansons City Manager

Name and Title of Person Signing (Typed)

CONTRACTOR CERTIFICATION CLAUSES *Source: State of California CCC 04/2017*

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

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State and Fresno-Madera Area Agency on Aging agreements if the department

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APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**

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

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of

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APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

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

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

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APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

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

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

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APPENDIX C
INFORMATION INTEGRITY AND SECURITY STATEMENT

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

ACKNOWLEDGE:

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

MEET THE FOLLOWING REQUIREMENTS:

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

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APPENDIX C
INFORMATION INTEGRITY AND SECURITY STATEMENT

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

CERTIFY:

To protect PSCI information by:

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

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

_____X_____ 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.

John Jansons — City Manager

Provider Printed Name and Title

DocuSigned by:
John Jansons
C88DD422AEF04CC...

Provider Signature

6/30/2026

Date

Title III C1 - Elderly Nutrition Site Management

Program Name

27-0121 - City of Kerman

Contract Number

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APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

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

1. **Review Article XIV of this Agreement (Audit Requirements).**

2. Place an **X** in the appropriate box below:

[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	2027
Month	Day	Year

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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

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APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report *(Form 186M)*

Due 7th working day of month:

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

Due 15th of each month:

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

Due 17th of month:

- **Title III B Legal Assistance**

*Monthly Title III C Elderly Nutrition Program Reports

Due 7th working day of month:

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

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

Quarterly Reports

Due 15th of month following reporting period:

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

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

Due 30th of month following reporting period:

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

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APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

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

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

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

B. Is not financially stable;

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

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

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

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

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

II. Sanctions

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

A. Withholding of funds;

B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;

C. Requiring preparation and implementation of an acceptable corrective action plan;

D. Additional contract monitoring;

E. Requiring the Contractor to obtain technical or management assistance;

F. Establishing additional prior approvals; and/or

G. Withholding authority to continue provision of service within a given funding period.

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

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

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

III. Notification to Provider

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

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A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

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

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

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

IV. Unresolved At-Risk Condition(s)

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

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APPENDIX G

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

I. Actions Subject to Appeal

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

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

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

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

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

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

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

II. Method of Notification

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

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

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

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

III. Process

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING
2520 WEST SHAW LANE, SUITE 101A, FRESNO CA 93711
MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711

PROGRAM CONTACT LIST FOR SERVICE PROVIDERS
Telephone Number for All Contacts: (559) 214-0299
Fax Number for All Contacts: (559) 243-5918

Jamie Sharma – Ext. 500
Executive Director
Email: jsharma@fmaaa.org

Paul Bustamante – Ext. 501
Director of Finance
Email: pbustamante@fmaaa.org

Hillaree Bennett – Ext. 102
Program Director
Email: hbennett@fmaaa.org

Miles Robinson – Ext. 401
Administrative Manager
Email: mrobinson@fmaaa.org

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

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

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

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APPENDIX I

FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

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

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

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

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APPENDIX J

COMMUNITY FOCAL POINTS LIST

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

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

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging	2520 W. Shaw Ln. #101A	Fresno, CA 93711
Clovis Senior Center	753 3RD St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Del Rey Senior Citizen's Center	10661 Morro Ave	Del Rey, CA 93616
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Inspiration Park	5770 W Gettysburg Ave	Fresno, CA 93722
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Oasis Adult Day Program	5363 N. Fresno St.	Fresno, CA 93710
Parlier Senior Center	690 S Newmark Ave	Parlier, CA 93648
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Selma Senior Center	2301 Selma St	Selma, CA 93662
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644
Coarsegold Community Center	35610 CA-41	Coarsegold, CA 93614
North Fork Scout Center	33507 Rd. 230	North Fork, CA 93643

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

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

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

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

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

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

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

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Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

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EXHIBIT A

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

I. Definitions Specific to Title III Programs:

A. **Program Requirements** is defined as Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC). Comply with all provisions in CCR 7630-7638.13 Elderly Nutrition Program found here: https://www.law.cornell.edu/regulations/california/title-22/division-1.8/chapter-4/article-5

B. **Title III C1 Congregate Nutrition Services** Nutrition services provided to older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)].

1. Be open to the public [45 CFR §1321.53(b)(3)].

2. Not means test [OAA §315(b)(3)].

3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service [OAA §315(b)(4), 22 CCR §7638.9].

4. Not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR §200.403(f), 45 CFR §75.403(f)].

C. **Title III C2 Home-Delivered Nutrition Services** nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening.
Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

D. **Eligible Service Population:** is defined as individuals sixty (60) years of age

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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

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

F. **CRFC** means the California Retail Food Code, which is a uniform statewide health and sanitation standard for facilities, found in Section 113700 et seq., California Health and Safety Code.

G. **Urban**, all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

H. **Rural:** All territory, population ad housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the Fresno-Madera Area Agency on Aging (Agency on Aging) to recover costs associated with this process.

J. **Eligible Meal** is defined as meals served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and complies with the most current Dietary Guidelines for Americans.

K. **Individual with a Disability** is defined as a condition attributable to mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: (1) Self-Care, (2) Receptive and expressive language, (3) Learning, (4) Mobility, (5) Self-Direction, (6) Capacity for independent living, (7) Economic self-sufficiency (8) Cognitive functioning (9) Emotional Adjustment. Title 22 CCR 7630

L. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and Agency on Aging mandated training in compliance with Title 22, CCR §7635.5.

II. Scope of Work

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

A. Assurances

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

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

2. Meal Count Allocation

   a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, §7638.7.

   b. The Agency on Aging reserves the right to allocate meal quantities for the Elderly Nutrition Program. The service provider may be held financially responsible, at the Current Meal Rate, for all meals ordered which exceed the site's assigned allocation. The Agency on Aging has the option to increase or decrease the meal target allocations to individual sites in the event of changes in available funding, or changes in average service levels at individual meal sites.

   c. Only those meals that are served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans, are allowable and counted as meals served.

3. Site Management Responsibilities

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

   a. Assure accurate and timely completion of Client Intake forms, client rosters, daily meal sign-in sheets, Client Deactivation requests, and Nutrition Volunteer Summary reports for the Congregate and Home-Delivered Meals programs;

   b. Verify and order meal counts for Congregate (C1) and Home-Delivered (C2) meals no later than 12:00 noon the business day prior to the service day;

   c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation levels (however, this is not to be construed that the service provider is precluded from serving above allocation levels assigned by the Agency on Aging by using donations or other sources of revenue to supplement the number of meals;

   d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;

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e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);

f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;

g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.

h. Ensure client records are available only to authorized service staff assisting the individual, and keep client records in a secure, locked file cabinet to protect client confidentiality.

i. Recruit volunteers and paid staff, as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided annually for all volunteer food service staff, to include, at a minimum:

   i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.

   ii) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.

j. Identify and make known available services to eligible individuals through outreach efforts in their community;

k. Attend Agency on Aging Site Management in-service training meetings as required;

l. Comply with all Agency on Aging monthly memos and other Agency on Aging correspondence;

m. Procure and maintain food service and cleaning supplies inventories;

n. Post menus in a location easily seen by participants at each congregate meal site; ensure menus are legible and easy to read in the language of the majority of the participants; and ensure menus are available in large print;

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o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;

p. There shall be, at a minimum, a manger, and a paid staff or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;

q. Have restrooms, lighting, and ventilation which meet the requirements of the CURFFL;

r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;

s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;

t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for socialization with their peers and enhancement of a healthy and enriching lifestyle; and

u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to local law enforcement.

v. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.

w. Post-signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals near the contribution container at each congregate meal site. The guest fee shall cover all meal costs.

B. Additional Assurances

1. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

2. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.

3. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.

4. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to

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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

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Exhibit B

BUDGET

Instructions

Please review all instructions before preparing the budget.

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

Page 1: *Personnel Budget Detail*

Page 2: *Program Budget by Income Source*

Page 3: *Schedule of Funding Sources*

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

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

The following rules apply to all budget pages.

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

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Definitions:

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

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

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

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

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

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

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

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

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

[1] *Federal Grants Management Handbook* Grants Management Advisory Service, February, 1992, Subpart G Ss 74.51.
[2] *Federal Grants Management Handbook* Grants Management Advisory Service, February, 1992, Subpart G Ss 74.53.

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included in the cost allocation plan. This plan must have the prior approval from the FMAAA before being used.

Personnel Costs- Annual full-time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:

i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

   1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

   2. Be incorporated into the official records of the non-federal entity;

   3. Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

   4. Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocations bases; or an unallowable activity and a direct or indirect cost activity.

   5. Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.

ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal award must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

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Personnel Budget Detail (Budget Page 1 of 4)

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

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

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

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

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

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

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

General Instructions:

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

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

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

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

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

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

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Schedule of Funding Sources (Budget Page 3 of 4)

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

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

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

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(Revised June 2024)

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

CONTRACTING AGENCY: _____ **CONTRACT NO:** _____
PROGRAM: Title III C1 - Site Management **REVISION NO:** _____

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. DO NOT USE FOR FUTURE USE ONLY	G. PROGRAM INCOME	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
1.	Salary									
2.	Salary									
3.	Salary									
4.	Salary									
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
	Total Salaries		***Page 2 Line 1 a -----***>							
	Total Payroll Taxes		***Page 2 Line 1 b -----***>							
	Total Benefits		***Page 2 Line 1 c -----***>							
	TOTAL PERSONNEL COSTS		***Page 2 Line 1 -----***>							

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

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

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EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM:	Elderly Nutrition Program Site Management
SERVICE PROVIDER:	City of Kerman
CONTRACT NUMBER:	27-0121 - City of Kerman
SITE:	Kerman Senior Center
CONTRACT EFFECTIVE:	Date of FMAAA Executive Director Signature on Page 2 to June 30, 2027

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

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

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

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EXHIBIT D

PROGRAM COST EFFICIENCY

Not Applicable –

Elderly Nutrition Program
Site Management

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EXHIBIT E
PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

Organization Name	**Year Established**

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

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.	
Program/Service	# of Years

2. SERVICE AREA

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

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EXHIBIT E
PROGRAM NARRATIVE

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

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

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EXHIBIT E
PROGRAM NARRATIVE

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

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

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EXHIBIT E
PROGRAM NARRATIVE

4. CONFIDENTIALITY PROCEDURES

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

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

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EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Title III C1 Nutrition Site Management

5. PROGRAM DESCRIPTION

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

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

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EXHIBIT E
PROGRAM NARRATIVE

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

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the most recent year services were provided. Do not use real names.

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EXHIBIT E
PROGRAM NARRATIVE

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Name	*Title*
Telephone Number	*E-mail Address*

→ ***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

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EXHIBIT E
PROGRAM NARRATIVE

8. SERVICE PROVIDER TIME FRAME

What days and hours will the Nutrition Site Management program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time

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

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EXHIBIT E
PROGRAM NARRATIVE

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the performance during the most recent year services were provided, identify areas that your organization could focus on for improvement of the contracted program.

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

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EXHIBIT E
PROGRAM NARRATIVE

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

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

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EXHIBIT E
PROGRAM NARRATIVE

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

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

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EXHIBIT E
PROGRAM NARRATIVE

How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?
How does your organization reach **older adults who are ethnic minorities,** and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?

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EXHIBIT E
PROGRAM NARRATIVE

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

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EXHIBIT E
PROGRAM NARRATIVE

How does your organization reach **older adults with severe disabilities** *(severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)* to inform them of the contracted program and welcome them to participate?
How does your organization reach older adults with **Alzheimer's disease or related disorders** with neurological & organic brain disfunction, and the caregivers of these individuals, to inform them of the contracted program and welcome these older adults to participate?

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EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Kerman
Site Name	Kerman Senior Center
Street Address	720 S. 8th Street
City/ST/Zip	Kerman, CA 93630

Name of Primary Contact:	Theresa Johnson		
Job Title	Cell Phone	Office Phone	Email Address
Community Services Director	559-681-2750	559-550-0956	tjohnson@cityofkerman.gov

Name of Secondary Contact:	John Jansons		
Job Title	Cell Phone	Office Phone	Email Address
City Manager	559-286-1044	559-550-1414	jjansons@cityofkerman.gov

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

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

How many people can this facility provide emergency shelter for?	92
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:
NA

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CDA Privacy and Information Security Awareness Training Requirement

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

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

The training is available at:

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

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

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

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

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

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

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

DS

JJ

6/30/2026

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DocuSign Document Upload Page

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

	Appendix A - Resolution of Authorization to Contract • *Must contain the signature of the Chair of the service provider's governing board. Appendix A is required and may be uploaded separately in DocuSign along with any additional board resolution documentation required by the provider's governing board.*
	Appendix K, Request for Taxpayer Identification Number and Certification (W-9) • *Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A). Only page 1, signature page required (do not submit pages 2-6). Signature must be from the current year.*
	Exhibit B – Budget • *Budget Excel Template sent in initial email.*
	Exhibit E, Program Narrative • *Complete editable pdf version sent via email and attach here.*
	Certificate(s) of Insurance • ***Please review Article XV of Agreement prior to arranging for certificate*** *to ensure all contractual requirements for insurance certificate are met and* ***specific contract language*** *included on certificate. This includes the General Liability Certificate of Insurance and the Workers Compensation Certificate of Insurance documents.*
	IRS Determination Letter of Tax-Exempt Status • *Only if a non-governmental organization.*
	Organizational Chart • *Include the names and position titles for contracted program.*
	Job Description and Resume • *For the individual named on Exhibit E who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.*
	List of Governing Board members *(Required)* **and List of Advisory Council Members** *(If Applicable)*
	CDA Privacy and Information Security Awareness Training Certificates • *Please see previous page.*

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DocuSign Document Upload Page

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

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Pacific Gas and Electric Joint Use Agreement for the Vineland Avenue Widening Project from Whitesbridge Road to 660' to the South (JG)

RECOMMENDATION: Council adopt a resolution approving an agreement with Pacific Gas and Electric (PG&E) for joint use of public street right-of-way for the Vineland Avenue Widening Project from Whitesbridge Road to 660' to the South.

EXECUTIVE SUMMARY:

The Vineland Avenue Widening Project from Whitesbridge Road to 660' to the south (Project) will construct a segment of Vineland Avenue to its ultimate width of 84'. Work will include sidewalk construction, sewer and water surface elevation adjustments, storm drain inlets relocation and electrical facilities relocation.

A joint use agreement (agreement) with PG&E is necessary for implementation of the Project. The agreement will allow for relocation of PG&E's electrical facilities. The relocations will extend electrical services across the widened public right-of-way thereby necessitating PG&E's preservation of existing rights for continued service to its customers.

FISCAL IMPACT:

Approval of this agreement, which pertains solely to right-of-way rights, does not itself create a financial obligation. However, under the terms of a previously executed Utility Agreement, the City is responsible for an estimated cost of $43,095.00 for PG&E to relocate its facilities into newly acquired City right-of-way.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A JOINT USE AGREEMENT WITH PACIFIC GAS AND ELECTRIC FOR THE VINELAND AVENUE WIDENING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, the City of Kerman seeks to widen a segment of Vineland Avenue from Whitesbridge Road to 660' to the south ("Project" or "Vineland Avenue Widening Project"); and

WHEREAS, the Project will construct sidewalk, adjust sewer and water surface elevations, relocate storm drain inlets, relocate electrical facilities and has already been environmentally assessed as required by the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Project will result in the ultimate right-of-way width of 84'; and

WHEREAS, implementation of the Project requires relocation of Pacific Gas & Electric (PG&E) facilities, resulting in extension of customers' electrical service across the widened right-of-way; and

WHEREAS, PG&E is the owner in possession of certain rights of way and easements; and

WHEREAS, PG&E requires preservation of rights within the widened public right-of-way; and

WHEREAS, the City Council desires to enter into the joint use agreement and authorize the City Manager to execute the same on behalf of the City.

