



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

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

August 5, 2024

6:00 PM

Council Chamber

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

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

Written Comments

- Members of the public are encouraged to submit written comments at: www.cityofclovis.com/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

CAMPAIGN CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE - Pursuant to Government Code section 84308, a Councilmember shall not accept, solicit, or direct a campaign contribution of more than \$250 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Councilmember who has received a campaign contribution of more than \$250 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code section 84308(e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$250 made within the preceding 12 months by the party or their agent to any Councilmember. The disclosure shall be made as required by Government Code Section 84308(e)(1) and 2 CCR Section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$250 to any Councilmember during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

CALL TO ORDER

FLAG SALUTE - Councilmember Bessinger

ROLL CALL

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

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

- [1.](#) Administration - Approval - Minutes from the July 1, 2024, Council Meeting.
- [2.](#) Administration - Receive and File – Business Organization of Old Town (BOOT) Fourth Quarter Report, April through June 2024.
- [3.](#) Administration - Approval – Adoption of the City of Clovis Affordable Housing Trust Fund Program Guidelines.
- [4.](#) Administration - Approval - Community Development Block Grant (CDBG) Subrecipient Agreement with Marjaree Mason Center for \$51,061 in 2024-2025 CDBG funds; and Authorize the City Manager to execute a CDBG Agreement, and any amendments thereto, for the provision of services to domestic violence survivors.

- [5.](#) Administration – Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, April to June 2024.
- [6.](#) Administration - Approval – Request from Central Valley Fallen Heroes for closure of portions of Pontiac Way and Never Forget Lane, adjacent to the California 911 Memorial to hold the annual Fallen Heroes Car Show on October 5, 2024.
- [7.](#) Finance - Approval - Res. 24-____, Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2024-25.
- [8.](#) General Services – Approval – Approve the first amendment to the Environment Control Agreement for janitorial services; and Authorize the City Manager to execute the First Amendment Agreement contract extension with Environment Control for services for total annual proposed charges of \$566,376.00, and additional annual charges for special services of \$35,352.00.
- [9.](#) General Services – Approval – Res. 24-____, Authorizing the City Manager to Execute an Agreement for FY 2024-2025 Older Americans Act Funding for Title III C-1 Nutrition Services through the Fresno-Madera Area Agency on Aging (FMAAA); and Approval - Res. 24-____, Amending the FY 2024-2025 General Services Department Budget to Reflect \$48,000.00 in Grant Funding for the Clovis Senior Activity Center Awarded by the Fresno-Madera Area Agency on Aging.
- [10.](#) General Services – Approval - Waive the City’s Usual Purchasing Procedures and Authorize the Purchase of Furniture for Public Safety Headquarters from Core Business Interiors Utilizing Pricing from a Competitive Bid Award Through the County of Fresno, for a total cost of \$99,998.50.
- [11.](#) General Services – Approval - Waive the City’s Usual Purchasing Procedures and Authorize the Purchase of Furniture for Personnel Offices, located at 1625 Shaw Avenue, from Core Business Interiors Utilizing Pricing from a Competitive Bid Award Through the County of Fresno, for a total cost of \$124,730.97.
- [12.](#) Planning and Development Services – Approval – Final Acceptance for CIP 22-05 Trail Pavement Maintenance 2022, with a final contract cost of \$147,049.76.
- [13.](#) Planning and Development Services – Approval – Final Acceptance for CIP 24-04 ADA Curb Return Ramps 2024 – T3 with a final contract cost of \$237,099.11.
- [14.](#) Planning and Development Services Department – Approval – Res. 24-____, A request to authorize the City Manager to execute a second amendment to a previously executed consultant agreement between the City of Clovis and Ascent Environmental, Inc., in the amount of \$72,420.00 for the preparation of the Housing Element update and related services.

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

- [15.](#) Consider Approval of various actions related to a proposed general tax ballot measure for the November 5, 2024, Municipal Election:
 - a. Consider Approval - Res. 24-____, Calling for and giving notice of the holding of a Special Municipal Election to be consolidated with the regularly scheduled General Municipal Election to be held on November 5, 2024, to present to voters a measure to increase the sales and use tax in the City of Clovis by one percent (1.0%) as required by the provisions of the laws of the State of California relating to General Law Cities; requesting consolidation thereof with the statewide general election to be held on the same date; requesting that the Fresno County Board of Supervisors authorize the

Fresno County Clerk/Registrar of Voters to render specified services to the City of Clovis relating to the conduct of the Special Municipal Election; and approving the proposed ballot measure description; and

b. Consider Introduction - Ord. 24-____, An Ordinance of the City Council of the City of Clovis Adding Section 3.3.312 to Article 3 of Chapter 3.3 of Title 3 of the Clovis Municipal Code Pertaining to the Imposition of a Transactions (Sales) and Use Tax; and

c. Consider Introduction - Ord. 24-____, (Uncodified) – An Ordinance of the City Council of the City of Clovis Imposing a Transactions (Sales) and Use Tax to be Administered by the California Department of Tax and Fee Administration.

Staff: John Holt, City Manager

Recommendation: Approve

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

[16.](#) Receive and File – Update on Additional Stakeholder Meetings Relating to Development Impact Fees for Fiscal Year 2024-2025.

Staff: Thad Avery, City Engineer / Paul Armendariz, Deputy Public Utilities Director

Recommendation: Receive and File

[17.](#) Consider Approval - Res. 24-____, Amending the 2024-25 City Attorney budget for the General Fund in the amount of \$1,765,588 for litigation settlement costs with funding from the Emergency Reserve and the Planning and Development Services Fund.

Staff: Andrew Haussler, Assistant City Manager

Recommendation: Approve

COUNCIL ITEMS

[18.](#) Consider Approval – A Request to Submit a Letter of Opposition regarding Senate Bill 7 (Blakespear), The Homeless Housing Obligation Act .

Staff: John Holt, City Manager

Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL COMMENTS

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

19. Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: City Manager

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

ADJOURNMENT

FUTURE MEETINGS

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

August 12, 2024 (Mon.)

August 19, 2024 (Mon.)

Sept. 3, 2024 (Tue.)

Sept. 9, 2024 (Mon.)

Sept. 16, 2024 (Mon.)

CLOVIS CITY COUNCIL MEETING

July 1, 2024

6:00 P.M.

Council Chamber

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

Flag Salute led by Councilmember Basgall

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

PRESENTATION – 6:06

6:06 – ITEM 1 - UPDATE ON THE ALISA ANN RUCH BURN FOUNDATION CHAMP CAMP SUPPORT FROM THE CLOVIS FIRE DEPARTMENT AND THE ANNUAL COPS AND KIDS SPORTS CAMP SPONSORED BY THE CLOVIS POLICE DEPARTMENT AND RECREATION.

PUBLIC COMMENTS – 6:22

Written public comment received from John Edwards and George Beal.

Mayor Ashbeck acknowledged and honored the recent passing of Mine Ikeda, a centenarian from the City of Clovis.

Roopam Aroza, resident, invited the Council to the Teeyan Festival on July 14, 2024.

Brent Berdine, resident, invited the Council to the Veterans Game Fest starting July 12, 2024.

Jenny Kran, a resident, discussed the landscape crew blocking the sidewalk, causing pedestrians to navigate a dangerous embankment.

Mayor Ashbeck removed herself from the public comment regarding the congregate health care facility due to a potential conflict of interest.

Tom Judd, resident, spoke in opposition to a proposed construction of a congregate health care facility within his neighborhood, and requested an item be placed on a future Council agenda to address concerns about the facility's size, parking, safety, and its impact on the neighborhood before construction begins.

Steven Henry, resident, spoke in opposition to the construction of the congregate health care facility's size and its lack of integration with the surrounding homes and requested an item be placed on a future Council agenda to ensure the facility blends better into the community.

Motion by Councilmember Pearce, seconded by Councilmember Basgall to appeal the planning commission's approval of a proposed congregate health care facility for properties located at 2901 and 2939 Armstrong Avenue and direct staff to place the appeal public hearing on the matter on

a future City Council agenda, bypassing the standard appeal fee process after acknowledging significant neighborhood interest. Motion carried 4-0-0-1 with Mayor Ashbeck recusing.