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

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

2. The City Council approves the Joint Use Agreement with PG&E, attached as **Exhibit 'A'** and incorporated by reference. The City Manager is authorized to execute the Joint Use Agreement on behalf of the City, execute Certificate of Acceptance, and to take any other steps needed to complete and effectuate the same.

3. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

RECORDING REQUESTED BY AND RETURN TO: ***PACIFIC GAS AND ELECTRIC COMPANY*** ***300 Lakeside Drive, Suite 210*** ***Oakland, CA 94612*** ***Attn: Land Rights Library*** Location: City/Uninc_____ Recording Fee $_____ Document Transfer Tax $ _____ [ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911). [ ] Computed on Full Value of Property Conveyed, or [ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale [ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax _____ Signature of declarant or agent determining tax	(SPACE ABOVE FOR RECORDER'S USE ONLY)
LD# 2214-18-	AGREEMENT

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT, hereinafter called "**Agreement**", entered into this _____ day of_____, 20___, by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and the CITY OF KERMAN, a California municipal corporation, hereinafter called "**Agency**",

RECITALS

A. PG&E is the owner in possession of certain rights of way and easements hereinafter referred to as "PG&E's easement", described as follows:

The pole line and appurtenances installed and maintained on private property pursuant to a service agreement.

B. Agency has acquired certain rights of way and easements for public street and utility purposes in the vicinity of Vineland Avenue & Highway 180, City of Kerman, County of Fresno, hereinafter referred to as "Agency right of way", which said Agency right of way is subject to PG&E's easement.

C. PG&E's facilities installed pursuant to PG&E's easement will interfere with Agency's Vineland Avenue Widening Project, and Agency desires to eliminate such interference.

NOW, THEREFORE, PG&E and Agency hereby mutually agree as follows:

1. The location of PG&E's easement so far as it now lies within said Agency right of way is hereby changed to the strip of land within said Agency right of way, hereinafter referred to as "**New Location**", described as follows:

The heavy dashed line designated "New Location" as shown upon the print of PG&E's Drawing Number 35653485, attached hereto and made a part hereof.

2. Agency acknowledges PG&E's title to PG&E's easement in said new location and the priority of PG&E's title over the title of Agency therein. PG&E has and reserves the right and easement to use, in common with the public's use of Agency's right of way, said new location for all of the purposes for which PG&E's easement was acquired, without need for any further permit or permission from Agency. Except in emergencies, PG&E shall give reasonable notice to Agency before performing any work on PG&E's facilities in said new location where such work will be performed in, on or over

the traveled way or improved shoulders of said Agency right of way or obstruct traffic. PG&E shall make adequate provisions for the protection of the traveling public**.**

3. In the event that the future use of said Agency right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of PG&E's facilities then existing in said new location, the Agency shall notify PG&E in writing of such necessity and agree to reimburse PG&E on demand for its costs incurred in complying with such notice. PG&E will provide Agency with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Agency and the execution of a relocation contract, PG&E will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. PG&E shall make adequate provisions for the protection of the traveling public. No further permit or permission from Agency for such rearrangement shall be required and if such rearrangement shall require relocation of any of PG&E's facilities outside of said new location, Agency will (1) enter into PG&E's standard form of Joint Use Agreement covering the replacement location of PG&E's easement within the right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the right of way if necessary to replace PG&E's easement or any part thereof, and (3) reimburse PG&E for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that PG&E shall acquire such easement.

4. PG&E does hereby surrender and quitclaim to Agency all of PG&E's right, title and interest under and by virtue of PG&E's easement in the existing location within said Agency right of way and not included in said new location.

5. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of the Vineland Avenue Widening Project over, along and upon PG&E's

easement in the new location subject to PG&E's right and easement to use said new location for all of the purposes for which PG&E's easement was acquired and to the terms and conditions herein contained. PG&E does not by this Agreement and shall not be deemed to subordinate its rights in the new location to any use which Agency shall make of said area.

6. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's easement or the priority thereof over the title of Agency in said new location. Both Agency and PG&E shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which PG&E or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or PG&E in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

The parties have caused this Agreement to be executed by their respective duly authorized officials.

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By_____
Roger Leatherman
Supervisor, Land Rights

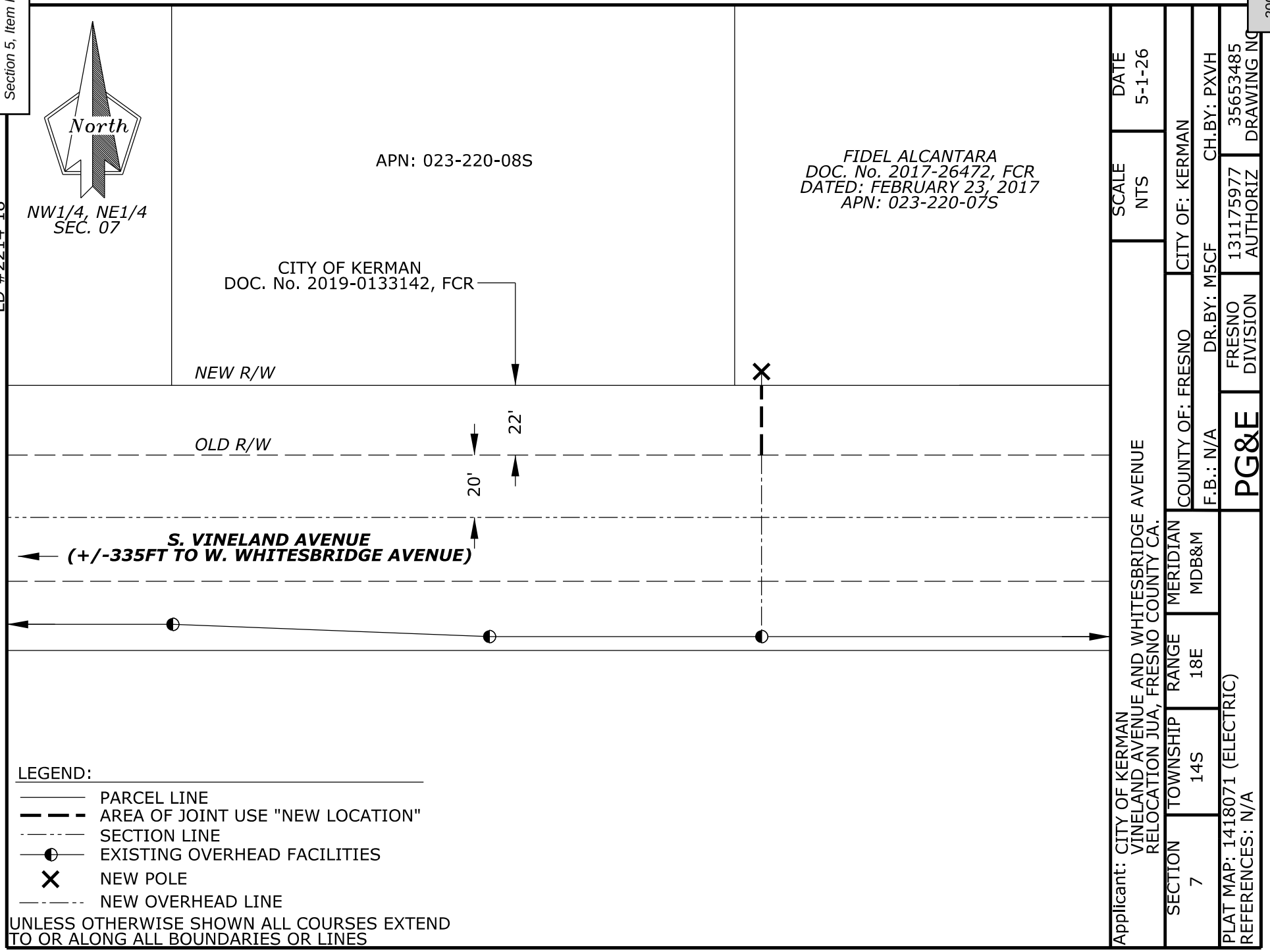
CITY OF KERMAN, a California municipal corporation

By_____

Name _____

Its _____

LD #2214-18-



LEGEND:

- PARCEL LINE
- AREA OF JOINT USE "NEW LOCATION"
- SECTION LINE
- EXISTING OVERHEAD FACILITIES
- NEW POLE
- NEW OVERHEAD LINE

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

Applicant: CITY OF KERMAN
VINELAND AVENUE AND WHITESBRIDGE AVENUE
RELOCATION JUA, FRESNO COUNTY CA.

DATE 5-1-26

SCALE NTS

CITY OF: KERMAN

COUNTY OF: FRESNO

CH.BY: PXVH

DR.BY: M5CF

F.B.: N/A

PG&E

FRESNO DIVISION

1311759977 AUTHORIZ

35653485 DRAWING NO

SECTION 7

TOWNSHIP 14S

RANGE 18E

MERIDIAN MDB&M

PLAT MAP: 1418071 (ELECTRIC)
REFERENCES: N/A

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: John Jansons, City Manager
Jesus Gonzalez, Contract City Engineer

SUBJECT: Consider Resolution Delegating Authority to the City Clerk to Execute Certificates of Acceptance of Deeds Conveying Property Interests to the City. (JAJ & JG)

RECOMMENDATION: Council adopt resolution delegating authority to the City Clerk to execute Certificates of acceptance of deeds conveying property interests to the City.

EXECUTIVE SUMMARY:

Government Code Section 27281 states: "Deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant." This includes property purchased by city, dedications such as easements and public rights of way, and other conveyances.

The past practice of the City has been to have the Council make that determination each time property is conveyed to the City. Many cities use the alternative in Government Code Section 27281 which is to have the Council adopt a blanket resolution and delegate the authority to accept deeds and grants of property to a specific officer or officers.

The proposed resolution grants the City Clerk with authority to execute forms of "Certificate of Acceptance," on behalf of the City as provided in Section 27281 and includes the Certificate of Acceptance language required by Section 27281.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN DELEGATING AUTHORITY TO THE CITY CLERK TO EXECUTE CERTIFICATES OF ACCEPTANCE OF DEEDS CONVEYING PROPERTY INTERESTS TO THE CITY

WHEREAS, from time to time, the City requires the dedication or sale of real property including but not limited to deeds, easements, and rights of way.

WHEREAS, Government Code Section 27281 requires the real property conveyances be accepted by the City Council for each transaction or in the alternative by a person delegated the authority to accept deeds by a resolution of 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 City Clerk of the City of Kerman is hereby granted authority and directed to execute forms of "CERTIFICATE OF ACCEPTANCE" on behalf of the City of Kerman in order to accept for purposes of recordation those deeds for transfer and conveyance of real property interests to the City, as provided in Section 27281 of the California Government Code.

SECTION 3. The Certificate of Acceptance shall be attached to or printed on the deed or grant. The Certificate of Acceptance shall be in the following form:

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from _____ to the City of Kerman, a governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Kerman pursuant to authority conferred by the City Council Resolution No. 26-____ adopted on _____, 2026. The Grantee consents to recordation thereof by its duly authorized officer, the City Clerk of the City of Kerman.

Dated: _____

CITY OF KERMAN

By: _____
City Clerk

SECTION 4. This resolution shall be effective upon adoption and shall supersede any prior resolutions regarding the delegation of authority to accept real property deeds and grants.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: Three Year contract with NEOGOV human resource online platform services from September 1, 2026 to June 30, 2029 (JAJ)

RECOMMENDATION: Council adopt resolution approving Order Form contract with NEOGOV and related Sourcewell Master Agreement #030425 for human resource online platform services from September 1, 2026 to June 30, 2029, and authorize the City Manager to sign the contract.

DISCUSSION:

The City of Kerman's Human Resources division is responsible for managing the full employment lifecycle of City employees. Appropriate, efficient, and legal human resource services are essential to the City in delivering quality municipal services to the community.

With the City's recent, current, and future growth, the City's ability to efficiently recruit qualified candidates and activate employees into service remains constrained by manual, paper-driven procedures and fragmented by legacy software applications that lack modern public-sector best practice function and alignment. Modernizing City processes such as these where possible, has long been and continues to be a priority of the Council and the Administration.

NEOGOV offers a suite of products and services recommended to modernize and create efficiency in performing routine and labor-intensive processes to the City's benefit. The package proposed under the recommended contract includes: NEOGOV Insight (Applicant Tracking & Screening), access to GovernmentJobs.com and includes Onboarding modules for the City of Kerman.

The contract has been negotiated through the City's' membership in Sourcewell, a cooperative purchasing contract that allows for direct/sole source procurement path, provides a competitively solicited contract vehicle, and satisfies Kerman's municipal purchasing requirements without the need for a separate Request for Proposal.

FISCAL IMPACT:

The total cost of the three-year agreement is $36,175, with a first-year cost of $13,660, second-year cost of $10,391, and a third-year cost of $12,123. If approved, the cost of this contract will be reflected as a FY-26/27 Budget adjustment. Because human resources serves all

Departments and Enterprise Fund divisions, the cost will be applied as a pro-rata share across all departments.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING ORDER FORM CONTRACT WITH NEO GOV AND RELATED SOURCEWELL MASTER AGREEMENT #030425 FOR HUMAN RESOURCES ONLINE PLATFORM SERVICES IN THE AMOUNT OF $36,175 FOR THE PERIOD SEPTEMBER 1, 2026, TO JUNE 30, 2029, AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT

WHEREAS, the City has long identified the need to streamline City processes to create greater efficiencies, including human resource services; and

WHEREAS, current manual and "paper" processes have reached an operational breaking point under the weight of municipal growth and ever increasing state and federal documentation mandates; and

WHEREAS, current processes regularly include walk-in applicants who submit incomplete paper forms and online applicants who lack mandatory certifications or professional resumes. This manual environment is needlessly time consuming and forcing Staff to chase missing data, filtering out "bot" submissions, and conducting manual document screening, etc.; and

WHEREAS, the current new hire on-boarding process relies entirely on printing physical employee packets, including W-4 and I-9 forms, providing internal City policies, and assisting with medical health enrollment forms, which when done manually, is inefficient and increases the chance of duplication and error; and

WHEREAS, implementing modern human resource tools via NEOGOV is a "next step" evolution of delivering efficient and cost-effective government services in Kerman, and

WHEREAS, the total cost of the three-year agreement is $36,175, with a first-year cost of $13,660, second-year cost of $10,391, and a third-year cost of $12,123; and

WHEREAS, if approved, the cost of this contract will be reflected as a FY-26/27 Mid-Year Budget adjustment, with the costs being applied as a pro-rata share across all departments and Enterprise Funds as appropriate given the universal nature of human resource expenses; and

WHEREAS, the City desires to accept the NEOGOV Order Form Contract **(Exhibit 'A')** and related Sourcewell Master Agreement #030425 **(Exhibit 'B')** to modernize City services and capabilities.

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

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

2. The City Council hereby approves the NEOGOV Order Form Contract **(Exhibit 'A')** and Sourcewell Master Agreement #030425 **(Exhibit 'B')** in the amount of $36,175 allocated as follows: $13,660 for year one, $10,391 in year two and $12,123 in year three.

3. The total cost of the three-year agreement is $36,175, with a first-year cost of $13,660, second-year cost of $10,391, and a third-year cost of $12,123. The cost of this contract will be reflected as a FY-26/27 Budget adjustment. Because human resources serves all Departments and Enterprise Fund divisions, the cost will be applied as a pro-rata share across all departments.

4. The City Manager is authorized to execute the contract and make any minor corrections with the approval of the City Attorney to the required documents necessary to effectuate the contract.

5. This resolution shall be effective immediately.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-697355	**Order #:**	Q-501423
Customer:	Kerman, City of (CA)	**Valid Until:**	8/31/2026
Effective Employee Count:	93		
Sales Rep:	Tyler Southard		

Customer Contact			
Billing Contact:	Kerman, City of (CA) Akayla Cheema	**Shipping Contact :**	Kerman, City of (CA) Akayla Cheema
Billing Address:	850 S Madera Avenue Kerman, CA 93630	**Shipping Address:**	850 S Madera Avenue Kerman, CA 93630
Billing Contact Email:	acheema@cityofkerman.gov	**Shipping Contact Email:**	acheema@cityofkerman.gov
Billing Phone:	+15595502080	**Shipping Phone:**	+15595502080

Payment Terms			
Payment Term:	Net 30	**Notes:**	
PO Number:			

Subscription Service

Year 1 — 30% Off Subscriptions | 10% off Setups

Item	Type	Start Date	End Date	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	9/1/2026	6/30/2027	Employee Based	$0.00
Governmentjobs.com Setup	Services			Employee Based	$0.00
Insight Subscription	Recurring	9/1/2026	6/30/2027	Employee Based	$3,443.75
Insight Setup	Services			Employee Based	$3,929.40
Onboard Subscription	Recurring	9/1/2026	6/30/2027	Employee Based	$3,013.13
Onboard Setup	Services			Employee Based	$3,274.20
				Year 1 TOTAL:	$13,660.48

Year 2 — 15% off Subscriptions

Item	Type	Start Date	End Date	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	7/1/2027	6/30/2028	Employee Based	$1,093.50
Insight Subscription	Recurring	7/1/2027	6/30/2028	Employee Based	$4,959.00

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Item	Type	Start Date	End Date	License Type	Total (USD)
Onboard Subscription	Recurring	7/1/2027	6/30/2028	Employee Based	$4,338.90
				Year 2 TOTAL:	$10,391.40

Year 3

Item	Type	Start Date	End Date	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	7/1/2028	6/30/2029	Employee Based	$1,275.75
Insight Subscription	Recurring	7/1/2028	6/30/2029	Employee Based	$5,785.50
Onboard Subscription	Recurring	7/1/2028	6/30/2029	Employee Based	$5,062.05
				Year 3 TOTAL:	$12,123.30

Total: | $36,175.18

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract between the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions located at https://www.neogov.com/service-specifications (the "NEOGOV Site"), together with all addenda, exhibits, policies, and supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference.

Find a copy of our W-9 here.

Special Condition:

The Services purchased pursuant to this Order Form are being procured through NEOGOV's Sourcewell contract #030425-PDMS and are subject to the most recently published version of the NEOGOV Services Agreement set forth here: https://www.neogov.com/service-specifications . The Services provided to Sourcewell member #18507 are being provided at the contractually obligated discount of 5% or more from NEOGOV's published MSRP.

Pro-Rated SaaS Subscription Fees shall be due net thirty (30) from date of NEOGOV invoice. Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Kerman, City of (CA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: Governmentjobs.com Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Government jobs.com Inc., 2120 Park Place, Suite 100, El Segunda, CA 90245 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:

   a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
      i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
      ii) Mapping (vertical location, indoor, outdoor);
      iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
      iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
      v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
      vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.

   b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
      i) Pre-incident planning software, such as:
         (1) Fire prevention related inspections and enforcement;
         (2) Operational management (scheduling, training, compliance, etc.); and
         (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
      ii) Incident/post-incident software, such as:
         (1) CAD, RMS for law enforcement, fire, and EMS;
         (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
         (3) Digital and physical evidence management;
         (4) E-citation systems; and
         (5) Law enforcement case management

   c) Category 3. Comprehensive Solutions

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i) Solutions that offer at least one (1) or a combination of solutions from BOTH Category 1 and Category 2 above.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 7)a) – c) above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warranties.** Supplier warranties are set forth in Supplier's then-current Services Agreement which will be made available to Participating Entities at https://www.neogov.com/service-specifications.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any

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Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

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iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:

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- Identify the applicable Sourcewell Agreement number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;

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- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Sourcewell shall use commercially reasonable effort to provide Supplier with notice of audit 30 days in advance. Such audits shall occur in a manner that does not unreasonably interfere with Supplier's business operations.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited

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assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion. For purposes of clarity, any merger, consolidation, or reorganization involving Supplier (regardless of whether Supplier is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and Supplier will not be obligated to obtain consent from Sourcewell; however, Supplier shall provide reasonable notice to Sourcewell after said transfer.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any breach of this Agreement or willful misconduct in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or real, tangible property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Limitation of Liability.** Except for damages arising out of liability which cannot be lawfully excluded or limited, Supplier's liability shall not exceed the amount of all payments actually paid by the Participating Entity to Supplier related to the event giving rise to such liability in the 12 month period preceding the date of the first event giving rise to such liability. Neither party will be liable for any special, punitive, indirect, or consequential damages including but not limited to loss or damage to data, or loss of anticipated revenue or profits, whether or not foreseeable and whether or not the party has been advised of the possibility of damages.

19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

20) **Grant of License.**

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a) **During the term of this Agreement:**
   i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

   ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do

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business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the General Liability and Worker's Compensation policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other Party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching Party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined

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by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Governmentjobs.com Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: C48A2B32DE9F457...
By: _____	By: _____
Jeremy Schwartz	Alex Chun
Title: Chief Procurement Officer	Title: Chief Financial Officer
Date: 8/6/2025 | 11:25 AM CDT	Date: 8/6/2025 | 9:03 AM PDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name:	PowerDMS, Inc.
Does your company conduct business under any other name? If yes, please state:	Governmentjobs.com, Inc. dba NEOGOV, NEOED
Address:	2120 Park Place Suite 100 El Segundo, CA 90245
Contact:	Lindsey Gerber
Email:	bids@neogov.net
Phone:	310-971-9588
Fax:	310-971-9588
HST#:	330888748

Submission Details

Created On:	Tuesday January 21, 2025 10:57:03
Submitted On:	Tuesday March 04, 2025 16:09:56
Submitted By:	Lindsey Gerber
Email:	bids@neogov.net
Transaction #:	d1617e11-63f1-4762-a44f-6c0fed715683
Submitter's IP Address:	147.243.131.109

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Governmentjobs.com, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The company’s legal name is Governmentjobs.com, Inc.. Portfolio brands include NEOGOV, PowerDMS, NEOED, GovernmentJobs.com, SchoolJobs.com, CueHit, Agency360, PlanIt Schedule, and Highline Software.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	54HK9	*
5	Provide your NAICS code applicable to Solutions proposed.	541542	
6	Proposer Physical Address:	2120 Park Place Suite 100, El Segundo California 90245 USA	*
7	Proposer website address (or addresses):	https://www.neogov.com/, https://www.powerdms.com, https://www.neoed.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	NEOGOV's Authorized Representative is Joshua Snyder, VP of Strategic Partnerships. His contact details are as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245, Email - bids@neogov.net, Phone - (310)426-6304 ext 420.	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	The primary contact for this proposal is Lindsey Gerber, Proposal Team Manager. Her contact details are as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245, Email - lgerber@neogov.net, Phone - (310)-971-9588	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	The primary contact for this proposal is Nicholas Kromer, Director of Revenue Operations. His contact information is as follows: Address - 2120 Park Place Suite 100, El Segundo, CA 90245; Email - nkromer@neogov.net; Phone - 310-971-9588	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	NEOGOV's mission is simple: "We serve the people who serve the peo this by providing industry-leading workforce management solutions that su sector agencies. For over two decades, we have been committed to equipping these organizations with the tools they need to enhance efficiency, maintain compliance, and make data-driven decisions. Through a strategic approach to innovation and acquisition, NEOGOV has developed a comprehensive ecosystem that streamlines several public safety workforce management functions including incident command, operational management, workforce oversight, and case management. With nearly 1,000 employees and over 13,000 public sector customers, NEOGOV is the leader in government workforce management software. A Legacy of Innovation and Strategic Growth NEOGOV was founded in 1999 as Governmentjobs.com with a vision to transform public sector human resources and workforce management. As government agencies faced increasing challenges in recruitment, training, and operational efficiency, we recognized the need for a unified, technology-driven approach to support their evolving needs. To expand our capabilities, NEOGOV embarked on a strategic acquisition path, integrating specialized solutions that addressed key aspects of public sector operations. In 2017, NEOGOV acquired FirstNet Learning Systems, a company specializing in training and compliance tracking. This acquisition allowed agencies to monitor professional development and ensure that personnel maintained essential certifications. In 2018, NEOGOV further strengthened its offerings by acquiring High Line Corporation, a leader in payroll and human resources information systems (HRIS). This expansion provided agencies with a seamless workforce management platform, allowing them to handle payroll, benefits, and scheduling more efficiently. In 2020, NEOGOV took another significant step forward by acquiring PowerDMS a company founded in 2001 with a platform dedicated to policy management, accreditation, and compliance for public safety agencies. Since PowerDMS was acquired, NEOGOV has strengthened its commitment to the needs of public safety agencies by buying and building more than 10 additional products designed to assist with their unique workforce management challenges. After more than 25 years in business, NEOGOV now offers more than 20 core products, and operates under the brands NEOGOV, NEOED, PowerDMS by NEOGOV, and Governmentjobs.com. The company's legal name is Governmentjobs.com, d/b/a NEOGOV. You will find all of the brands mentioned at times throughout this proposal and used throughout our publicly visible marketing and communications. They are often also used interchangeably by our 13,000 customers. For the avoidance of doubt, NEOGOV is a single company wholly owned by LOBOS Parent, Inc. which is a holding company that exists solely for the purpose of organizing the financial interests of Warburg Pincus and the Carlyle Group, two of the largest and most prestigious private equity firms in the world with more than $400 billion in assets under management. LOBOS also includes the ownership of the other minority shareholders. NEOGOV is the only asset of LOBOS Parent, Inc. For compliance with generally acceptable accounting principles, LOBOS Parent, Inc. is how NEOGOV is referred to in the audit letter from KPMG provided in this RFP response. Our first application for a Sourcewell contract was submitted in 2021 under PowerDMS Inc. as our entity name before the PowerDMS Inc. had fully been absorbed by Governmentjobs.com dba NEOGOV. Upon award of a Sourcewell contract we would like update our Legal Company name in the Sourcewell vendor information to Governmentjobs.com dba NEOGOV or just NEOGOV. If that is not possible, PowerDMS Inc. is a wholly owned subsidiary of Governmentjobs.com and we can still operate and enter into a contract under PowerDMS Inc. if that is our only option.