CONSENT CALENDAR – 6:51

UPON CALL, THERE WAS NO PUBLIC COMMENT.

Motion by Councilmember Basgall, seconded by Councilmember Pearce, that items 2-9 and 12 on the Consent Calendar be approved. Motion carried by unanimous vote.

2. Administration - Approved - Minutes from the June 17, 2024, Council Meeting.
3. Administration - Approved – Authorize the City Manager to enter into an agreement with the Jamison Family Community Property Trust for the lease of 1625 Shaw Ave., Suites 101 & 103, for approximately \$205,000 per year.
4. Administration - Approved – Waive Normal Purchasing Process and approve the purchase of replacement desktop computers and servers using competitively bid contracts with purchasing provisions for California State and Local government agencies.
5. Administration - Approved - Authorize the renewal of the next generation antivirus software subscription from the Center for Internet Security (CIS) in the amount of \$72,105.00 per year for three years.
6. Administration – Approved – Authorize the Mayor to enter into a non-binding agreement, adding Clovis to a list of regional partners seeking to attract companies and jobs associated with the semiconductor industry.
7. General Services – Approved – **Res. 24-77**, Approving a Side Letter Agreement with the Transit Employees Bargaining Unit (TEBU) to Include Part-Time/Extra-Help Bus Drivers and Part-Time/Extra-Help Van Drivers; and Authorizing the City Manager to Execute the Agreement.
8. General Services – Approved - Reallocation of Capital Improvement Program Funds for Senior Center Tenant Improvements.
9. General Services – Approved - Claim Rejection of the General Liability Claim on behalf of Natilidawn Gonzales.
12. Public Utilities – Approved – Waive Formal Bidding Procedures and Authorize the City Manager to Execute a Contract with HF&H Consultants, LLC to Assist in the Preparation and Evaluation of a Request for Proposals for Recycling and Organics Collection Services for the Base amount of \$59,980.

ITEMS PULLED FROM CONSENT CALENDAR

6:52 ITEM 10 - PLANNING AND DEVELOPMENT SERVICES – APPROVED – FINAL ACCEPTANCE FOR CIP 24-03 ADA CURB RETURN RAMPS 2024 – T2.

Motion for approval by Councilmember Basgall, seconded by Councilmember Mouanoutoua. Motion carried 4-0-0-1 with Councilmember Bessinger abstaining.

6:52 ITEM 11 - PLANNING AND DEVELOPMENT SERVICES – APPROVED – FINAL ACCEPTANCE FOR TRACT 6245, LOCATED AT THE NORTHEAST CORNER OF ASHLAN AND LOCAN AVENUES (WILSON PREMIER HOMES).

Motion for approval by Councilmember Basgall, seconded by Councilmember Bessinger.
Motion carried 4-0-0-1 with Councilmember Mouanoutoua abstaining.

COUNCIL ITEMS – 6:53

6:53 – ITEM 13 - APPROVED - CITY OF CLOVIS YOUTH COMMISSION BYLAWS.

Upon call, there was no public comment.

Motion for approval by Councilmember Basgall, seconded by Councilmember Bessinger.
Motion carried by unanimous vote.

7:12 – ITEM 14 - CONSIDERED – UPDATE AND RECOMMENDATIONS FROM THE HISTORIC PRESERVATION COMMITTEE.

Upon call, there was no public comment.

Motion by Councilmember Basgall, seconded by Councilmember Mouanoutoua to approve the recommendations from the Historic Preservation Committee and direct staff to come back with a draft ordinance for the Council to consider. Motion carried by unanimous vote.

ADMINISTRATIVE ITEMS – 7:48

7:48 ITEM 15 - RECEIVED AND FILED - SUMMARY OF ADDITIONAL STAKEHOLDER MEETINGS RELATING TO DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2024-2025.

Darius Assemi, Granville Homes Developer, spoke in opposition to the current fee structure and methodology and requested an additional 60-day extension to better understand and address the complex issues.

Ryan Toncheff, Granville Homes CEO, spoke regarding the interest rate applied to the development impact fees and requested a 60-day extension to allow for further analysis.

Sayre Miller, resident, discussed how the impact fees are managed and allocated over time, especially concerning future development and infill projects.

Darren Rose, President and CEO of the Fresno-Madera Builders Industry Association requested additional time to review and analyze the development impact fees and related financial aspects before implementation.

It was the consensus of the Council to proceed with staff recommendations and return to Council in August with an update on the report.

9:25 ITEM 16 - ADOPTED - **ORD. 24-10**, OA 2024-001, A REQUEST TO AMEND THE DEVELOPMENT CODE TO MODIFY THE DESCRIPTION R-2 (MEDIUM-HIGH DENSITY RESIDENTIAL) ZONE DISTRICT TO INCREASE THE MAXIMUM DENSITY FROM 15 TO 20 DWELLING UNITS PER ACRE) AND TO MODIFY THE R-3 (MULTI-FAMILY RESIDENTIAL, HIGH DENSITY) ZONE DISTRICT TO INCREASE THE MINIMUM DENSITY FROM 15.1 TO 20.1 UNITS PER ACRE. **(VOTE 4-0-1 WITH COUNCILMEMBER BESSINGER ABSENT).**

Upon call, there was no public comment.

Motion for approval by Councilmember Pearce, seconded by Councilmember Basgall. Motion carried by unanimous vote.

9:26 ITEM 17 - APPROVED – COST-OF-LIVING INCREASE AND UPDATED SALARY SCHEDULE FOR EXECUTIVE MANAGEMENT EMPLOYEES.

Upon call, there was no public comment.

Motion for approval by Councilmember Mouanoutoua, seconded by Councilmember Bessinger. Motion carried by unanimous vote.

PUBLIC HEARINGS – 9:28

9:28 ITEM 18 - CONSIDER ITEMS ASSOCIATED WITH FEES UNDER THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT AND FIND THAT THE PROJECT IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES. CITY OF CLOVIS, APPLICANT.

Upon call, there was no public comment.

18A. APPROVED - **RES. 24-78**, A REQUEST TO APPROVE A RESOLUTION AMENDING PLAN CHECK, INSPECTION SERVICES, ENCROACHMENT PERMITS, AND COMMUNITY INVESTMENT PROGRAM RATES.

Motion for approval by Councilmember Bessinger, seconded by Councilmember Pearce. Motion carried by unanimous vote.

18B. APPROVED - **RES. 24-79**, A REQUEST TO APPROVE THE 2024 CITY OF CLOVIS PLANNING DIVISION FEE SCHEDULE.

Motion for approval by Councilmember Bessinger, seconded by Councilmember Pearce. Motion carried by unanimous vote.

CITY MANAGER COMMENTS – 9:34

Reported on the recent Supreme Court ruling concerning the enforcement of public space ordinances, specifically related to camping in public spaces and will continue to provide updates to the Council.

COUNCIL COMMENTS – 9:35

It was the consensus of the Council to direct staff to prepare a letter of opposition to Senate Bill 7, related to housing, and bring it back to Council on August 5, 2024.

CLOSED SESSION – 9:43

ITEM 19 - GOVERNMENT CODE SECTION 54956.9(D)(1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION CASE NAME: DESIREE MARTINEZ V. CITY OF CLOVIS, ET AL., CASE NO. F082914

ITEM 20 - GOVERNMENT CODE SECTION 54956.9(D)(1) CONFERNECE WITH LEGAL COUNSEL - EXISTING LITIGATION IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION; U.S. DISTRICT COURT, N.D. OHIO, EASTERN DIVISION; CASE NO.1:17-MD-2804.

ITEM 21 - GOVERNMENT CODE SECTION 54957 PUBLIC EMPLOYEE APPOINTMENT / EMPLOYMENT TITLE: CITY MANAGER

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION – 10:29

No action taken.

ADJOURNMENT

Mayor Ashbeck adjourned the meeting of the Council to August 5, 2024.

Meeting adjourned: 10:30 p.m.

Mayor

City Clerk



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 5, 2024

SUBJECT: Administration - Receive and File – Business Organization of Old Town (BOOT) Fourth Quarter Report, April through June 2024.