12	What are your company's expectations in the event of an award?	NEOGOV, anticipating an award, expects to greatly assist hundreds if nc of public safety agencies in their procurement of our products by leverag already very popular Sourcewell contract to streamline their ability to purchase and renew NEOGOV products. Currently leveraged by over 5,000 public safety agencies, our advanced software applications address critical operational needs in incident tracking, response and reporting, unit assignments and staffing, and comprehensive law enforcement case management among several other critical application. An award would enable NEOGOV to get these critical tools into the hands of additional agencies faster and with less overhead while also minimizing their cost by taking advantage of the built in discount available through the Sourcewell contract. Our commitment extends beyond just delivering software solutions; it is about creating significant impacts—allowing governmental agencies to use their resources more judiciously while facing budget constraints heightened by systemic pressures such as those seen during the COVID-19 pandemic. Through an award and potential partnership with Sourcewell, NEOGOV is poised to help these agencies not only preserve but improve upon critical public services, contributing to a more secure, efficient, and effective administration.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	NEOGOV has been in business for over 25 years and serves over 8,000 US government agencies. In addition, the Company is owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's largest and most preeminent investment firms that together manage over $400 billion. As a closely held private company, NEOGOV's financials are confidential and we do not disclose them as a matter of policy. At a high level, our revenue is in the hundreds of millions and we are a profitable company. As further testament to our financial standing, NEOGOV each year is audited by KPMG, one of the largest and most respected independent public accounting firms in the world. They are required to disclose a risk of going concern if they believed there to be any, but as the attached auditor letter demonstrates, they did not express any risk of NEOGOV as a going concern. In all of the last 5 years that KPMG has been NEOGOV's auditor, they have never disclosed a risk of NEOGOV's going concern.	*
14	What is your US market share for the Solutions that you are proposing?	NEOGOV is a key player in the specialized market for law enforcement software solutions across U.S. governmental agencies. Our significant market penetration underlines our leadership role in administrative and operational software. In our Human Capital Management (HCM) product line, which focuses on operational excellence, we serve 20% of government agencies, demonstrating robust trust in our solutions to manage and optimize workforce needs effectively. In our Power product line, an impressive 45% of Law Enforcement agencies utilize NEOGOV solutions to enhance their operations.	*
15	What is your Canadian market share for the Solutions that you are proposing?	NEOGOV is gradually expanding its footprint in the Canadian market, currently engaging less than 10% of governmental and law enforcement agencies. With our market share still in its initial growth phase, we are ready to significantly enhance our presence.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	NEOGOV has never been involved in any bankruptcy proceedings since its founding 25 years ago. We pledge to provide immediate written notice to Sourcewell if we enter into a bankruptcy proceeding during this RFP evaluation process. This commitment to transparency is integral to our company values and our ongoing relationship with Sourcewell and other partners.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As NEOGOV is best identified as a Service Provider, we maintain our sales and customer service teams entirely in-house. All individuals involved in delivering the products and services proposed in this RFP are direct employees of NEOGOV, not those of a third-party. This internal structure ensures that our teams are thoroughly trained and highly knowledgeable in specialized fields related to government, law enforcement, and public sector operations. This approach allows us to offer consistently high standards of service and expert guidance, ensuring that our solutions are implemented efficiently and effectively to meet the specific needs outlined in this RFP.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	NEOGOV maintains industry-recognized certifications to ensure compliance with security, privacy, and regulatory requirements. These certifications validate our organization's commitment to security, risk management, and data protection. Certifications Held by PowerDMS by NEOGOV: SOC 2 Type II – Ensures adherence to security, availability, and confidentiality controls. FedRAMP (Moderate)(InProgress) – Compliance with NIST SP 800-53 security controls for cloud service providers handling federal data. StateRamp and TexRamp Third Parties & Subcontractors: NEOGOV partners with cloud service providers (e.g., AWS GovCloud, Microsoft Azure US, Equinix) that maintain FedRAMP, SOC 2 to ensure data security and compliance.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	NEOGOV has not experienced any debarments or suspensions in the past seven years, either for the company itself or for any responsible party included in our proposals. We have maintained full compliance with regulatory standards and obligations, thus ensuring professional integrity and operational excellence throughout our engagements. Should NEOGOV or any associated responsible party enter into a debarment or suspension status during the pendency of this RFP evaluation, we pledge to provide immediate written notice to Sourcewell. This commitment to transparency is integral to our company values and our ongoing relationship with Sourcewell and other partners.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, NEOGOV has garnered numerous industry awards that highlight our leadership and innovation in public sector technology. We've consistently earned a spot on the prestigious GovTech 100 list for nine consecutive years, and our accolades include the Brandon Hall Group Gold Award for Best Customer Training Program in 2023, recognition as one of the fastest-growing private companies by SO500 in 2019, and several awards for our products and workplace, such as the PowerDMS Named a Best Companies to Work For in 2021. These recognitions reflect our sustained commitment to excellence and innovation in serving government agencies	*
21	What percentage of your sales are to the governmental sector in the past three years?	87% of NEOGOV sales in the past 3 years have been to the Government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	10% of sales in the past three years have been to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	More than 10% of NEOGOV's 13,000+ customers procure our products and services through state contracts or cooperative purchasing contracts. Many of them leverage the OMNIA and NASPO contracts held by our partners at Carahsoft and SHI and as such we do not have direct visibility to the sales volume through these vehicles, however more than $10,000,000 in purchases are made annually by our customers through Carahsoft and SHI combined and it can be assumed that the vast majority of these transactions are through a cooperative purchasing contract held by either SHI or Carahsoft. Additionally, in 2023, NEOGOV was awarded a technology procurement contract with NCSA. Today, more than $350,000 are transacted annually through the NCSA contract. NEOGOV has also been awarded a contract with NYS OGS and is in negotiations for a contract with TX DIR.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NEOGOV currently does not have and GSA (General Services Administration) contracts or SOSA agreements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Seminole County Sheriff's Office (FL)	Tonya Green	(407) 665-6600	*
Las Vegas Metro Police Department (NV)	Ryan Hunt	(702) 287-1499	*
Honolulu Police Department (HI)	Brennan Baysa	(808) 723-7732	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	NEOGOV's salesforce is strategically structured to optimally serve the diverse needs of our customers across the United States and Canada. Comprised of 2 Vice Presidents, 4 directors and 61 sales executives, our team is organized by geographical regions across the United States and Canada. To ensure we can support our entire market with specialized knowledge and function, each sales person is further segmented by sector—either law enforcement, government/municipalities, and education. This allows for tailored strategies and localized outreach. Our team includes Account Managers who prioritize current customer relationships and Account Executives focused on engaging new prospects. Supporting these efforts, we have over 60 Sales Development Representatives in our Utah based office to assist in maximizing outreach effectiveness and lead generation. Many of our executives bring direct experience from the public sector and law enforcement, providing valuable insights that enhance service delivery. This robust structure ensures NEOGOV maintains a significant presence and delivers specialized, effective solutions throughout North America	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	NEOGOV's approach to distribution includes partnerships with resellers such as SHI and Carahsoft, whose primary role is to streamline the procurement process through their existing governmental contracts like Omnia and NASPO. These resellers do not deliver our products or services directly nor do they handle implementation; instead, they provide an essential conduit by which customers can easily access and procure our solutions. Additionally, we collaborate with technology partners like Oracle NetSuite, Edmunds Gov Tech, Aclarian, Ellucian and CentralSquare who integrate their finance-based systems with our platform through APIs to enhance functionality. This setup ensures that while our resellers help expand our reach via contract leverage, the actual delivery and integration of our solutions are managed directly by NEOGOV and our tech partners.	*
28	Service force.	NEOGOV's Service Force is meticulously organized and specialized, dedicated to ensuring an exemplary customer experience from the initial implementation to ongoing success. This force consists of three pivotal pillars: Implementation, Customer Support, and Customer Success Management, each playing an essential role in providing top-tier service and support. The Implementation Team, under the guidance of the Director of Implementation, spearheads the onboarding and deployment process. This team comprises seven Implementation Managers, each leading a group that includes at least eight Implementation Consultants and Senior Consultants. They are instrumental in guiding NEOGOV's customers through the setup process, optimizing system configurations to meet business objectives, and fostering user adoption with their expertise and best practice insights. Following implementation, the focus shifts to sustained support and relationship management via NEOGOV's Customer Support and Customer Success Management teams. These groups are structured under the Chief Customer Officer, with strategic oversight from the Director of Customer Operations and the Director of Customer Success. Each director manages a team of four, focusing on long-term customer engagement, maximizing satisfaction, and the overall value derived from NEOGOV's services. For further specialized training and advanced feature utilization, NEOGOV's Professional Services Team, led by the Vice President of Professional Services and supported by five direct reports, offers deep-dive learning opportunities and enhanced product training. Additionally, NEOGOV's Customer Support Team, directed by the Director of Customer Support and assisted by four Customer Support Managers, oversees 29 dedicated Customer Support Representatives. They ensure swift and effective resolution of customer inquiries, maintaining smooth operational continuity for NEOGOV's clients. Collectively, these teams comprise NEOGOV's comprehensive Service Force, equipped to support every aspect of the customer journey—from initial integration to ongoing engagement—guaranteeing that every client benefits from expert advice, tailored support, and prompt service responses at each step. This strategic organization ensures that NEOGOV's customers have all the necessary tools and support to succeed with our solutions.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process at NEOGOV is designed to be collaborative and ef Customers initiate the purchase through a direct interaction with a NEOG representative, who assesses their needs and guides them throughout the process. If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear. Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	NEOGOV's product implementation strategy is designed to ensure the most efficient and effective deployment, maximizing user adoption and long-term project success. We utilize a staged implementation approach that effectively manages and streamlines the process, led by a dedicated team of implementation consultants who serve as subject matter experts throughout the entire implementation experience. We do not utilize third-party installation partners; instead, our implementation consultants provide hands-on guidance, system configuration support, and post-implementation assistance. The process begins with a project scope review, where we define how each module will be configured to align with your organization’s needs. All relevant subject matter experts from your organization should participate in these discussions to ensure accurate business process definitions. The configurations and criteria established during this phase will determine the scope and tasks for the remainder of the implementation. Following the scope review, the implementation process moves through Discovery, Configuration, and System Validation, ensuring that all requirements are met before transitioning to Go-Live. Discovery focuses on defining project goals and assessing internal processes, while Configuration involves system setup, user role assignments, authentication configurations, and data imports. System Validation ensures functionality through admin training, quality assurance testing, and workflow validation. Once the system is officially deployed, we monitor engagement and performance before transitioning support to a Customer Success Manager (CSM), who provides continued guidance beyond implementation. Implementation timelines vary by product, typically ranging from 45 to 120 days, ensuring a structured and well-supported rollout that prioritizes data integrity, user training, and system validation. Our approach guarantees a seamless transition, enabling organizations to fully leverage the system’s capabilities while maintaining alignment with business objectives.	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	NEOGOV's customer service program is engineered to deliver reliable, re support to our clients, underscored by our commitment to accountability ar We offer direct phone support from Monday through Friday, 6 AM to 6 PM MST, excluding NEOGOV holidays, ensuring clients have access to timely help during working hours. Additionally, our 24/7 online request system acknowledges inquiries promptly and addresses issues within clearly defined timeframes based on their complexity and urgency. We prioritize critical issues with an aim to resolve them within 24 hours, while handling less urgent queries within a standard resolution timeframe. Our approach extends beyond reactive support; it includes proactive system monitoring, systematic upgrades, and maintenance to continuously enhance product performance. Every quarter, NEOGOV conducts enhancement calls to announce, discuss upcoming updates, and provide training sessions to accompany these enhancements. This ensures that our clients are well-equipped to leverage new features and functionalities, enhancing their operational efficiency. For self-learners, the NEOGOV Community offers additional support. This self-service portal allows customers to search FAQs, find specific trainings and functionality guides, and interact with the customer feedback board. Here, users can exchange best practices and offer input on their specific use cases, fostering a collaborative learning environment. All of our implementation specialists, customer support personnel, and trainers are housed in-house, promoting a unified team ethic driven by a passion for excellence and client satisfaction. This internal motivation, devoid of external incentives, spurs our team to deliver superior service continuously. Our comprehensive training programs ensure our staff remains sharp on industry guidelines and adept in facilitating both effective support and strategic advice. By retaining control over all operational aspects, NEOGOV guarantees that our service quality is uncompromised and consistently meets our high standards. Each client interaction offers an opportunity to resolve concerns, strengthen trust, refine our offerings, and ensure users can effectively navigate and utilize our solutions.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	NEOGOV cloud based SaaS is available to all US participating Sourcewell entities.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NEOGOV will make our cloud based SaaS available to all Canadian providences that are open to US hosting, not requiring Canadian hosting.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Sourcewell members in all geographic areas will be fully served by NEOGOV on this contract.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. All Sourcewell member sectors will be fully served by NEOGOV on this contract.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any specific requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii and Alaska and in US Territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, NEOGOV will work with nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NEOGOV and PowerDMS by NEOGOV have a comprehensive and strategic m approach to promote the Sourcewell partnership and leverage this opportunity e Our strategy unfolds in timed phases, ensuring systematic engagement and widespread visibility across multiple platforms and stages. Initial 30 Days – Foundation and Visibility: We commence with a 30-day period focused on internal alignment and public announcements: Cross-company training sessions to align product offering knowledge and understanding of the Sourcewell partnership's benefits will be conducted. A dedicated NEOGOV representative will manage business development and ongoing training material creation. Critical information about the Sourcewell contract will be accessible through a comprehensive "playbook" and integrated into all new hire training programs. We will announce the partnership prominently on our login page and create a dedicated Sourcewell Partners advertisement on our website. This page will feature the Sourcewell logo, procurement solicitations, the Master Agreement, and product and services pricing summaries. The marketing teams will collaborate to launch an initial campaign aimed at promoting the usage of the Sourcewell agreement. 60 Days – Enhanced Communication and Engagement: Integration of the Sourcewell value propositions into our lead generation and sales processes to underline the unique benefits of this partnership. Establishment of a Contracting Center of Excellence (C.O.E.) to handle complex contracting requirements and co-selling processes. Roll-out of Phase 1 of our marketing campaign, including strategic placements of the Sourcewell logo on relevant marketing materials, and leveraging email campaigns to promote the agreement. 90 Days – Review and Expansion: We will review the effectiveness of our strategies and make necessary adjustments to enhance messaging and contracting practices. Collaborative development of webinars for knowledge sharing on contracting best practices under Sourcewell. Proactively identify upcoming expiring contracts to promote the renewal through Sourcewell, highlighting the time and cost savings. Beyond 90 Days – Continuous Promotion and Success Sharing: Our marketing team, leveraging every functional area from digital advertising to customer engagement, will continue to promote the PowerDMS by NEOGOV brand alongside the Sourcewell partnership. This includes: Immediate inclusion of Sourcewell on our marketplace webpage visible to all site visitors. Development of a specialized landing page detailing the benefits of our partnership, supported by ongoing promotions through newsletters, social media, and press channels. Distribution of printed materials at trade shows, and the creation of case studies showcasing the successful use of Sourcewell by our customers. This structured and multi-faceted marketing strategy ensures that every phase of the partnership lifecycle is optimized for visibility, engagement, and customer success, firmly establishing NEOGOV and PowerDMS by NEOGOV as leaders in leveraging cooperative contracts for enhanced service delivery in public safety and workforce management.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing team uses a comprehensive and enterprise-level technology stack to ensure our marketing campaigns are both targeted and effective. Some examples of the technology we leverage include: HubSpot, Oracle (Eloqua), Google Analytics, BrightEdge, SEMrush, Sprout Social, Salesforce, and more. In 2025, our key marketing objectives center around Brand (market presence, total impressions, reach, etc.), Data (integrating our technology to effectively and efficiently run campaigns, ultimately yielding a higher ROI on our marketing efforts), and ABM (account-based marketing to segment and send hyper-relevant messages and information to our prospects and customer base). We are heavily focused on lead quality in our continued efforts to measure and improve all marketing campaigns we execute. Our team of growth marketing specialists, content creators, product marketing managers, creative directors -- and more -- spend their hours invested in optimizing our marketing campaigns to generate maximum exposure and positive results. Across all of our branded LinkedIn accounts, we have over 60,000 captive followers interested in our products, thought leadership, event presence, and more. Through targeted outreach to these industry leaders, we regularly share our latest information - awarded contracts, included. This channel (and others) provide a direct outlet to engaging with and sharing our latest information with public safety agencies nationwide.	*

40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We believe that Sourcewell plays a critical role in promoting agreements arisin RFP by providing a credible platform that streamlines procurement processes f government, education, and non-profit agencies. Sourcewell's vetting and endorsement significantly enhance the trustworthiness and appeal of the agreements, offering participating entities a reliable, pre-negotiated, and compliant purchasing pathway. This not only aids in reducing the administrative burden associated with soliciting bids but also accelerates the procurement cycle, allowing for quicker deployment of solutions. To effectively integrate the Sourcewell-awarded agreement into NEOGOV's sales process, we will begin by extensively training our sales team to understand and articulate the benefits of the agreement, such as pre-negotiated terms and compliance with procurement regulations. Marketing materials will be updated to highlight the advantages of purchasing through Sourcewell, ensuring this information is prominently featured in brochures, digital content, and client proposals. We will also enhance our digital presence by adding detailed information about the Sourcewell agreement on our website, including a dedicated landing page. Account managers will actively inform existing clients about the benefits of renewing or extending services under the agreement during regular consultations and account management sessions. Additionally, we will implement feedback mechanisms to capture client insights on using the Sourcewell agreement, allowing us to continuously refine our integration strategy. This comprehensive approach ensures that the Sourcewell agreement is seamlessly woven into NEOGOV's sales processes, providing clear benefits to clients and driving effective service adoption.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NEOGOV offers a variety of training programs to Sourcewell participating entities. During the initial implementation, NEOGOV provides online training for 'core' staffing personnel users. This is a approach, meaning that we train a select group of users who then train the rest of the community on organization-specific practices. This approach is standard and leads to a lower price of training while delivering an equivalent result. If your organization would like to have NEOGOV train users outside of the community, we can certainly add those sessions for an additional charge. In addition to the initial training, NEOGOV also offers the NEOGOV Community, which includes access to quarterly conference calls, online video tutorials, user groups, and more. This is designed to ensure your organization's success goes well beyond the initial go-live date. Furthermore, NEOGOV offers NEOGOV University classes, which are free monthly training webinars that customers can enroll in. All proposed training classes and materials, including videos, tutorials, documentation, etc., are already available and can be accessed by customers online through the NEOGOV community. There is no additional cost for ongoing support for both technical and administrative assistance or maintenance.	*

43	Describe any technological advances that your proposed solutions offer.	NEOGOV's proposed solutions consistently integrate the latest technological adva enhance functionality and user experience. Key features include: Cloud-Based Platforms: Ensuring accessibility and security, our solutions are hosted on highly secure, accessible cloud platforms. Automated Workflows: Utilizing automation to streamline processes, increase efficiency, and reduce human error. Mobile Functionality: Extensive mobile support allows users to manage tasks and access information on-the-go. Advanced Security Measures: Including data encryption, role-based access controls, and regular security audits to protect sensitive information. Real-Time Analytics: Offering sophisticated analytics tools that provide actionable insights, helping organizations make data-driven decisions. E-Signature and Compliance Tracking: Integrated electronic signature capabilities streamline approvals while compliance tracking features ensure regulatory adherence. Integration Capabilities: Seamless integration with existing systems to enhance data consistency and workflow efficiency. Continuously innovating, NEOGOV is committed to integrating and creating new advancements, ensuring that our technology not only meets current client needs but also anticipates future demands. This commitment to innovation ensures our solutions are at the cutting edge of technological development.	*
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	NEOGOV's solution is designed with a strong emphasis on data privacy, integrity, storage, and protection. The organization has a data privacy policy in place, which can be accessed at https://www.neogov.com/privacy-policy. In terms of data integrity and storage, NEOGOV employs robust encryption measures. All data is encrypted at rest using AES 256 bit encryption. The databases employ both and to secure data, utilizing FIPS-140-2 validated encryption modules. Additional encryption at the field level is applied to particularly sensitive PII, providing another layer of security to protect against unauthorized access. NEOGOV also implements detailed Role-Based Access Control (RBAC), allowing granular control over user access based on their roles within the organization. A Super Administrator Role permits designated users to customize permissions as needed, ensuring that access levels are carefully managed and aligned with organizational security policies. Multifactor Authentication (MFA) is compulsory for all privileged access to systems, applications, and sensitive data, adding an extra layer of security by requiring multiple forms of verification. In terms of adherence to industry standards, NEOGOV is SOC2 Type II, All 5 principles and NIST 800.53 Moderate certified with control mappings to HIPAA and CJIS. The NEOGOV Cloud is flexible and allows for a wide range of data to be uploaded, including PHI data for certain modules like Benefits or e-Forms. NEOGOV's data backup and retention policies and practices meet HIPAA requirements. However, it's important to note that NEOGOV is currently HIPAA security compliant but not privacy compliant. NEOGOV's systems can be compliant with NIST SP 800-171 and/or CMMC Level 2 standards. However, NEOGOV is currently not compliant with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH) and has no plans to do a HITECH audit at this time. In conclusion, NEOGOV's solution is designed with a strong focus on data privacy, integrity, storage, and protection, and adheres to a number of industry standards, including HIPAA and CJIS.	*