ATTACHMENTS: 1. Business Organization of Old Town (BOOT) Fourth Quarter Report, April through June 2024.

RECOMMENDATION

That the City Council receive and file the BOOT Fourth Quarter Report, April through June 2024.

EXECUTIVE SUMMARY

According to the 2023–2024 agreement between the City of Clovis and the Business Organization of Old Town, BOOT is to submit quarterly reports to the City Manager and City Council. The amount to be funded is \$15,000.

BACKGROUND

According to the 2023-2024 agreement between the City of Clovis and the Business Organization of Old Town, BOOT is to submit quarterly reports to the City Manager and City Council detailing the progress of BOOT's promotional and marketing activity. Attached, as **Attachment 1**, is the Fourth Quarter Report covering April through June 2024 activities. The amount to be funded is \$15,000.

FISCAL IMPACT

The amount to be funded is \$15,000, which is called out in the 2023-2024 Budget.

REASON FOR RECOMMENDATION

The attached report meets the requirement established in the 2023-2024 agreement between the City of Clovis and the Business Organization of Old Town.

ACTIONS FOLLOWING APPROVAL

Staff will process payment to BOOT.

CONFLICT OF INTEREST

None.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager *SM*

Boot Quarterly Report: Quarter 4 April 1 – June 30, 2024

In accordance with the Agreement between City of Clovis/community & Economic Development Department and the Business Organization of Old Town Clovis for the fiscal year 2023-2024, the following items have been accomplished to date.

Goal #1:

Maintain a viable organization with membership reflective of the diversity of Old Town Clovis.

Objective:

- To maintain current level of membership and seek new members each year. We currently have 91 members.
- To unite the merchants of Old Town as a group of businesses working together for the betterment of the whole downtown district.

Strategy:

- Provide information on the website about B.O.O.T., B.O.O.T. membership, benefits of membership and application forms year-round.
- Personal visits to businesses in the PBIA to recruit and retain memberships.
- Contact with businesses outside the PBIA to recruit and retain Associate Memberships, AKA "Friends of B.O.O.T."
- Allow members to pay dues in full or on a payment plan based on their finances.
- Created a membership benefit package to attract both regular and associate members as well as soliciting new members.
- Design benefits that will be exclusive to B.O.O.T. membership.
- Provide information to merchants of Old Town regarding activities conducted in and around Old Town through the BOOT social media accounts & email blasts.
- Communicate information to merchants on activities at the monthly B.O.O.T. membership meetings, our exclusive Facebook member page and through weekly E-Blasts. Post events for all organizations in Clovis on B.O.O.T. Website and ensure that if someone searches for an event, B.O.O.T.'s website is in the top results.
- Plan and post meeting notices via email for monthly B.O.O.T. membership meetings.
- Advertise frequently to promote Old Town Clovis on behalf of all merchants.
- Enhance existing programs to draw more people to Old Town Clovis.

Results:

- A membership and organization characteristic of Old Town Clovis.
- Created a member only page on Facebook in August 2021 and created a weekly member e-blasts in to keep the merchants involved and active in our events. We have over 15k subscribers in our e-blast database.
- We invested in Call Multiplier which is a mass texting tool that we use to help better our communication with our members.

ATTACHMENT 1

- Members are sought throughout the year and new businesses are invited to join.
- Members meet at American Legion on the 1st Wednesday of each month.
- The Board of Directors meet monthly at Noon, on the 3rd Wednesday of each month to discuss issues pertinent to the organization, i.e. past and future events, review finances and other pertinent information to the organization.
- Board members represent our diverse merchant groups: office professional, property owners, restaurants, bars, antique, gift, and specialty stores. The 2023 Board of Directors is as follows:

*Cora Shipley, Director at Large (through 2024)

* Mark Smith, Director at Large (through 2025)

* Tom Frost, Director at Large (through 2025)

* Dave Shivers, Director at Large (through 2024)

* Julie Glenn, Director at Large (through 2025)

* Jennifer Green, Director at Large (through 2024)

* Ronnie Silva, Director a Large (through 2024)

* The Marketing/Events Committee continues to improve existing events, create new events and activities specifically designed to bring customers directly into the businesses.

Goal #2

Maintain Old Town Clovis' promotional activities

Objective:

- Successfully manage, promote, and operate events in Old Town Clovis, as well as create new events on an ongoing basis that attract visitors to Old Town Clovis. We kicked off Friday Night Farmers Market on May 3rd followed by our Spring Wine Walk on May 4th. Despite the weather, we had 21 merchants participating and sold a little over 700 tickets. We partnered with Hot Rod Coalition and had our Old Town Motorama on Saturday, May 18th. We had an estimated 600 car entries and thousands upon thousands of car enthusiasts came out that day. The following weekend we had our Glorious Junk Days. It was the biggest Glorious Junk Days we have had with vendor participation and crowd!
- To provide a quality event giving people a reason to visit the downtown district.
- To develop marketing strategies to keep Old Town competitive with malls and other shopping areas.
- To attract customers and visitors, both old and new to the downtown district.
- To present Old Town Clovis as an attractive, appealing, friendly and inviting business community.

Strategy:

- Develop, operate, promote, maintain, and pay for events that bring people to Old Town Clovis.
- Establish and maintain events that highlight Old Town Clovis locally, nationally, and internationally.

- Meet all requirements set by City, State and other agencies for activities, events, and attractions.
- Develop new events and activities to help bring visitors to Old Town Clovis while maintaining a safe and inviting atmosphere.
- Create and pay for multi-media advertising campaigns for general advertising such as generic “Shop Local in Old Town Clovis” that will be starting the end of July 2024.
- Continue to evolve events so they continue to attract new people.

Results

- This quarter’s events included the Year-Round Saturday Morning Farmers Market, Farmers Market, Spring Wine Walk, Old Town Motorama and Glorious Junks Days.
- **Goal #3**

Maintain marketing strategies, including safety and appearance and advertising techniques to position the image of Clovis through Old Town Clovis’ unique character.

Objective:

- Create a broad awareness of Old Town Clovis.
- Establish Old Town Clovis as an immediate, intermediate and end destination.
- Retain the established customer base.
- Reach out to Central California so that more people become aware of what Clovis offers.
- Work with City Officials to maintain a safe, crime-free area where people feel safe and like bringing their families to Old Town Clovis.

Strategy:

- Secure multi-media advertising campaigns to promote Old Town Clovis along with event generated promotions
- Submit calendar of events to community and online calendars
- Use Website, Instagram, Pinterest, Facebook to promote Old Town Clovis in general, as well as merchant businesses and specific events.
- Ongoing outreach to businesses outside of the PBIA to relocate to Old Town Clovis.
- Work with City of Clovis Police Department to create a safe atmosphere in Old Town Clovis.
- Work with City of Clovis staff to create a clean, well-maintained streetscape in Old Town Clovis.

Results:

- We continue to work with traditional TV and radio We have been actively promoting Farmers Market on 93.7 Kiss Country, 105.5 The Legend and Y101.1.
- Facilitated wide exposure for Old Town Clovis, it's events, character, and appeal
- Stimulated customer and visitor traffic in Old Town Clovis, as evidence as we have seen an increased number of customers in town and attendees for all our events.
- Been promoting individual B.O.O.T. Member businesses, created event pages on Facebook & Instagram for upcoming events in Old Town, thereby giving excellent exposure since August 2021. We have over 35K followers.
- Communicate information to sources essential for tourism opportunities, capturing disposable money from customers who have an option to spend it elsewhere.
- Completed a complete web-site overhaul in March 2021 with new members page, event information, and Old Town Clovis resources.

Goal #4:**Provide information on activities to the Tourism Advisory Committee****Strategy:**

- Participate as an active member of the Tourism Advisory Committee -
- Supply the Clovis Visitors Center with information regarding events, activities and leads for tour groups.
- Provide event information for visitclovis.com
- Actively promote Old Town Clovis and Member Businesses on Facebook, Instagram, Pinterest and B.O.O.T.'s website.

Results:

- Ensured Old Town Clovis is recognized as a tourism destination.
- Businesses in Old Town showcased Old Town as a friendly and inviting throughout the spring and summer months.
- B.O.O.T. works directly with the Visitors Center to be sure they have current event information, including Event Cards with all street events listed

Goal #5:

Obtain and maintain Workers Compensation, State Disability and Directors and Officers Policy as well as any other insurance coverage as required by law.

Objective:

- Qualify for Workers Compensation, State Disability coverage, General Liability, and all required Insurances.

Strategy:

- To meet all requirements of renewal; indemnify, hold harmless and defend the City of Clovis, Community and Economic Development Department, its officers, agents or employees.
 - Completed and submit for renewal the State Fund Compensation Insurance Fund policy information. All of our insurance policies go through Scott Dority at DiBuduo & DeFendis

- Results:

- Obtained General Liability Policy coverage period April 21, 2024 to April 21, 2025.
- State Fund Compensation Policy renewed for period April 1, 2024 to March 31, 2025.
- Directors and Officers Policy will renew for period August 4, 2024 to August 4, 2025.
- Certificates of Insurance with Endorsements provided to the City of Clovis.

Goal #6:

Annual Compliance Audit

Objective

- To successfully complete a compliance audit conducted by an independent auditor - We will be providing a quarterly P&L statement and an annual complete P&L report prepared by Krikorian & Company, 1715 N. Fine Avenue, Fresno, CA 93727.

Strategy:

- Efficiently maintain and preserve all records needed to demonstrate full compliance.

Results:

Financial Status:

- Attached is the most recent Financial Report for March that was prepared by CPA Firm Krikorian & Co. Also, attached is the 2023 Year-End Review Audit Financial Report that was prepared by Henderson CPA.
- We invested in Bill.com which is helping manage our accounts payables and bill pay more effectively and efficiently.

Summary:

Old Town Clovis plays a significant role in creating a favorable image for the City of Clovis. Growth within Old Town Clovis is one of the more important priorities to ensure the future and well-being of Clovis'

Redevelopment Project Area. In order to continue the economic vitality of the central trading district, considerable time and effort has been invested in an effort to encourage new businesses to locate and expand in Old Town Clovis. Old Town Clovis has seen many new businesses come into the area in the past few years and many more are looking for space.

Updates to the PBIA:

- The Business Organization of Old Town represents many business and property owners and operators, within the central business district, who will be affected directly or indirectly by future business promotion efforts and seeks to strengthen the promotion of Old Town Clovis thereby assuring its continued influence on economic growth in both Old Town Clovis and the City as a whole.
- Garbage and recycling needs must be addressed as more people in Old Town equals more garbage and recycling. Inadequate garbage/recycling cans are having an impact on Old Town.
- There are always changes taking place in Old Town Clovis. The following details most of these changes:
 - **New Businesses and changes within Old Town Clovis:**
 - HLC Studio
 - New Owners at Clovis Floral
 - Jay Newsome Optometry moving into Steve Shutes former office
 - **Business Closures within the PBIA:**
- **Properties that remain vacant:**
 - 339 Pollasky Avenue, the former Quilters Paradise is sitting still – no activity.

Business Organization of Old Town
Profit & Loss
 January through March 2024

	Jan - Mar 24
Ordinary Income/Expense	
Income	
City of Clovis / PBIA Funding	30,000.00
Farmer's Market	1,042.80
FM Annual Membership	9,030.00
Membership	14,400.00
Merchandise Sales	1,287.50
Merchant Fee	1,450.00
Sponsorships	1,500.00
Ticket Sales	36,760.00
Vendor Fees	23,251.00
Interest Income	346.96
Rewards & Rebates	325.25
Total Income	119,393.51
Gross Profit	119,393.51
Expense	
Advertising & Marketing	
Media (Radio, TV)	1,000.00
Signs, Banners, Etc.	3,604.29
Social Media	600.00
Website Update	4,548.50
Advertising & Marketing - Other	851.33
Total Advertising & Marketing	10,604.12
Auto Expense	800.00
Bucks Merchant Pmts (OTC & Res)	75.00
Business License & Taxes	1,388.22
Computer Software	240.00
Depreciation	275.76
Donations	1,500.00
Dues & Subscriptions	1,641.56
Entertainment	2,150.00
Equipment Rentals	4,466.75
Fuel	184.56
Health Insurance	642.57
Insurance	1,873.94
Legal & Professional Fees	11,402.87
Meals	138.99
Members Meetings	370.94
Merchandise Expense	2,848.47
Merchant Fees	2,450.01
Office Supplies	4,169.86
Outside Services	1,859.40
Payroll Fees	544.00
Rent	
ROU Lease Expense	10,800.00
Rent - Other	2,400.00
Total Rent	13,200.00
Salaries & Wages	34,920.09
Security	1,400.00
Supplies	1,957.95
Supplies - Deminimus	2,890.64
Taxes - Payroll	4,049.04
Telephones	1,772.54
Utilities	1,815.99
Website Maintenance	300.00
Total Expense	111,933.27
Net Ordinary Income	7,460.24
Net Income	7,460.24

No assurance is provided on these financial statements.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 5, 2024

SUBJECT: Administration - Approval – Adoption of the City of Clovis Affordable Housing Trust Fund Program Guidelines.

ATTACHMENTS: 1. Affordable Housing Trust Fund Program Guidelines

RECOMMENDATION

For the City Council to adopt the City of Clovis Affordable Housing Trust Fund Program Guidelines.

EXECUTIVE SUMMARY

The Clovis City Council approved the creation of the Affordable Housing Trust Fund (AHTF) Program at its April 8, 2024, meeting. Action today will adopt the Program Guidelines enabling the implementation of the program. Staff will publish a Request for Proposal/Notice of Funding Availability (RFP/NOFA) for the use of the HTF Program Funds, recommend a project for selection to City Council, and subsequently apply for State of California Local Housing Trust Fund (LTHF) Program funds to provide additional match funds for the selected project. Currently the Clovis HTF has \$1,000,000 set aside for a potential project. The application to CA LTHF, if successful will match these funds 1:1, bringing the total of Housing Trust Funds to \$2,000,000.

BACKGROUND

The City of Clovis Housing Trust Fund Program was approved by City Council on April 8, 2024, in accordance with the terms of the Judgment entered in the Martinez v. City of Clovis case. Since that time Staff has been diligently working to draft program guidelines and fund the HTF, in anticipation of the State of California releasing its own NOFA for State LTHF monies. The State released its LTHF NOFA on July 9, 2024, and all applications are due by September 17, 2024.

Requirements of the State LTHF include approval of local program guidelines, publication of an RFP/NOFA, and selection of a specific project for funding (or projects). The attached Clovis Affordable Housing Trust Fund (AHTF) Program Guidelines will enable Staff to proceed with implementation of the program in time to meet the California LTHF application deadline.

The Guidelines Identify the following eligible activity types:

- New Construction of Multi-Family Units (including senior housing) and/or Single-Family Units
- Rehabilitation of Multi-Family Units (including senior housing) and/or Single-Family Units

The following types of projects will be given priority funding order:

- Projects that provide new development for senior housing, new multi-family housing units and/or new single-family units.
- Projects that are compliant with the Housing Needs Assessment identified in the City's Consolidated and Annual Action Plan for Community Development Block Grant Funds.
- Projects that can provide evidence of site control.
- Projects that have initiated/completed Site Plan Review or applicable land use entitlements.

Second priority will be given to housing rehabilitation projects.

All proposals will be reviewed by City staff for eligibility and adherence to the City's Guidelines, and additionally for compatibility with the CA LHTF Guidelines; and one (or more) project will be selected for funding recommendation to the City Council. Public comment and citizen feedback will be prioritized prior to recommending a project(s) to City Council. City Council will have final approval on the selected/proposed project.

If selected for CA LHTF funding, a potential project can have up to \$2,000,000 available for development purposes. Clovis HTF Program monies will be provided as a construction and/or permanent financing loan, with simple interest, of no higher than 3 percent per annum. A portion of HTF/LHTF funds can be used for program administration (not more than 5%). The loan will be a "residual receipts loan", payable in fifty-five (55) years (for rental housing units), or forty-five (45) years for homeownership units, or other term of years as may be required by senior affordable housing financing to the City's loan. The City will record affordability covenants on the project to ensure adherence to affordability and loan requirements.