45	Describe your data backup and recovery solutions.	NEOGOV employs robust data backup and recovery solutions. Full backups of ce application and database components are performed on a weekly basis and incr backups are performed daily. Database transaction logs are backed up every three minutes. In the event of a disaster, NEOGOV has the flexibility to resume operations in a cloud and/or a new data center as needed. NEOGOV's target is to limit data loss to no more than 30 minutes, with backups stored offsite and processes in place to minimize customer data loss. All customer data is stored on disk storage that is mirrored across different storage cabinets and controllers. All customer data, up to the last committed transaction, is automatically backed up on a nightly basis. Additionally, data is continuously backed up online in real-time to the secondary data center. In case of primary data center outage, operations can be switched to a geographically remote secondary data center within minutes, allowing for DNS failover. In the event that both geographically separated data centers which house NEOGOV production equipment are destroyed, procedures are in place to reconstruct all necessary data center infrastructure to run NEOGOV applications. Those procedures include detailed plans of rebuilding the infrastructure and restoring live offsite backups at an alternate location. The entire plan is reviewed and updated regularly, and full disaster recovery testing is performed on a bi-annual basis.	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	NEOGOV's solutions are designed to be highly interoperable and integrate seamlessly with other software systems. Our system allows for data import and export in standard file formats, including .html and .txt, and we can create an interface file to load into your financial software. These interfaces are vendor agnostic and specified to your needs. We also offer APIs and SFTPs for interfacing and integrating with other systems. Our system is also capable of integrating with applicant tracking systems, video interviewing software, and third-party testing vendors. Furthermore, our system is designed to flow all changes made throughout all proposed system modules without the need for duplicate data entry. We also support integration with other authentication and authorization systems, specifically SAML 2.0 compliant Identity providers. Lastly, our system is designed to be scalable, allowing for the accommodation of new modules, applications, or third-party systems as the customer's needs evolve.	
47	Describe any “green” initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	Our company is committed to sustainability through various green initiatives that reduce environmental impact both internally and within our customer solutions. By leveraging cloud-based document management, digital workflows, and e-signature technology, we minimize paper usage and promote eco-friendly business practices. Our remote work capabilities and energy-efficient data centers, which comply with certifications such as ENERGY STAR, ISO 14001, and LEED, further reduce carbon emissions and resource consumption. Additionally, our solutions, including digital policy management, cloud-based scheduling, and electronic approvals, help organizations optimize operations while reducing waste. We also follow responsible e-waste recycling policies, ensuring electronic devices are disposed of sustainably. Through these initiatives, we support both our customers and our company in achieving a more environmentally responsible approach to business.	
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NEOGOV has not received any third-party issued eco-labels, ratings, or certifications specifically related to energy efficiency, life-cycle design (cradle-to-cradle), or other green/sustainability factors for the solutions included in this proposal. Our commitment to sustainability is primarily demonstrated through internal operations and features of our solutions that promote reduced resource usage, such as cloud-based systems that minimize the need for physical infrastructure and digital workflows that reduce paper consumption. While we continually strive to enhance our sustainability initiatives, obtaining specific eco-labels or certifications remains an area for future development. We are actively exploring opportunities to align our solutions with recognized environmental standards and certifications to not only improve our impact but also to better serve our clients in their sustainability goals.	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NEOGOV offers the most comprehensive suite of products and services tailored specifically for the workforce management needs of public safety entities. With more than 13,000 public sector customers, 5,000+ in law enforcement alone, our solutions have a proven track record of operational success. In addition to the proven quality of our products, we have a world class customer support team which contributes to our industry leading customer retention, satisfaction and net promoter scores. We are backed by reputable investment firms Warburg Pincus and Carlyle Group, ensuring financial stability and continuous investment in product development. Our product development approach is customer-centric, with an aggressive enhancement release schedule for rolling out new features and capabilities. We provide extensive training and support through the NEOGOV Community, including access to quarterly conference calls, online video tutorials, user groups, and free monthly training webinars. Our platform is a multi-tenant SaaS solution with robust security measures in place, including continuous vulnerability monitoring and management, intrusion detection, anti-malware, and anti-ransomware capabilities. We are SOC2 compliant to include HIPAA and CJIS controls as well as StateRAMP and TxRAMP authorized. As of March 2025, we are “in progress” with FedRAMP and scheduled for FedRAMP authorization in June 2025 with the Department of Veterans Affairs as our FedRAMP sponsor. We believe in the concept of a well integrated and open platform, offering the ability to integrate with third-party vendors, providing flexibility and customization to meet specific customer needs. These attributes make us a unique and reliable partner for Sourcewell participating entities.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	n/a	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	n/a	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	n/a	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	n/a	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	n/a	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Our standard payment terms stipulate net 30 for new business and net 60 for renewals. Invoices for renewals are issued 60 days before the subscription renewal date. Payment is due on the renewal date itself.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	No, NEOGOV does not offer leasing or financing options for educational or governmental entities.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	NEOGOV utilizes two primary transaction documents to e transparency, compliance, and clarity in all agreements w Sourcewell participating entities: Order Form – This document serves as the official agreement outlining the specific products and services purchased, including pricing, subscription terms, licensing details, and any applicable discounts under the Sourcewell contract. The Order Form ensures that all transactions are clearly documented and aligned with the agreed-upon terms. Service Level Agreement (SLA) – The SLA defines NEOGOV's service commitments, including system uptime guarantees, support response times, and resolution procedures for service-related issues. This document ensures consistent service reliability and establishes performance expectations for all Sourcewell participating entities. Together, these documents form the foundation of our procurement process, ensuring that every Sourcewell transaction is governed by clear, standardized terms that support operational efficiency and compliance. Both documents are attached as part of our submission for Sourcewell's review and approval.	*
62	Explain your licensing process and the service agreements required of end users.	NEOGOV's licensing process and service agreements for end users are structured to ensure compliance, clarity, and consistency across all engagements. Licensing Process: NEOGOV provides its Software-as-a-Service (SaaS) applications through a subscription-based licensing model. Customers purchase access to NEOGOV's platforms via an Order Form, Service Order, or Statement of Work (SOW), detailing the specific services, pricing, and subscription term. The SaaS subscription grants a limited, non-exclusive, non-transferable right to use the software for internal, non-commercial purposes. This access is granted only to Authorized Users, defined as employees, agents, contractors, or consultants of the customer for whom access has been purchased. Unless specified otherwise, subscriptions commence on the Effective Date (either the date of the signed Order Form or the first use of the services) and remain active for twelve (12) months, renewing automatically unless canceled with at least 30 days' notice. Service Agreements for End Users The NEOGOV Services Agreement outlines the terms of use, obligations, and responsibilities of customers and their authorized users. Key elements include: Customer Responsibilities – Customers must manage their Authorized Users, ensure compliance with applicable laws, and prevent unauthorized access to the system. They are responsible for any data uploaded into the platform and must adhere to security and privacy regulations. Restrictions on Use – Users may not sell, resell, sublicense, or distribute the services, attempt to reverse engineer the software, or use the system for unauthorized purposes such as storing or transmitting malicious content. Subscription Fees and Payment Terms – Customers are required to pay annual fees in advance, with late payments subject to penalties. Any increase in user count may result in additional subscription fees. Data Processing and Security – NEOGOV maintains commercially reasonable security safeguards for customer data. Customers retain ownership of their data but grant NEOGOV the right to process and store it for service functionality. Support and Maintenance – NEOGOV provides customer support via phone and online request submissions, as well as updates and upgrades to improve service functionality. Termination and Compliance Audits – NEOGOV reserves the right to suspend services if the agreement terms are violated or payments are overdue. Compliance audits may be conducted to verify adherence to contractual obligations. These agreements ensure that all users operate within clearly defined parameters, allowing for secure, effective, and compliant use of NEOGOV's services.	*

63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept P-cards and no, there is not an addi Sourcewell participating entities to use this process.	
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing Methodology: NEOGOV employs a tiered pricing model based on the Full-Time Employee (FTE) count of an organization. This structure ensures scalability and cost-effectiveness for public safety agencies of all sizes. Calculating FTE for Pricing: FTE count for the purposes of pricing NEOGOV products is calculated as 1 FTE for every FTE, 1/2 FTE for every part time employee, and 1/3 FTE for every seasonal employee. Other Pricing Methodologies: There are a few exceptions to the tiered-pricing methodology as noted in the provided price book for Sourcewell where the unit that is used for pricing purposes is different than the employee count of the organization. For example, Engage for 911 call centers is priced based on the estimated number of CAD dispatches per year, not the number of employees. An effort to made to make these distinctions obvious in the price book when looking at the product descriptions on a line item basis. Line-Item Pricing: Each product and pricing tier in the provided price book for Sourcewell has a specific SKU, description, and MSRP (Manufacturer's Suggested Retail Price) based on the number of FTEs in an organization. Tiered Discounts: The per-FTE cost decreases as agency size increases, making solutions more affordable on a per-employee basis for larger organizations. Discounted Pricing: Discounted pricing is available for Sourcewell participating entities, ensuring competitive rates compared to standard list pricing. Setup Costs: All software license purchases require a corresponding one-time setup/onboarding purchase.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The submitted pricing proposal lists the MSRP for the NEOGOV solutions. As a Sourcewell participating agency, each agency will receive a discount of 5% off of the listed MSRP. A quote can be generated per request to facilitate and validate the pricing and discount received.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	NEOGOV can facilitate purchases that utilize volume discounts however this would be handled case by case as additional details would be needed in order to propose adequate pricing for the requesting agency.	*

67	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	NEOGOV is committed to providing transparent and flexi for “sourced” products and related services that fall outsi standard Sourcewell contract. These non-contracted ("open market") items may include custom integrations, additional implementation services, specialized training, extended support packages, or third-party software add-ons. To ensure fair and competitive pricing, NEOGOV offers the following structured approach: Quote-Based Pricing Model – NEOGOV will provide a formal quote for all non-contracted items based on the specific needs of the participating entity. This quote will include a detailed cost breakdown, scope of work, and estimated timeline, ensuring full transparency before approval. Custom Pricing for Specialized Services – NEOGOV offers custom professional services such as: Advanced API integrations with third-party systems. Tailored implementation support beyond standard onboarding. Custom workflow configurations to meet agency-specific needs. On-site training programs for large-scale deployments. These services are priced separately and will be quoted on a per-project basis, ensuring alignment with agency requirements. Pre-Approved Service Tiers for Efficiency – To streamline procurement, NEOGOV can provide pre-approved service packages for additional training, consulting, or system configuration, allowing agencies to quickly obtain supplemental services without a lengthy procurement process. Compliance with Sourcewell Procurement Standards – NEOGOV will work closely with Sourcewell participating entities to ensure all purchases align with procurement policies, providing clear documentation and justifications for any non-contracted items. This approach ensures that agencies can access additional services and enhancements as needed, while maintaining compliance, cost transparency, and procurement efficiency.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All licenses, setup, training, and optional services have been included in our pricing submission. Our proposal provides complete pricing for all NEOGOV and PowerDMS products, including any additional features, services, or optional enhancements. The full breakdown of these costs can be found in the attached pricing sheet. Since all items required to utilize our solutions are accounted for, there are no hidden fees. NEOGOV remains committed to full pricing transparency, and any optional services can be selected based on the specific needs of Sourcewell participating entities.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	NEOGOV's is a cloud based software system, no freight or shipping of physical equipment is required.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	NEOGOV's is a cloud based software system, no freight or shipping of physical equipment is required.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NEOGOV delivers its cloud-based Software-as-a-Service (SaaS) solutions through a fully online deployment model, eliminating the need for physical distribution or on-premise installations. This approach ensures fast, secure, and scalable access for Sourcewell participating entities.	*

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NEOGOV employs a comprehensive self-audit process to compliance with our proposed agreement with Sourcewell proper pricing for all Sourcewell participating entities. A dedicated procurement team manages all procurement vehicles, including Sourcewell, and provides ongoing training to Sales, Finance, and Renewals teams to ensure adherence to specific procurement requirements. Every customer quote undergoes a multi-stage approval process, starting with Sales Leadership review to confirm pricing accuracy, followed by a Finance team compliance check, and final approval by the Chief Financial Officer (CFO) to ensure full adherence to Sourcewell's pricing structure. Additionally, NEOGOV collaborates with multiple resellers and cooperative agreements, each with unique compliance requirements, and carefully verifies that every order meets the standards of the relevant purchasing vehicle. This rigorous, multi-level oversight guarantees that all pricing and contractual terms remain accurate, transparent, and compliant. Our internal controls ensure that Sourcewell participating entities receive the correct pricing and that all agreements align with established procurement guidelines. By integrating cross-departmental training, leadership oversight, and structured compliance checks, NEOGOV maintains the highest level of accountability and accuracy in all Sourcewell-related transactions. This process reflects our commitment to delivering transparent, reliable, and compliant procurement solutions.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	NEOGOV utilizes key internal metrics to measure the success of our agreements, ensuring efficiency, cost savings, and value for Sourcewell participating entities. We track the number of deals processed through purchasing vehicles to assess adoption and utilization rates, providing insight into how effectively agencies leverage the agreement. Additionally, we monitor the total dollars saved by eliminating the need for third-party intermediaries, demonstrating the direct financial benefits of using the Sourcewell contract. By analyzing these cost savings, we ensure that agencies receive the most competitive pricing while streamlining procurement processes. Our team also evaluates overall contract performance by assessing customer engagement, deal velocity, and renewal rates to maintain continuous improvement. These metrics allow us to refine our approach, enhance customer experience, and ensure alignment with Sourcewell's goals. Through data-driven decision-making and ongoing performance tracking, NEOGOV remains committed to maximizing the success of this agreement for all participating entities.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	NEOGOV proposes a 2% administration fee for all sales made under the Sourcewell agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The submitted pricing proposal lists the MSRP for the NEOGOV/PowerDMS solutions. As a Sourcewell participating agency, each agency will receive a discount of 5% off of the listed MSRP. A quote can be generated per request to facilitate and validate the pricing and discount received.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)

Line Item	Question	Response *	

76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	NEOGOV offers a suite of integrated solutions tailored to meet the vario operational needs of public safety and law enforcement agencies. Our p designed not only to enhance efficiency and compliance but also to cate to the unique challenges faced by each agency, ensuring that each solution can be configured to fit specific operational requirements and procedural nuances. Our platform solutions include the following: Policy: A secure, cloud-based repository to manage policies and procedures across their entire lifecycle. Develop, review, approve, distribute, and track every policy with confidence, knowing that only one published version exists Training: Create, distribute, and track electronic training courses to reduce the cost and complexity of in-person training. Recall: Designed to reinforce employees' knowledge and recall of policy content, using AI-generated digital flashcards, created from your own job-critical documents in PowerPolicy. . Standards: Accreditation software that streamlines the management of policies and compliance documentation. Action: Facilitates documentation, management, and review of on-duty actions like pursuits and use-of-force through customizable forms and streamlined workflows2. IA: Track, manage, and report on internal investigations and complaints with secure, end-to-end case management software that integrates directly to PowerPolicy. Vitals: Document multiple indicators, quantify officer stress, and equip supervisors with customizable plans to support regular check-ins and healthy conversations with officers in need of assistance. Line: A public safety employee wellness and wellbeing mobile application designed to allow for fully anonymous engagement with curated content and a nationwide network of peer support volunteers. Ready: Assists agencies in managing, tracking, and measuring training for employees entering new career phases with real-time data and pre-built programs. Time: A workforce management platform that covers scheduling, timekeeping, training, and shift bidding tailored for the specific needs of public safety. Schedule: A next generation workforce management platform designed to meet the nuanced scheduling needs of larger agencies across multiple juristictions. Engage: A citizen engagement and feedback software solution for public safety agencies designed to keep citizens informed, measure citizen satisfaction and boost employee morale. Vetted: A background investigation software solution available fully integrated into NEOGOV Insight's applicant tracking system to manage the vetting process of candidates for public safety employment. Attract: A candidate relationship management tool fully integrated into NEOGOV Insight’s applicating tracking system that helps agencies source qualified public safety applicants faster. Insight: An applicant tracking system that eliminates the burden of manual processes for both your HR team and candidates streamlining complex public safety hiring. Onboard: Software that improves new hire onboarding with digital paperwork for new employees, more visibility, and agency-wide efficiency. Learn: Configurable learning management software that allows you to offer more training, reduce barriers to learning, and accommodate numerous learning styles. Perform: Performance management software that automates annual and probationary employee evaluations, allowing your HR team and department heads to identify skills gaps and areas of improvement in their employees. Eforms: A platform for storing and centralizing electronic employee files, creating electronic forms, converting existing forms, and building routing and approval workflows in a secure repository. CoreHR: A central hub for all employee data. Manage details like job titles, contact information, position(s), work rules, employee status, and much more.

		Time and Attendance: An employee time tracking tool that helps you ma hours, overtime, and time off. Payroll: Software to automate payroll processes while adhering to regulatory, union, and budgetary requirements. Payroll Services: Services provided by NEOGOV to handle ACH processing with direct deposit, child support and vendor payments. NEOGOV Payroll Services also include tax filings and payments as well as year-end paperwork like W2, 1095 reporting, printing and mailing. Benefits: Software to streamline the management of employee benefits programs including health insurance, retirement plans, like 457(b) and pensions, and a wide range of other perks. Integrations and Add-on: NEOGOV offers a variety of 3rd party integrations and 3rd party integrated products that enhance the value of NEOGOV products, specifically related to agency recruitment and products that are enhanced by access to read-only CAD/RMS data.	
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Here are the subcategories that best describe our products: -Incident tracking response and reporting, unit assignments and staffing, training activities, etc. -Operational management (scheduling, training, compliance, etc.) -Law enforcement case management	*

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	○ Yes ○ No		*
79	Mapping	Vertical location, indoor, outdoor	○ Yes ○ No		*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	○ Yes ○ No		*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	○ Yes ○ No		*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	○ Yes ○ No		*
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	○ Yes ○ No		*

Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	○ Yes ○ No		*
85		Operational management (scheduling, training, compliance, etc.)	○ Yes ○ No		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	○ Yes ○ No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	○ Yes ○ No		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	○ Yes ○ No		*
89		Digital and physical evidence management	○ Yes ○ No		*
90		E-citation systems	○ Yes ○ No		*
91		Law enforcement case management	○ Yes ○ No		*

Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		○ Yes ◉ No	n/a	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	◉ Yes ○ No	The NEOGOV products associated with this category/subcategory are: Action, Ready, Learn, Policy, Training as add on to Policy, Attract, Insight, and Onboard.	*
94	Mapping	Vertical location, indoor, outdoor	○ Yes ◉ No	n/a	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	○ Yes ◉ No	n/a	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	○ Yes ◉ No	n/a	*

97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	○ Yes ◉ No	n/a	
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	○ Yes ◉ No	n/a	*
99	Category 2 - Public Safety Response Agency Operations		○ Yes ◉ No	n/a	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	○ Yes ◉ No	n/a	*
101		Operational management (scheduling, training, compliance, etc.)	◉ Yes ○ No	The NEOGOV products associated with this category/subcategory are: CoreHR, Benefits, Time and Attendance, Payroll, Payroll Services, Perform, Learn, Eforms, Onboard, Insight, Attract, Integrations, Policy, Ready, Time, Schedule, Vetted, Standards, Engage, Line, IA, Vitals, Action, and Recall.	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	○ Yes ◉ No	n/a	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	○ Yes ◉ No	n/a	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	○ Yes ◉ No	n/a	*
105		Digital and physical evidence management	○ Yes ◉ No	n/a	*
106		E-citation systems	○ Yes ◉ No	n/a	*
107		Law enforcement case management	◉ Yes ○ No	The NEOGOV product associated with this category/subcategory is: IA	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - *Sourcewell NEOGOV Pricebook_3 4 25.xlsx - Tuesday March 04, 2025 14:39:41
- Financial Strength and Stability - KPMG audit letter.pdf - Tuesday March 04, 2025 05:35:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Sourcewell Exceptions (1) (1).pdf - Tuesday March 04, 2025 05:37:45
- Upload Additional Document - RFP_030425_Public_Safety_Software_Master_Agreement NEOGOV redlines rmm 2.7.2025 (2) (1).docx - Tuesday March 04, 2025 13:08:44

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joshua Snyder, Vice President of Strategic Partnerships, Governmentjobs.com Inc., dba NEOGOV

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	☑	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	☑	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	☑	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	☑	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	☑	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	☑	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	☑	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	☑	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	☑	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	☑	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	☑	1
Addendum_1_Public Safety_Software_030425 Fri January 17 2025 10:38 AM	☑	1

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: Michael Barajas, Public Works Director
Angela Hall, AM Consulting Engineers

SUBJECT: Public Hearing and Adoption of the City of Kerman's 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan (MB) (AH)

RECOMMENDATION: Council conduct a public hearing regarding the Draft 2025 Urban Water Management Plan (UWMP) and 2025 Water Shortage Contingency Plan (WSCP), adopt (i) Resolution Adopting The 2025 Urban Water Management Plan and (ii) Resolution Adopting the WSCP.

DISCUSSION:

The Urban Water Management Planning Act (California Water Code Sections 10610 through 10656) requires urban water suppliers providing water to more than 3,000 service connections or supplying more than 3,000 acre-feet of water annually to prepare and adopt a UWMP every five years. As the City of Kerman meets this definition, it is required to update its UWMP for the 2025 reporting cycle.

The City adopted its previous UWMP and WSCP on July 13, 2022. The Draft 2025 UWMP and WSCP have been prepared in accordance with the California Water Code and the California Department of Water Resources 2025 UWMP Guidebook. The UWMP evaluates the City's long-term water supply reliability through 2050 and includes updated information on water demands, groundwater supplies, water loss performance, demand management measures, drought risk assessment, and water system energy use. The Plan concludes that the City's available groundwater supplies are adequate to meet projected water demands under normal, single dry-year, and multiple dry-year conditions.

The updated WSCP establishes the City's procedures for responding to water shortages and catastrophic supply interruptions through six standardized shortage levels with corresponding demand reduction targets, water use restrictions, and response actions.

The Draft UWMP and WSCP were prepared in compliance with all public notification and review requirements of the California Water Code.

1. Notices were sent out at least 60 days prior to the public hearing per Water Code 10621 notifying that the City was reviewing the plan and considering amendments.
2. Notices of the Public Hearing were published per Government Code 6066 on July 29, 2026, and August 5, 2026.

3. The City also sent a special notice to those who were sent the 60 day notice of the date and time of the public hearing.

Comments were received by North Kings Groundwater Sustainability Agency (NKGSA) on July 31, 2026.

Following City Council adoption, the documents will be submitted to the California Department of Water Resources and distributed in accordance with state law.

FISCAL IMPACT:

There is no direct fiscal impact associated with adoption of the 2025 UWMP or the 2025 WSCP. Maintaining a current UWMP is required by the California Water Code and is generally a prerequisite for eligibility to receive grants, loans, and other financial assistance administered by the California Department of Water Resources and other State funding agencies. Adoption of the 2025 UWMP will maintain the City's compliance with State requirements and preserve eligibility for future water infrastructure funding opportunities.

ATTACHMENTS:

A. Resolution of the City Council of the City of Kerman Adopting the 2025 Urban Water Management Plan.

B. Resolution of the City Council of the City of Kerman Adopting the 2025 Water Shortage Contingency Plan.

Attachment 'A'

RESOLUTION NO. 26 -__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN

WHEREAS, the Urban Water Management Planning Act (California Water Code Sections 10610 through 10656) requires every urban water supplier providing water for municipal purposes to more than 3,000 service connections or supplying more than 3,000 acre-feet of water annually to prepare and periodically update an Urban Water Management Plan (UWMP); and

WHEREAS, California Water Code Section 10621 requires urban water suppliers to review and update their UWMP every five years and submit the adopted Plan to the California Department of Water Resources (DWR); and

WHEREAS, the City of Kerman is an urban water supplier as defined by California Water Code Section 10617 and previously adopted its 2020 Urban Water Management Plan on July 13, 2022; and

WHEREAS, the Draft 2025 Urban Water Management Plan has been prepared in accordance with the requirements of the Urban Water Management Planning Act and the California Department of Water Resources 2025 Urban Water Management Plan Guidebook; and

WHEREAS, pursuant to California Water Code Sections 10621 and 10642, the City provided notice of its intent to prepare the 2025 Urban Water Management Plan to the applicable public agencies, made the Draft 2025 Urban Water Management Plan available for public inspection, published notice of the public hearing in accordance with Government Code Section 6066, and provided notice of the hearing to the cities and counties within which the City provides water service; and

WHEREAS, a duly noticed public hearing was held by the City Council on August 12, 2026, during which all interested persons were given an opportunity to be heard and all comments received regarding the Draft 2025 Urban Water Management Plan were considered prior to adoption.

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 the City of Kerman 2025 Urban Water Management Plan.

SECTION 3. The Council authorizes and directs the Public Works Director, or designee, to submit the adopted 2025 Urban Water Management Plan to the California Department of Water Resources, the California State Library, and all other

agencies as required by California Water Code Section 10644, to make the adopted Plan available for public review, and to take all actions necessary to implement the requirements of the Urban Water Management Planning Act.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 12th day of August, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana-Zamudio
City Clerk

Attachment 'B'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ADOPTING THE 2025 WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the Urban Water Management Planning Act (California Water Code Sections 10610 through 10656) requires every urban water supplier providing water for municipal purposes to more than 3,000 service connections or supplying more than 3,000 acre-feet of water annually to prepare and periodically update an Urban Water Management Plan (UWMP); and

WHEREAS, California Water Code Section 10632 requires each urban water supplier to prepare and adopt a Water Shortage Contingency Plan (WSCP) that establishes the actions the supplier will undertake to respond to water shortages and catastrophic water supply interruptions; and

WHEREAS, the City of Kerman is an urban water supplier as defined by California Water Code Section 10617 and previously adopted its 2020 Water Shortage Contingency Plan on July 13, 2022; and

WHEREAS, the Draft 2025 Water Shortage Contingency Plan has been prepared in accordance with the requirements of the Urban Water Management Planning Act and the California Department of Water Resources 2025 Urban Water Management Plan Guidebook; and

WHEREAS, the 2025 Water Shortage Contingency Plan establishes six standard water shortage levels, identifies corresponding demand reduction actions, response measures, communication procedures, enforcement provisions, annual water supply assessment procedures, and actions to address catastrophic water supply interruptions in accordance with California Water Code Section 10632; and

WHEREAS, pursuant to California Water Code Sections 10621 and 10642, the City provided notice of its intent to prepare the 2025 Urban Water Management Plan and Water Shortage Contingency Plan to the applicable public agencies, made the Draft Water Shortage Contingency Plan available for public inspection, published notice of the public hearing in accordance with Government Code Section 6066, and provided notice of the hearing to the cities and counties within which the City provides water service; and

WHEREAS, a duly noticed public hearing was held by the City Council on August 12, 2026, during which all interested persons were given an opportunity to be heard and all comments received regarding the Draft 2025 Water Shortage Contingency Plan were considered prior to adoption.

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 the City of Kerman 2025 Water Shortage Contingency Plan.

SECTION 3. The Council authorizes and directs the Public Works Director, or designee, to submit the adopted 2025 Water Shortage Contingency Plan to the California Department of Water Resources in accordance with California Water Code Section 10644, make the adopted Plan available for public review, and take all actions necessary to implement the requirements of the Urban Water Management Planning Act and the Water Shortage Contingency Plan.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 12th day of August, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: Consideration of Street Naming Request In Recognition of Jay Gill (JAJ)

RECOMMENDATION: Council consider the street naming request, determine whether to approve the request regarding part or all of Isabella Avenue, and provide direction to Staff on development of a Street Naming Policy.

BACKGROUND:

At the May 27, 2026, City Council meeting, Mayor Pacheco requested a future agenda item regarding a street naming request. Earlier that week, staff had learned of this request and recommended to Council that they be given the opportunity to prepare a memorandum explaining the request, its genesis, and potential options for the Council to consider, since other Councilmembers were not familiar with this matter. On May 29, 2026, staff distributed an extensive memo (**Attachment 'A'**) detailing the origination of the request, street naming protocols, and considerations for the pending requests.

On June 10, 2026, Mayor Pacheco requested that this matter be placed on the Agenda for June 24, 2026, for Council consideration. At its meeting of June 24, 2026, the Council tabled this matter in order to get clarification from the FPPC regarding a potential conflict under the Levine Act.

The City Attorney sought written advice from the FPPC. The following response was received:

> Ms. Montoy:
>
> Thanks for your patience while we researched your question. You are correct that Section 84308 does not define "entitlement for use proceeding." That said, in this case, because naming a street after a person is more ceremonial in nature and does not involve an entitlement for use—such as a permit, variance, contract, etc.—Section 84308 does not apply.
>
> Please let us know if you have any further questions.

Based on the foregoing this matter is now back on the agenda for Council consideration.

DISCUSSION:

In researching this matter, staff has learned that in 2024, Kerman Unified School District (KUSD) agreed to "support and not oppose" naming Isabella Ave, in whole or part, in honor of Jay Gill, an adjacent landowner who provided assistance to KUSD during the development of Harvest Elementary School, as included in **Attachment 'A'**.

Currently, the City of Kerman has no street naming policy. The historical practice is that new streets in alignment with existing streets get extended with a continuation of the same name. For new streets within a subdivision with no logical connectivity to existing streets, developers have been allowed to name, or submit names, of their choosing for approval by the City. That is why Kerman has streets named after the master developer's or builder's children, for example.

In the case of the current request, (**see Attachment 'B' - Map**) the section of street considered in honor of Mr. Gill is in existing alignment with Isabella Avenue, which is intended to run from west of Siskiyou on an east west route through Madera Ave (CA 145) and continue eastward to Goldenrod as properties develop.