The following income targeting requirements will mirror CA LTFH guidelines:

- A minimum of 30% of funds will be set aside for households earning 30% or less AMI
- The remaining funds will be set aside for households earning 80% or less AMI

Additional loan parameters, including underwriting requirements can be found in Attachment 1 - Affordable Housing Trust Fund Program Guidelines.

Next steps will include publication of the Clovis AHTF Program RFP/NOFA immediately following Council approval of the Program Guidelines; closing of the City application period; staff selection of a recommended project(s); public comment/citizen feedback; Council review/approval of selected project(s); staff submittal of application to the CA LHTF for funding the selected project.

FISCAL IMPACT

The City approved transferring \$1,000,000 in General Fund dollars into the Clovis Affordable Housing Trust Fund Program as part of its 2024-2025 Budget. If successful, a matching fund

application to the State of California can provide 1:1 match for these Program monies, for a total of \$2,000,000 available for the project. A total of 5% of these funds can be used for Program Administration by City Staff.

REASON FOR RECOMMENDATION

Implementation of the Clovis Affordable Housing Trust Fund Program, including applying to the State of California for matching funds, will satisfy the requirements of the Judgement.

ACTIONS FOLLOWING APPROVAL

Staff will publish an RFP/NOFA for the utilization of the HTF program monies immediately following Council approval of the guidelines attached. Subsequently staff will select a project(s) for funding recommendation, solicit public comments and citizen feedback and present proposed project(s) to City Council for review/approval. Upon Council approval of the selected project(s) Staff will submit an application to the State of California LHTF for matching funds, by their deadline of September 17, 2024.

CONFLICT OF INTEREST

None.

Prepared by: Claudia Cazares, Housing Program Manager

Reviewed by: City Manager *JH*



CITY OF CLOVIS
AFFORDABLE HOUSING TRUST FUND (HTF) PROGRAM
PROGRAM GUIDELINES

This Affordable Housing Trust Fund Program (Program) is established as required to implement the terms of the Judgment entered by the court on March 19, 2024, in the Martinez v. City of Clovis case (Fresno County Superior Court Case No. 19CECG03855) and is intended to assist in the development of affordable housing units for low-income households and to enable the City to apply for matching funds from the State of California Local Housing Trust Fund Program as administered by the California Department of Housing and Community Development to provide safe and quality affordable housing for lower income households in the City of Clovis.

Funding for the Housing Trust Fund will be obtained from 1) City funds deposited into the Housing Trust Fund, 2) real property dedicated for use within the Housing Trust Fund Program, 3) State of California Housing Trust Fund Matching Dollars, 4) In Lieu fees paid through a Mixed Income Housing Ordinance, 5) interest earned on any funds on deposit, and 6) other discretionary sources the City may identify.

I. ELIGIBLE USES:

- A. Program funds may be used to provide construction loans and/or permanent financing loans at simple interest rates of no higher than 3 percent per annum for payment of predevelopment costs, acquisition, construction, or rehabilitation associated with Affordable rental housing project, Emergency Shelters, Transitional Housing, Permanent Supportive Housing, or homebuyer/homeowner projects to purchase for-sale housing units
- B. The City may utilize a portion of HTF funds, not to exceed 5 percent of funds available for staff/administrative expenses per project.
- C. Eligible new development housing units include multi-family and single-family housing units constructed after this Program is established and must be subject to a recorded affordability covenant restricting the unit(s) as affordable housing as provided herein.

II. INELIGIBLE USES:

Housing Trust Fund Program monies cannot be used to pre-fund units under the City's Affordable Housing Development Impact Fee Deferral Program.

III. PROPOSED NUMBER OF UNITS:

The Program will seek to maximize the impact of HTF Program monies by selecting project(s) for funding that will develop the maximum possible number of units in consideration of the HTF Program funds requested.

IV. PROGRAM LOAN REQUIREMENTS:

- A. The Program is intended to be administered as a loan program for eligible predevelopment costs, acquisition, construction, or rehabilitation associated with Affordable rental housing project, Emergency Shelters, Transitional Housing, Permanent Supportive Housing, or homebuyer/homeowner projects to purchase for-sale housing units.
- B. Loans shall carry up to a 3% simple interest per annum depending on project underwriting. The loan will be a "residual receipts loan", payable in fifty-five (55) years (for rental housing units), or forty-five (45) years for homeownership units, or other term of years as may be required by senior affordable housing financing to the City's loan. The City shall record documentation on any real property assisted under this Program as evidence of the loan payment obligation and affordability restrictions, and such documentation will remain in effect until the loan has been paid in full and the affordability period has expired.
- C. The City Manager or designee is also authorized to approve, sign and record any document to subordinate the City's recorded document evidencing the deferred payment obligation if requested to do so by a lending institution providing funding for the construction of eligible affordable housing units.
- D. All affordable housing units for which deferred fees are allocated under this Program must be subject to recorded affordability agreements and covenants to ensure the long-term affordability of the affordable housing unit as presented in this Program's application. The affordability agreements and covenants will, without limitation, prescribe requirements such as occupancy, resale, notices to the City of changed circumstances, City's right of first refusal, options to purchase, equity share, and related terms to ensure long term Affordability of all units.
- E. Additional underwriting requirements are found in Section VII of these guidelines.

V. INCOME TARGETING REQUIREMENTS:

- A. A minimum of 30 percent of HTF Program funds (and CA HTF Matching Funds) requested, after deducting the City's administrative expenses, shall be expended on assistance to Extremely Low-Income Households, with household income of no more than 30 percent of the Area Median Income (AMI).

- B. The remaining HTF Program Funds (and CA HTF Matching Funds) requested shall be expended on assistance to Lower-Income Households, with household income of no more than 80 percent of AMI.

VI. PROGRAM CRITERIA AND SELECTION PROCESS

- A. City staff will prepare a Notice of Funding Availability, either jointly or separately for Clovis HTF funds, public properties, or other funds that may be deposited and utilized within the HTF Program.
- B. The following criteria, without limitation and in no particular order, shall be considered priority projects in determining Program funding allocation:
 1. Projects that provide new development for senior housing, new multi-family housing units and/or new single family housing units.
 2. Projects that are compliant with the Housing Needs Assessment identified in the City's Consolidated and Annual Action Plan for Community Development Block Grant Funds.
 3. Projects that can provide evidence of site control.
 4. Projects that have initiated/completed Site Plan Review or applicable land use entitlements.
- C. Second priority will be given to rehabilitation of existing housing units.
- D. Proposals will be reviewed for eligibility by City staff and reviewed internally for funding recommendation by the City Manager or his designee to City Council.
- E. The selected proposal(s), and a list of back-up, or additional projects will be taken to City Council for their review and approval prior to submittal to the State of California Local Housing Trust Fund Program for matching funds, as is required.
- F. The list of projects, and selected projects, will be published on the City's website and other media.

VII. UNDERWRITING REQUIREMENTS

- A. The Clovis Housing Trust Fund Program, and any selected projects/owners/applicants, will be required to follow State of California Local Housing Trust Fund Program Regulations.
- B. Debt Coverage Ratio - "Debt Service Coverage Ratio" means the ratio of (1) Operating Income less the sum of Operating Expenses and required reserves to (2) debt service payments, excluding voluntary prepayments and non-mandatory debt service. In calculating Debt Service Coverage Ratio, the City may include all Operating Income, and may exclude Operating Income that cannot be reasonably underwritten by lenders making amortized loans or that is approved by the City to be deposited into a reserve account to defray projected operating deficits.

1. The first year Debt Service Coverage Ratio shall not be:
 - a. less than 1.10:1 or
 - b. greater than 1.20:1, except where a higher first-year ratio is necessary to:
 - project first-year cash flow after debt service and required reserve deposits equal to or less than 12 percent of operating expenses;
 - meet the requirements of subsection (i);
 - meet CalHFA's standard underwriting requirements or those of a direct federal lending program; or
 - project a positive cash flow over 20 years, using the assumptions specified in subsection (i).

In applying the requirements of subsections (e)(1) and (e)(2), the annual MHP Program loan payment of 0.42% will be considered debt service.