It should be noted that if the entirety of Isabella Avenue was to be renamed, 14 existing homes at the western end would be affected by this change.

If only the portion of Isabella Avenue that runs from Madera Avenue (CA 145) to First Street were renamed, it would be adjacent to Harvest Elementary School and be responsive to the wishes of KUSD, reflecting Mr. Gill's assistance, but it may cause continuity confusion with an east-west alignment changing names between north-south streets.

Public comment includes **'Attachment C'**, which is a letter received at the June 24th meeting from Michael Chaney regarding the naming of the street.

Finally, it remains to be determined the exact renaming requested. A determination needs to be made by Council if the renamed segment is labeled Gill Avenue, or Jay Gill Avenue or Gill Way, etc. We understand from Mr. Gill that he prefers "Gill Avenue."

FISCAL IMPACT:

The fiscal impact is expected to be minimal for signage changes. If existing residential addresses are changed, then the fiscal impact is unknown.

ALTERNATIVES:

1. Council approve naming part of Isabella Avenue for Jay Gill which means there will be a break in the name.

2. Council approve naming all of Isabella Avenue for Jay Gill which means that 14 residents on Isabella Avenue will be affected.

3. Council approve an honorary street sign below the Isabella Avenue sign. This type of honorary signage is used in many cities.

4. Approve Alternative 1, 2, or 3 and direct staff to return with a formal street naming policy for the future.

5. Reject the request.

ATTACHMENTS:

A. Council Steet Naming Memorandum
B. Map of Isabella Avenue (existing and proposed)
C. Chaney Letter

Attachment 'A'

Memorandum

To: Mayor and City Council

From: John Jansons, City Manager

Date: May 29, 2026

Subject: Future Agenda Item: Request by Mayor Pacheco on behalf of Jay Gill and KUSD

Introduction:

At the May 27, 2026, City Council meeting, a future agenda item was requested from Mayor Pacheco regarding a request for street naming in recognition of Mr. Jay Gill as supported by KUSD. As a result, staff was directed to provide the Council with the background on this matter and agreed to schedule this matter for Council consideration at a future meeting when all five Council Members are expected to participate in this discussion. (Upcoming meetings in June will have anticipated absences of one or two Councilmembers given previous commitments.)

Background:

The **attached letter** dated April 3, 2024, from KUSD to Mr. Gill is attached here where they indicate they would not oppose and would support the naming of Isabella Ave. after Jay Gil in some fashion, but that this decision was within the authority of and at the discretion of the City.

I was only provided this letter after receiving a phone call from Mr. Gil on Monday, May 25th, (Memorial Day) voicing his concern that " the City (Jerry Jones) was not approving what he and KUSD had agreed to".

After speaking with Mr. Gil, I explained that this was the first time we heard of this.

Past practice of the City has been to extend street names when they are in substantial alignment with existing streets to maintain continuity and cohesion following standard engineer practices and in support of clarity and public safety.

In this case, Isabella Ave **(Refer to Graphic of Street Map provided)** was already designated as the west - east street beginning at Siskiyou to the West and following a parallel alignment to Whitesbridge Road, eastbound through Del Norte, First Street abutting the new Harvest Elementary School site to the North, then intersecting Madera Ave. and continuing eastward through the recently approved subdivision named, "Harvest Estates".

For the existing west end of Isabella Ave., there are currently 14 occupied homes, which makes re-naming more complicated.

In general, cities often have clearly proscribed street naming policies. Kerman does not. As referenced above past practice has been to continue aligned street names. In the case of a new street that does not align with existing streets, the City has traditionally allowed the developer of a subdivision to suggest / submit names for City approval new street within the subdivision.

For example, California Street or Kearney Blvd. continues east - west through Kerman, new neighborhoods taking access from those primary streets have had streets named after a developer's children's first names (Susan, Brian, Joseph, etc.).

In the absence of an adopted policy or standard practice:

In the absence of an adopted policy or standard practice, cities may consider street naming options that addresses the jurisdiction not having a formally adopted street naming policy or established naming criteria. As a result, the street name may be selected at the discretion of the approving authority, Kerman City Council, subject to any applicable addressing, emergency response, postal service, or mapping requirements.

In evaluating potential street names, the following practical considerations may be helpful:

- Avoid names that duplicate or closely resemble existing street names within the jurisdiction or surrounding service areas.
- Select names that are easy to pronounce, spell, and communicate for emergency services and the public.
- Consider names that reflect local geography, history, natural features, community character, or project identity.
- Ensure compliance with any addressing standards required by emergency dispatch, postal authorities, or mapping agencies.

Typical Naming Options:

The following options are presented for consideration:

Option 1 – Geographic Feature

Name the street after a nearby natural or geographic feature, such as a creek, hill, valley, tree species, or landscape characteristic.

Option 2 – Historical or Cultural Reference

Name the street to recognize a historical figure, event, cultural element, or locally significant landmark.

Option 3 – Neighborhood Theme

Select a name that aligns with existing street names or themes within the surrounding neighborhood to maintain consistency.

Option 4 – Developer or Property Owner Suggestion

Approve a proposed name submitted by the developer or property owner, provided it does not conflict with existing addressing systems.

Option 5 – Community-Inspired Name

Solicit name suggestions from nearby residents, community groups, or stakeholders and select a preferred option.

Assistance to KUSD:

The origin of this request and the suggestion that a street be named for Mr. Gil appears to be connected to the cooperation Mr. Gil provided KUSD in selling them an easement along the westside of Madera Ave (CA 145), north of "Isabella Ave" for a southbound right hand turn lane required by Cal Trans. It should be noted, that granting of the easement for public a purpose was a condition of development of Mr. Gil's project to the north, but with KUSD's project moving ahead on a faster timeline, the Harvest Elementary School project required this improvement immedicably and could not wait until Mr. Gil would have been required to build the right of way / roadway improvements in future years.

KUSD reports that KUSD purchased the easement of 7,979 square feet of land for $9,200 ($1,15 sq ft) based upon an appraisal and negotiations.

Conclusion:

Because no formal street naming policy currently exists, any of the above options may be considered by City Council including the "continuity practice" used by Kerman, provided the selected name can be accommodated within local addressing and emergency response systems.

Direction from City Council is requested regarding the preferred naming approach and final street name selection.

Attachments:

1. Graphic of Street Map / Alignment of Isabella Avenue
2. 2024 Letter from KUSD to Mr. Jay Gill regarding naming street.
3. E-mail from Superintendent Gordon Pacheco


NIELSEN AVE
NIELSEN AVE
EXISTING STREET
PLANNED/FUTURE STREET
ISABELLA AVE
ISABELLA AVE
14 EXISTING HOMES W/ ISABELLA ADDRESSES
HARVEST ELEM
SISKIYOU AVE
DEL NORTE AVE
FIRST ST
MADERA AVE
WHITESBRIDGE RD
WHITESBRIDGE RD
Google Earth

Kerman Unified School District

Gordon Pacheco, District Superintendent
Kraig L. Magnussen, Assistant Superintendent/Chief Business Official
Gabe Melgoza, Assistant Superintendent Personnel
Pam Sellick, Assistant Superintendent Educational Services

Board of Trustees
Daniel Babshoff
Maria S. Cantu
Julie Gragnani
Kindra Melgoza
Jim Volkoff

April 3, 2024

Mr. Jay Gill
15319 W. Nielsen Avenue
Kerman, California 93630

Re: **Letter of Support Naming of Street**

Dear Jay:

I am writing this letter of support to name a street in our community. I believe that naming a street is not merely a matter of assigning a label to a geographical location, but it is an opportunity to serve as a powerful educational tool, allowing future generations to learn about the rich history of our community. A well-chosen street name can enhance the identity and character of our neighborhood, contributing to a sense of place and belonging for residents and visitors alike.

In conclusion, this letter of support would not oppose the landowners request to name the road between our properties. The District and the landowner understand this will be determined by the City of Kerman.

Sincerely,

Gordon Pacheco
Superintendent
Kerman Unified School District

Notice of Nondiscrimination in District Programs and Activities: The Kerman Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, national origin, nationality, race or ethnicity, ethnic group identification, religion, marital or parental status, sex, sexual orientation or association with a person or a group with one or more of these actual or perceived characteristics. (Designated Compliance Officer: Assistant Superintendent Personnel, Address: 15218 W. Whitesbridge Avenue, Kerman, CA 93630, Phone Number: (559) 843-9000)

John Jansons

From: Gordon Pacheco <gordon.pacheco@kermanusd.com>
Sent: Tuesday, May 26, 2026 8:29 AM
To: John Jansons
Cc: William Skinner; Jay Gill; Kraig Magnussen
Subject: Naming of the Street Near Harvest Elementary
Attachments: KUSD Letter for Jay Gill Naming Rights 4-3-24.pdf

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

John,
Kerman Unified School District would like to assist Jay Gill and the City of Kerman regarding the naming of the street next to Harvest Elementary School. We want to ensure the process moves forward smoothly and in alignment with any City requirements or guidelines.

Please let us know what information, documentation, input, or formal actions are needed from KUSD to assist with the street naming process. Additionally, the District is not opposed to any request made by Jay Gill as part of the street naming process. We appreciate the opportunity to work together and look forward to supporting Jay Gill in any way necessary.

Enclosed is a formal letter from the District that was sent to Jay's team back in April 2024.

Gordon Pacheco
Superintendent
Kerman Unified School District
(559) 843 - 9002

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Attachment 'B'

NIELSEN AVE

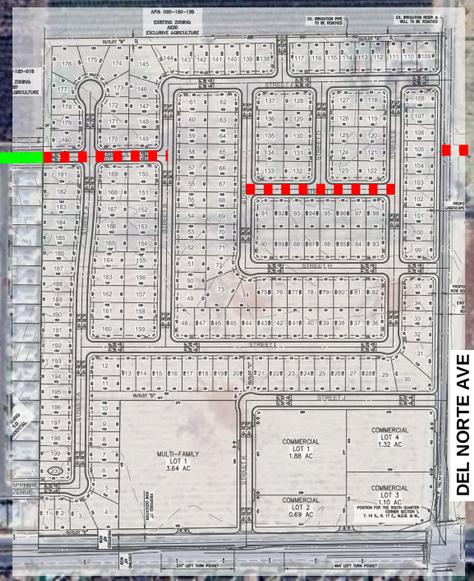
ISABELLA AVE

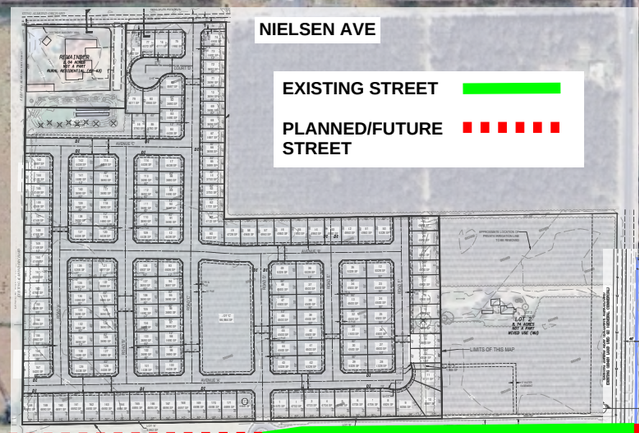
14 EXISTING HOMES W/ ISABELLA ADDRESSES

SISKIYOU AVE

WHITESBRIDGE RD

DEL NORTE AVE





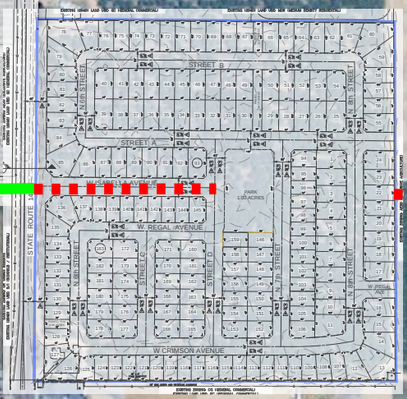
ISABELLA AVE

HARVEST ELEM

FIRST ST

WHITESBRIDGE RD

MADERA AVE



Google Earth

Image © 2025 Airbus

June 23, 2026

Mayor Pacheco and Council Members
City of Kerman
850 S Madera Avenue
Kerman, CA 93630

Re: Renaming of Isabella Avenue

Dear Mayor Pacheco and Council members,

I understand the Council will consider renaming Isabella Avenue at the June 24 Council hearing under agenda item 7.A. As the applicant for Harvest Estates (Tentative Tract Map No. 6509), whose primary ingress and egress is Isabella Avenue, I respectfully offer the following comments.

Mr. Gill's cooperation with Kerman Unified School District in providing the easement needed for a right-turn lane is appreciated; however, I have worked on Harvest Estates for more than two years, and this is the first notice I have received of the proposed street-name change. The project's builder for Harvest Estates has proceeded with the understanding that the street would remain Isabella Avenue and has prepared marketing materials accordingly. Changing an existing street name would also affect fourteen existing residents and may create confusion with Mr. Gill's recently entitled subdivision, Gill Orchard Estates.

In recognition of Mr. Gill's contribution, I support Alternative #3 in the staff report: installing honorary street signs below the Isabella Avenue signs between Del Norte Avenue and Madera Avenue. This approach would provide appropriate recognition while preserving the existing street name and avoiding unnecessary confusion.

Alternatively, Kerman Unified School District may consider naming a school facility, such as the gymnasium, district office, stadium, or scoreboard, in Mr. Gill's honor.

Thank you for your consideration.

Respectfully,

Michael Chaney, Manager
North Kerman, LLC (Applicant for Harves Estates Tentative Tract Map No. 6509)

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Award of Contract for the Fiscal Year 25/26 Street Sealing Project to VSS International, Inc. (JG)

RECOMMENDATION: Council adopt the resolution:

1. Awarding the FY 25/26 Street Sealing Project to VSS International, Inc. in the amount of $369,211.00; and

2. Authorizing a 10% construction contingency in the amount of $36,900.00; and

3. Authorizing the City Manager to sign the construction contract on behalf of the City; and

4. Authorizing the City Manager to sign change orders, up to the additional contingency amount, on behalf of the City.

EXECUTIVE SUMMARY:

The FY 25/26 Street Sealing Project (Project) will rehabilitate local streets in various areas of the City. The work consists of: 1) filling of surface cracks for preserving pavement structure sections; 2) dig out and reconstruction of pavement areas with structure failure; 3) overlay of areas where the pavement surface is showing significant cracking and weathering. Streets with a more typical level of surface deterioration will receive a Type II slurry seal, while streets with a higher level of surface deterioration will receive a rubberized cape seal to extend their useful lives. The selection of the streets to be sealed and the appropriate seal type were based on the age of the pavement, the Pavement Condition Index (PCI) from the City's Pavement Management System (PMS), and field review.

On June 24, 2026 the City advertised a request for bids with five contractors submitting by the July 29, 2026, 2:00 PM deadline. The results are as follows:

Contractor	Base Bid
VSS International, Inc.	$369,211.00
American Asphalt South, Inc.	$378,559.84
American Pavement Systems, Inc.	$380,597.33
Roy Allan Slurry Seal, Inc.	$438,746.74
Pavement Coatings Co.	$443,631.15

The engineer's construction estimate for the Project is in the amount of $330,000. VSS International Inc.'s bid amount is 11.9% in excess of said estimate. The elevated cost is attributable to the fluctuating cost of petroleum used in the project's aphalt materials. Staff has reviewed the bid submitted by VSS International, Inc. and determined the bid received to be responsive and VSS International, Inc. to be a responsible contractor.