The City may modify the application of these requirements on a case-by-case basis for Projects receiving operating or rental subsidies structured to allow for breakeven operation, or for operation at a level of cash flow that differs from that resulting from application of these requirements in order to meet the cash flow obligations in this subsection.

- C. Operating Expenses – "Operating Expenses" means the amount approved by the City that is necessary to pay for the recurring expenses of the Project, such as utilities, maintenance, management, taxes, licenses, and Supportive Services Costs, but not including debt service or required reserve account deposits.
 1. Total Operating Expenses (not including property taxes or the approved costs of on-site service coordination) shall not be less than those specifically listed in California Code of Regulations, Title 4, Section 10327 as minimum Operating Expenses (without the reduction allowed by those regulations for bond-financed projects). The City may project higher Operating Expenses where warranted by the experience of comparable properties and particular building characteristics, such as the nature of the tenant population or the level of rehabilitation. Prior to loan closing, the City may approve total Operating Expenses that are less than those specified in Section 10327, supra, only if the Project has an extraordinary design feature, such as its own electrical generation system, which results in a quantifiable operating cost savings as documented by a qualified third party.
 2. All Operating Expenses, including property management fees, shall be within the normal market range, as periodically determined by the City in surveys or based on costs observed in its portfolio.

- D. Replacement Reserve - The owner/applicant shall establish a replacement reserve to repair or replace failed or damaged capital items and to cover extraordinary maintenance expenses, as approved by the City. Extraordinary maintenance expenses are expenses for infrequent major repairs and replacements of building components too costly to be absorbed by the Project's annual operating budget. In no event shall this reserve be used to fund limited partner exit costs.
1. Withdrawals from the replacement reserve shall require prior written approval of the City. Should the City fail to take action on a request for an eligible withdrawal from the replacement reserve within 30 days of documented receipt of the request, that request shall be deemed approved.
 2. The replacement reserve shall be funded from Operating Income, development sources or a combination of Operating Income and development sources.
 - a. For new construction or conversion Projects, the initial amount of annual deposits to the replacement reserve account shall be equal to at least the lesser of 0.6% of estimated construction costs associated with structures in the Project, excluding construction contingency and general contractor profit, overhead and general requirements, or \$500 per unit. However, the City may approve a different amount based on the results of a third-party reserve analysis, which it may require, or other reliable indicators of the need for replacement reserve funds over the initial 20 years of operation, or, in the case of transactions involving restructuring of existing loans, 20 years of operations after the restructuring.
 - b. For rehabilitation Projects, the initial amount of annual deposits to the replacement reserve account shall be determined by the City based on the results of a third-party physical needs assessment or other reliable indicators of the need for replacement reserve funds over the initial 20 years of operation. In its initial underwriting, in the absence of an approved physical needs assessment or other reliable indicators of the need for replacement reserve funds, the City may assume that the initial amount of annual deposits shall be \$500 per unit.
 3. The City may periodically adjust the amount of required deposits to the replacement reserve for a particular Project based on the results of reserve analysis or other reliable indicators of the need for replacement reserve funds over time.
 4. The City may agree with other financing sources to allocate authority regarding amounts deposited into or withdrawn from the replacement reserve, where the City determines that such arrangement would not jeopardize the fiscal integrity of the Project and the minimum reserve requirements would be maintained. For Projects subject to direct federal

loan or grant programs, including Native American Housing Assistance and Self Determination Act programs, or receiving a permanent loan from CalHFA or California HCD, the City may also defer to the replacement reserve requirements of these agencies during the time such projects are regulated by a federal agency or CalHFA.

5. If the City requires a reserve analysis because the City determines the reserve is inadequate due to annual replacement costs exceeding or being reasonably likely to exceed the amounts deposited to the reserve, or due to a request by the City to adjust the required reserve amount, the analysis must result in a due diligence report that examines the current physical conditions at property(ies), specifies repairs or replacements needed immediately, and budgets for the long-term capital repair and replacement needs during the life of an asset, such as the results of using the Capital Needs Assessment eTool, developed by the U.S. Department of Housing and Urban Development.
- E. Operating Reserve – The owner/applicant shall establish an operating reserve for the purpose of defraying operating shortfalls resulting from City-approved Operating Expenses exceeding Operating Income beyond the rent-up period.
1. Withdrawals from the operating reserve shall require prior written approval of the City. Should the City fail to take action on a request for an eligible withdrawal from the operating reserve within 30 days from documented receipt of the request, that request shall be deemed approved.
 2. The initial deposit to the operating reserve shall be funded from development funding sources in an amount determined by the City, which shall be not less than the total of the following: 4 months of projected Operating Expenses (excluding the cost of on-site Supportive Services coordination), 4 months of required replacement reserve deposits, and 4 months of non-contingent debt service. For projects with tax credits, the requirement shall be 3 months of these items. In setting the initial funding requirement, the City shall consider factors including, but not limited to the projected level of Project cash flow, the adequacy of the operating budget, Project location, local market characteristics, the number of sites, and Project design.
 3. Owner/applicant shall fully replace any withdrawals from the Operating Reserve, up to the minimum initial deposit amount specified in subsection (b) above, as may be modified in accordance with subsection (d) or (e) below, using available cash flow prior to use of any cash flow to pay deferred Developer Fee, partnership management or similar fees, or Distributions.
 4. In the absence of some extraordinary occurrences, such as litigation affecting the project or construction defects, and upon occurrence of both of the following events, the City shall reduce the required minimum balance: (i) operation at a debt service coverage ratio of 1.15 or greater for 5 years; and (ii) operation at an Operating Expense coverage ratio of

1.08, where Operating Expense ratio is defined to equal effective gross income, less required replacement reserve deposits and non-contingent debt service, divided by total Operating Expenses, not including the approved cost of Supportive Services coordination.

5. The City may agree with other financing sources to allocate authority regarding amounts deposited into or withdrawn from the Operating Reserve, where the City determines that such arrangement would not jeopardize the fiscal integrity of the Project and the minimum reserve requirements would be maintained. For Projects subject to direct federal loan or grant programs, including the Native American Housing Assistance and Self Determination Act programs, or receiving a permanent loan from CalHFA, CA HCD, the City may also defer to the operating reserve requirements of these agencies during the time such projects are regulated by a federal agency or CalHFA, and not require deposits in the amounts specified in subsection (b).
6. Where all Project development funding sources are legally precluded from using their funds to capitalize the operating reserve as required by subsection (b), the City may fund this account out of Operating Income, provided that cash flow is sufficient to reasonably ensure that the required balance can be accumulated within six years of initial occupancy.

F. Use of Operating Cash Flow

1. Operating income remaining after payment of approved current and prior year operating expenses, reserve deposits and mandatory debt service shall be applied in the following priority order:

First, towards payment of any:

- a. Approved deferred Developer Fee, pursuant to Section 8312 of the CA UMR;
- b. Asset management, partnership management and similar fees, including fees paid to investors, in an amount not to exceed the sum of:
 - An amount for the current year, equal to \$30,000 for 2016 and increased at the rate of 3.5% for each subsequent year, plus
 - Unpaid asset management, partnership management, and similar fees accrued for a period not to exceed three project fiscal years following the year during which they are earned, up to the difference between the limit for the year and the amount paid for that year; and
- c. Supportive Services Costs that these regulations would allow to be paid as operating costs, but that other funding sources do not.

Second, 50 percent to the Owner/applicant as Distributions and 50 percent to the City as payments on the Program loan.

- a. If the terms of other public agencies' financing also require payments from remaining cash flow, the City may agree to share what would otherwise be its 50 percent share of available cash flow with the public agencies in amounts proportional to the agencies' respective assistance amounts.
 - b. To be consistent with the terms of other public agency loans or leases, the City may agree to set the percentage payable to the Owner/applicant at an amount less than 50 percent.
 - c. For projects with income from project-based Section 8 or similar project-based rental assistance that is not underwritten by other Project lenders, the City may reduce the Owner/applicant's share to an amount equivalent to the amount they would receive if one of the other lender's loan amount was based on an income stream that included the income from the rental assistance.
2. Owner/applicant may not accumulate Distributions from year to year. Owner/applicant may deposit all or a portion of permitted Distributions into a Project account for distribution in subsequent years. These future Distributions shall not reduce the otherwise permitted Distribution in those subsequent years.
 3. The limits on payments for Developer Fee and for asset management, partnership management, and similar fees shall not apply to payments of those fees made from Distributions.
 4. Payment of Distributions, deferred Developer Fee, asset management fees, partnership management fees and similar fees shall be permitted only after the owner/applicant submits a complete annual report and operating budget, and the City determines that the report and budget demonstrate compliance with all Program requirements for the applicable year. Circumstances under which no Distributions, deferred Developer Fee, asset management fees, or partnership management fees, and similar fees shall be paid include:
 - a. when written notice of default has been issued by any entity with an equitable or beneficial interest in the Project;
 - b. when the City determines that the owner/applicant has failed to comply with the City's written notice of any reasonable requirement for proper maintenance or operation of the Rental Housing Development or use of Project income;
 - c. if all currently required debt service, including mandatory payments on the Program loan, and Operating Expenses have not been paid;
 - d. if the replacement reserve account, operating reserve account, or any other reserve accounts are not fully funded pursuant to Sections 8308 and 8309 and the Regulatory Agreement.

5. Per State Uniform Multi-Family Regulations approved 2017, the following limits shall apply to total Supportive Services Costs paid as Operating Expenses. These limits shall be increased each year after 2017 at the rate of 2.5 percent per year:
 - a. \$4,080 per unit per year for supportive housing restricted to individuals or families experiencing chronic homelessness, as defined consistent with CA Health and Safety Code Section 50675.14;
 - b. \$3,060 per unit per year
 - i. for supportive housing that is not restricted to individuals or families experiencing chronic homelessness as defined pursuant to CA Health and Safety Code Section 50675.14; and
 - ii. for units restricted to occupancy by Special Needs Population;
 - c. \$1,051 per unit per year for other units where the owner/applicant, their affiliate, or a service provider under contract to provide Supportive Services at the Project has both:
 - i. qualified staff devoted exclusively to oversight and quality control of resident services in affordable housing, including the Project; and
 - ii. a system to track and report on tenant outcomes, such as changes in employment status and income;
 - d. \$250 per unit per year for other units, where the owner/applicant, their affiliate, or a service provider under contract does not satisfy the requirements set forth in subsection (e)(3).
6. The following limits shall apply to Supportive Services Costs paid as Operating Expenses:
 - a. The cost of staff supervision shall not exceed 10% of the cost of on-site staff salaries.
 - b. Administrative overhead expenses, including accounting and human relations, shall not exceed 15% of the total Supportive Services Costs paid as Operating Expenses.
7. Owner/applicants paying Supportive Services Costs as Operating Expenses shall maintain onsite and available for City inspection records of group activities (including calendars and sign-in sheets) and individualized services and referrals. The City may also require annual reporting on these and related matters.
8. For supportive housing, as defined pursuant to CA Health and Safety Code Section 50675.14, and upon approval by the City, owner/applicants may establish a reserve to cover unexpected shortfalls in revenues to pay for resident services coordination and case management costs. This reserve may be funded through project cash flow available after funding

Operating Expenses and other required reserves, or through development sources. The maximum balance shall not exceed three times the per-unit, per-year limits specified in subsection (e).

- G. Vacancy Rates – Residential vacancy rates shall be assumed to be 5%, unless a different figure is required by another funding source (including TCAC) or supported by compelling market evidence.
- H. Construction Contingency if utilizing LHTF is used for Construction Financing - Where the City, and or CA LHTF is providing construction-period financing, the minimum budgeted construction contingency shall be 5 percent of construction costs for new construction projects and 10 percent of construction costs for rehabilitation and conversion projects.
- I. Subordination and Other Senior/Junior Loans
 - 1. Subordination: The City may execute and cause to be recorded a subordination agreement subordinating the City's lien so long as the subordination does not increase the City's risk beyond that contemplated in the Program loan or grant commitment, as may be amended from time to time, and so long as the subordination would further the interest of the Program. However, and except for Projects assisted by the U.S. Department of Housing and Urban Development under the Section 811 or Section 202 programs, the City shall not enter into a subordination agreement or other agreement that contains any of the following:
 - a. Any limitation of, or condition on, the City's exercise of its remedies including, but not limited to issuing a notice of default based on a breach under the City's loan documents, including a default based solely on a breach of the senior lienholder's documents.
 - b. An agreement that the senior lienholder's acceptance of a deed in lieu of foreclosure would result in the senior lienholder taking title to the Rental Housing Development free and clear of the City's lien(s).
 - c. An agreement permitting any modification or supplement of the senior lienholder's lien without the prior written consent of the City except an agreement that permits a senior lienholder to make advances to: (i) cure a default under a lien with a higher priority than the City's lien; (ii) pay delinquent taxes on the security property; (iii) pay delinquent hazard or liability insurance premiums for the security property; or (iv) to protect the health and safety of the tenants.
 - d. An agreement that would require the City to undertake additional obligations to any party.
 - 2. The City's lien(s) shall not be subordinated to the liens of a lender affiliated with an entity that has an ownership interest in the Project unless a covenant, regulatory agreement, or similar instrument is recorded senior to the lender's documents.

J. Leasehold Security Requirements

1. In any Project where the owner/applicant proposes to control the Project land through a long-term ground lease, either:
 - a. the Regulatory Agreement and other Program documents shall be recorded against both the owner/applicant's interest in the Project and the fee interest in the land, and the lease shall have a term remaining at the time of recordation at least equal to the term of the Program loan or grant; or
 - b. if the Regulatory agreement and other Program documents are not recorded against the Project's fee interest, the ground lease shall be subject to the City's approval, must not be subject to any other mortgages, regulatory agreements, use restrictions, or equivalent instruments on the fee interest, and shall contain, or be amended to contain, provisions which:
 - i. establish a remaining term of at least ninety (90) years from the date the City documents are recorded, provided that the City may accept a lesser term, not less than 65 years, when the lessor is a public agency;
 - ii. ensure the validity of the lien of the Program loan and/or grant documents on the lease;
 - iii. ensure that the lease permits the Project to satisfy all Program requirements and permit the City to enforce the provisions of the Program loan and/or grant without restriction;
 - iv. expressly consent to the lessee's assignment of the lease to the City without further consent of the lessor, and permit the City, after acquisition of the leasehold property, to transfer or assign the lease to a third party without consent of the lessor;
 - v. provide that the lessor does not have the right to terminate the lease or accelerate the rent upon lessee's breach without first giving the lessee and the City reasonable notice and opportunity to cure within a reasonable period;
 - vi. provide that no termination, modification or amendment to any terms of the lease shall be effective without the written consent of the City, and any attempt to take such actions would be void without the City's consent;
 - vii. require that, in the event of destruction of any improvements on the land, neither the lessor nor the lessee shall terminate the lease if and so long as the lessee or City pursues reconstruction of the improvements with reasonable diligence;
 - viii. provide that the City shall not have any liability for the performance of any of the obligations of lessee under the lease until the City has acquired the leasehold interest, and

then only in accordance with the terms of the lease and only with respect to obligations that accrue during the City's ownership of the leasehold interest;

- ix. provide that neither the lessor nor the lessee, in the event of bankruptcy by either, will take the benefit of any provisions in the United States Bankruptcy Code that would cause the termination of the lease or otherwise render it unenforceable in accordance with its terms;
 - x. provide that the leasehold interest will not merge into the fee in the event that the lessee acquires the reversionary interest in the Project; and
 - xi. provide that acquisition of the leasehold property by the City will not result in a termination of the leasehold; and upon such event, obligate the lessor to enter into a new lease having a term at least as long as the term remaining on the lease prior to acquisition by the City and on substantially the same terms and conditions.
2. If any other regulatory agreement, use restriction, or equivalent instrument is recorded against the fee, the City's Regulatory Agreement or covenant must also be recorded against the fee. For the purposes of this subsection, the phrase "regulatory agreement, use restriction, or equivalent instrument" shall not be interpreted to include any instrument that does not relate in any way to affordability, or any affordability restriction that is not required as a condition of public financing.
 3. Where the lessee and lessor are related or affiliated parties, the Program loan and/or grant documents shall be recorded against both the owner/applicant's interest in the Project and the fee interest in the land.
 4. To the extent consistent with the statutes and regulations governing the Program, the City may modify or waive the requirements of this section where the lessor is a public agency that demonstrates that it is prohibited by law from meeting the requirements, and the City determines that there remains adequate security for the Program loan.