FISCAL IMPACT:

The total estimated Project cost is $501,000 including design, construction, construction management, and contingency. The Project will be funded from Local Transportation Funds.

ATTACHMENTS:

A. Resolution
B. Vicinity Map

Attachment 'A'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AWARDING CONTRACT FOR THE FISCAL YEAR 25/26 STREET SEALING PROJECT TO VSS INTERNATIONAL, INC.

WHEREAS, the Invitation to Bid for FY 25/26 Street Sealing Project, was published in the Kerman News on June 24, 2026 and was sent electronically and mailed to all construction trade journals specified for the City by the California Uniform Construction Cost Accounting Commission in accordance with the City's Formal Contract Procedures and California Public Contract Code Section 22037; and

WHEREAS, the Project consists of the sealing of local streets in various areas of the City; and

WHEREAS, the following bids for the Project were publicly opened and read aloud at the Kerman City Hall on July 29, 2026 at 2:00 PM:

Contractor	Base Bid
VSS International, Inc.	$369,211.00
American Asphalt South, Inc.	$378,559.84
American Pavement Systems, Inc.	$380,597.33
Roy Allan Slurry Seal, Inc.	$438,746.74
Pavement Coatings Co.	$443,631.15

WHEREAS, the City Engineer's Estimate was $330,000.00.

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

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

2. Upon the recommendation of the City Engineer, the Council awards the FY 25/26 Street Sealing Project to VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691 in the amount of Three Hundred and Sixty-Nine Thousand Two Hundred and Eleven Dollars and Zero Cents ($369,211.00) which is incorporated by reference.

3. The City Manager is authorized to sign the City's standard form of agreement for construction projects, as contained in the bid package on behalf of the City of Kerman.

4. The City Manager is authorized to sign change orders, up to the additional contingency amount, on behalf of the City.

5. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

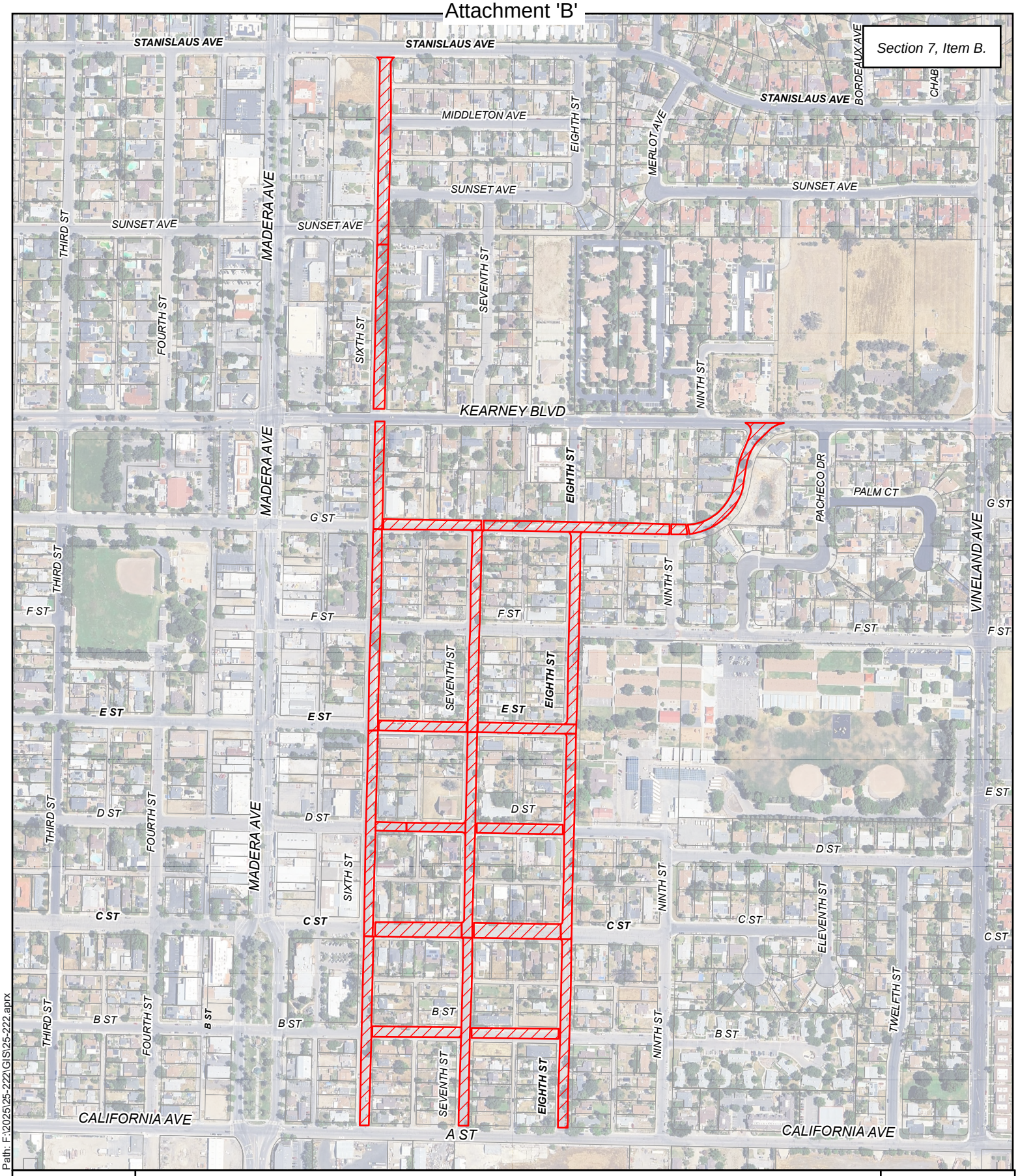
The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

Attachment 'B'



Path: F:\2025\25-222\GIS\25-222.aprx

Legend

Project Location

0 225 450
Feet

Vicinity Map

City of Kerman

FY 25/26 STREETS SEALING PROJECT

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS

STAFF REPORT

MEETING DATE: August 12, 2026

PRESENTER: Fernando Perez, Contract Planner

SUBJECT: Consideration of Opportunity Zone 2.0 Recommendation for Eligible Census Tract in the City of Kerman (FP)

RECOMMENDATION: Adopt a resolution authorizing the City Manager, or designee, to submit a Local Authority Recommendation to the Governor's Office of Business and Economic Development (GO-Biz) requesting that the following eligible census tracts be considered for Opportunity Zone 2.0 designation: 40.05 (06019004005), 40.06 (06019004006)

EXECUTIVE SUMMARY:

Opportunity Zones 2.0 is a renewed federal-state designation process intended to encourage long-term investment in eligible economically distressed census tracts through tax-advantaged investment tools. California is currently soliciting local recommendations for eligible tracts, and designation of a Kerman tract that could strengthen the City's ability to attract private investment for economic development, housing, revitalization, infrastructure, and job-generating projects.

This action would authorize the City to formally request that the State consider one or more eligible Kerman census tracts for designation as Opportunity Zones under the current Opportunity Zones 2.0 cycle. The recommendation does not designate a tract, approve development, or commit City funds, but it positions the City to compete for inclusion in California's statewide nomination package.

BACKGROUND:

The Opportunity Zone program was originally created to channel private capital gains investment into economic distressed communities, and the Opportunity Zones 2.0 continues that framework through a new round of tracts designations. California's GO-Biz is administering the local recommendation phase, during which cities and other authorized public entities may recommend eligible census tracts for the Governor's consideration.

Go-Biz indicates that the state will consider factors such as alignment with California Jobs First priorities, affordable housing and RHNA implementation, shovel-ready sites, and evidence of public investment or readiness to attract private investment. The Local Authority Recommendation process requires one submission per eligible tract and includes questions about strategic sectors, partners, committed investment, and site readiness.

DISCUSSION:

If a census tract for the City of Kerman is ultimately selected for Opportunity Zone 2.0 designation could improve the City's visibility to investors and developers seeking to place capital in designated areas. Potential benefits may include increased market attention for housing, business expansion, redevelopment, industrial or logistic activity, infrastructure-supportive development, and adaptive reuse or infill opportunities, depending on the characteristics of the tract.

For the City, the practical value of seeking designation is that it creates another economic development tool that can complement local land use planning, capital improvements, housing efforts, and infrastructure planning. Recommendation of a tract does not guarantee investment, but it may help the City compete more effectively for private capital by highlighting Kerman's opportunity areas and readiness for future projects.

Staff recommends that the City Council authorize submission of a recommendation for the following tracts 40.05 (06019004005), 40.06 (06019004006) as shown in **Attachment 'B'**. Staff further recommends authorizing the City Manager, or designee, to finalize supporting narratives and tract-specific information required by GO-Biz, including descriptions of strategic-sector alignment, investment readiness, committed public improvements, and supporting partners.

FISCAL IMPACT:

There is no direct fiscal impact associated with authorizing submittal of the recommendation other than staff time. Any future project, incentive, infrastructure commitment, or funding request associated with a designated tract would return to the City Council for separate consideration.

ENVIRONMENTAL REVIEW:

Authorization to recommend a census tract for Opportunity Zone 2.0 consideration is not a project under CEQA because it does not commit the City to any specific development or physical improvement. In the alternative, the action is exempt under CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that authorizing submittal of a recommendation has no possibility of causing a significant effect on the environment.

ATTACHMENTS:

A. Resolution
B. Opportunity Zones 2.0 Eligibility

Attachment 'A'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AUTHORIZING SUBMITTAL OF A LOCAL AUTHORITY RECOMMENDATION TO THE GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT FOR OPPORTUNITY ZONE 2.0 DESIGNATION OF ELIGIBLE CENSUS TRACTS WITHIN THE CITY OF KERMAN

WHEREAS, the Opportunity Zone 2.0 program is a renewed federal-state designation process intended to encourage long-term private investment in eligible economically distressed census tracts through tax-advantaged investment tools; and

WHEREAS, the Governor's Office of Business and Economic Development (GO-Biz) is administering the local recommendation phase for Opportunity Zones 2.0, during which cities and other authorized public entities may recommend eligible census tracts for the Governor's consideration; and

WHEREAS, the City of Kerman is eligible to recommend the following census tracts for Opportunity Zone 2.0 designation: 40.05 (06019004005), 40.06 (06019004006); and

WHEREAS, designation of one or more eligible Kerman census tracts could strengthen the City's ability to attract private investment for economic development, housing, revitalization, infrastructure, and job-generating projects; and

WHEREAS, the Local Authority Recommendation process requires tract-specific information regarding strategic sectors, partners, committed investment, and site readiness, and staff has recommended authorizing the City Manager, or designee, to finalize those supporting narratives and materials; and

WHEREAS, the City Council finds that authorization to recommend census tracts for Opportunity Zone 2.0 consideration is not a project under the California Environmental Quality Act because it does not commit the City to any specific development or physical improvement, and in the alternative is exempt pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the action has no possibility of causing a significant effect on the environment.

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

1. The City Council hereby authorizes and directs the City Manager, or designee, to submit a Local Authority Recommendation to GO-Biz requesting that the following eligible census tracts be considered for Opportunity Zone 2.0 designation: 40.05 (06019004005), 40.06 (06019004006).

2. The City Manager, or designee, is further authorized to prepare, finalize, execute, and submit any applications, narratives, forms, attachments, letters, and other

supporting materials required or deemed necessary or appropriate for the City's Opportunity Zone 2.0 recommendation.

3. The City Council acknowledges that submission of the Local Authority Recommendation does not obligate the City to approve any future development, expend City funds, or undertake any specific project, and that any future project, incentive, infrastructure commitment, or funding request associated with a designated tract shall return to the City Council for separate consideration.

4. The officers and staff of the City are authorized and directed to take such additional actions as may be necessary or appropriate to carry out the intent of this Resolution.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

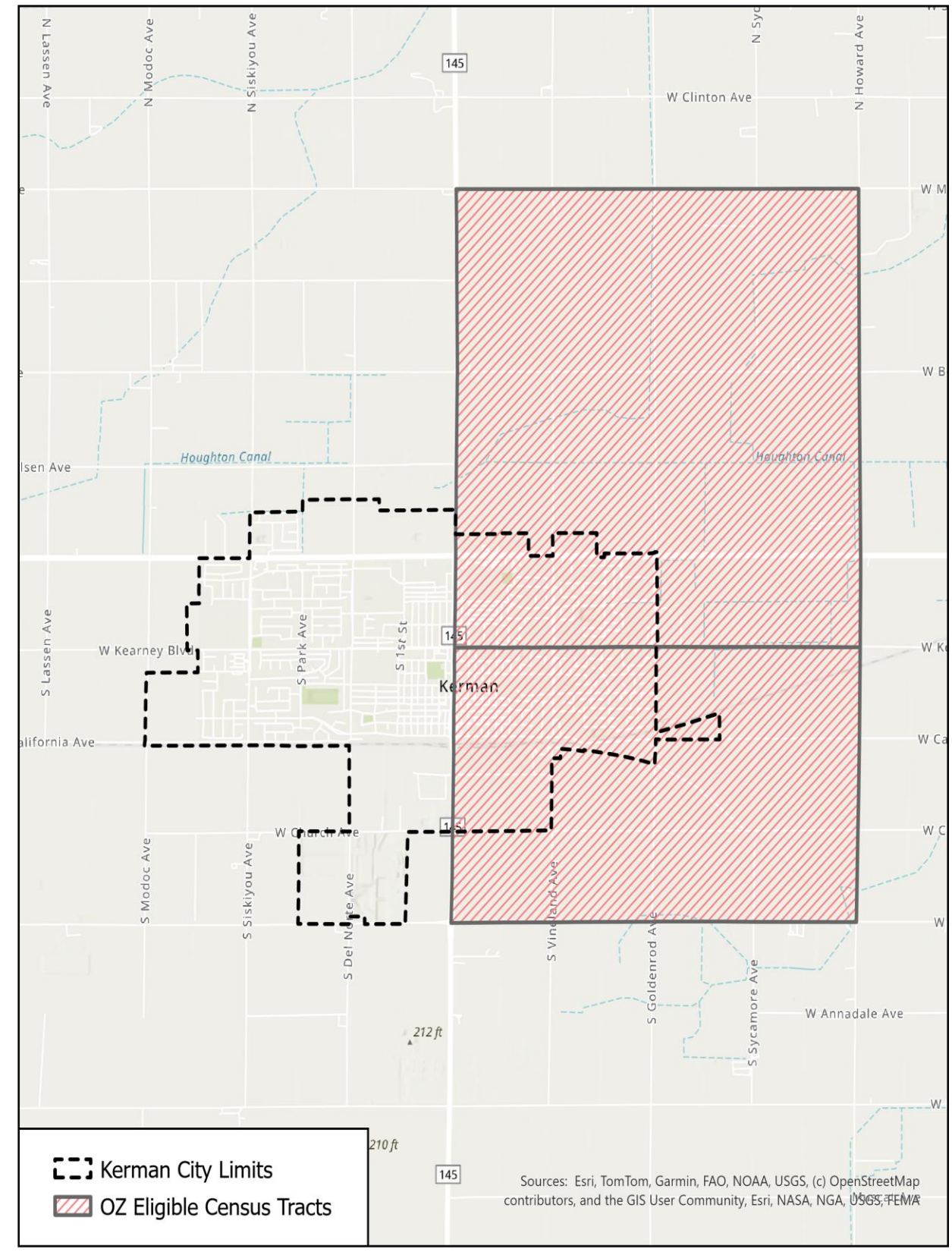
ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk



N

0 0.75 1.5 3 Miles

PRECISION CIVIL ENGINEERING, INC