VIII. PROGRAM ADMINISTRATION

- A. The Program will be administered by the City's Affordable Housing Programs office under the direction of the City Manager or designee.
- B. The Program shall be marketed immediately following City Council approval of these guidelines.
- C. City staff will publish a Notice of Funding Availability (NOFA) for the utilization of "Housing Trust Fund Program" funds and/or public property(ies). The NOFA will be published on City social media, Planet Bids, by providing to interested Housing Developers, and other media. Interested parties will be required to

- submit a City developed application that provides sufficient information for project qualification.
- D. The NOFA will be available only during the required period necessary to facilitate a Matching Funds application to the State of California Local Housing Trust Fund Program.
 - E. Selected proposals will be reviewed for underwriting standards and Program qualifications. All funded units will be required to have affordability agreements and restrictions (covenants) recorded against the property securing both the on-going affordability of the units and repayment of the loan.
 - F. City staff will monitor compliance with all affordability covenants pursuant to the City's applicable Affordable Housing Unit Compliance Monitoring Policy.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 5, 2024

SUBJECT: Administration - Approval - Community Development Block Grant (CDBG) Subrecipient Agreement with Marjaree Mason Center for \$51,061 in 2024-2025 CDBG funds; and Authorize the City Manager to execute a CDBG Agreement, and any amendments thereto, for the provision of services to domestic violence survivors.

ATTACHMENTS: 1. CDBG Subrecipient Agreement with Marjaree Mason Center

RECOMMENDATION

For the City Council to authorize the City Manager to enter into a CDBG Subrecipient Agreement with Marjaree Mason Center (MMC) in the amount of \$51,061 for the provision of services to domestic violence survivors.

EXECUTIVE SUMMARY

The City of Clovis has previously approved the FY 2024-2025 U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program Annual Action Plan. The Action Plan included an allocation of \$51,061 in CDBG funds for the Marjaree Mason Center (MMC) to provide services to domestic violence survivors. The approval and execution of this CDBG Subrecipient Agreement will authorize MMC to move forward with provision of the CDBG approved services.

BACKGROUND

As an entitlement City for the purpose of receiving CDBG funds from HUD, Clovis previously adopted an Annual Action Plan to identify CDBG funded activities for the 2024-2025 fiscal year. The approved Action Plan included an allocation of \$51,061 in CDBG for the provision of services to domestic violence survivors.

CDBG funds will be used to support community outreach and critical services for survivors and their families recovering from domestic violence. Funding awarded through this program will be used to support 24/7 safe shelter and critical support services for survivors of domestic violence as well as outreach programs which increase awareness of domestic violence and its impact on the community. Direct services will be provided to clients residing in Clovis, including MMC's safe house.

MMC also proposes to eliminate barriers to accessing support by spreading awareness about domestic violence and its effect on not only the individuals being abused but also the community as a whole. MMC's Outreach program will raise awareness of the complex issue, increase knowledge about available services and reduce barriers to access by creating safe spaces to share information. MMC's Outreach team will provide services such as: facilitating trainings for local organizations (medical providers, churches, schools, property managers, law enforcement agencies and social service providers), identifying new potential partners and attending community events to spread awareness about domestic violence throughout Fresno County.

The following project goals are incorporated into the CDBG Subrecipient Agreement:

Goal 1: Improve the health and safety of survivors of domestic violence.

Outcomes

- Provide 150 households including 185 individuals (150 adults and 35 children) with services
- Develop 100 safety plans
- Facilitate 50 Group sessions

Goal 2: Increase client stability and self-sufficiency

Outcomes

- Facilitate 75 case management sessions
- Develop 10 Plans of Care
- Assist 10 clients with increasing monthly income

Goal 3: Increase awareness of domestic violence in the community

Outcomes

- Identify 2 new community partners
- Attend 5 community events
- Facilitate 5 domestic violence trainings for community partners

After approval of the CDBG Subrecipient Agreement, and pending HUD final approval of the 2024-2025 City of Clovis Annual Action Plan, staff will issue a notice to proceed authorizing MMC staff to commence work on the CDBG funded activities.

FISCAL IMPACT

A total of \$51,061 in CDNG funds are available in the 2024-2025 Budget.

REASON FOR RECOMMENDATION

The City of Clovis awarded CDBG funds to the MMC through the public review and participation process that is required as part of the development and approval of the 2024-2025 Annual Action Plan. Approval of the Subrecipient Agreement sets forth the parameters for the use of the CDBG funds.

ACTIONS FOLLOWING APPROVAL

Pending HUD final approval of the 2024-2025 Annual Action Plan, City staff will issue a notice to proceed to MMC for the implementation of the CDBG eligible activities identified above.

CONFLICT OF INTEREST

None.

Prepared by: Claudia Cazares, Housing Program Manager

Reviewed by: City Manager *[Signature]*

**CITY OF CLOVIS
COMMUNITY DEVELOPMENT BLOCK PROGRAM
SUBRECIPIENT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT ("Agreement"), entered this ____ day of August 2024, by and between the City of Clovis, California, a municipal corporation (GRANTEE), and Marjaree Mason Center, Inc., a non-profit corporation (SUBRECIPIENT).

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", provides funding under its Community Development Block Grant Program, hereinafter "CDBG", as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, GRANTEE is a recipient of CDBG funding for fiscal year 2024-2025 for use in funding eligible activities furthering established national objectives to benefit its low- and moderate-income residents as defined in the Act; and

WHEREAS, GRANTEE in accordance with its 2021-2026 Consolidated Plan, as amended and FY 2024-2025 Annual Action Plan, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Work, upon the terms and conditions in this Agreement; and

WHEREAS, SUBRECIPIENT is experienced in providing the services and administering programs with CDBG funding, and desires to do so for GRANTEE in accordance with this Agreement; and

WHEREAS, the Clovis City Council approved execution of this Subrecipient Agreement at its August 5, 2024, meeting.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on August __, 2024 and unless terminated earlier pursuant to the terms of this Agreement, shall continue until June 30, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT's services under this Agreement shall include administering Critical Domestic Violence Services, in the City of Clovis ("Program") for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with applicable CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within 30 days of the close of each quarter.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities and services funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- e) Financial records as required by 24 CFR 84 as amended by 24 CFR 570.502, and
- f) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of five (5) years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during

normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

CDBG funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed Fifty-One Thousand Sixty-One Dollars (\$51,061.00). SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within 10 business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to GRANTEE within thirty (30) days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, or other federal agencies, and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and its implementing regulations, 24 CFR Part 1; Section 109 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. Section 5301, et seq. and its implementing regulations at 24 CFR Parts 6 and 570.602; and Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601, and its implementing regulations 24 CFR Part 100.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- Name of the pass-through entity (City of Clovis).

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty (30) days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement.

SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis

of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Title VI of the Civil Rights Act of 1964, prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be disadvantaged in effectively participating or benefitting from federal programs. In accordance with Executive Order 13166 issued by President Clinton on August 11, 2000, requiring all recipients of federal funds to take reasonable steps to ensure that persons with limited English proficiency (LEP persons) have meaningful access to federal programs and activities. SUBRECIPIENT is required to offer language assistance, provide interpreter services, translate vital documents and use a language line as identified in the City of Clovis' Language Access Plan.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851- 4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT.

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout Requirements are completed.

The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement, including but not limited to the following:

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within 5 days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five (45) days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that: (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements as may be required by HUD. The SUBRECIPIENT shall additionally carry sufficient insurance coverage as set forth in Exhibit "C" attached hereto.

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this

Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, or agents.

GRANTEE shall indemnify, hold harmless and defend SUBRECIPIENT and each of its officers, officials, employees, and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by SUBRECIPIENT, GRANTEE, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, or agents in the performance of this Agreement.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

City of Clovis - Economic Development, Housing and Communications Department
 Housing Programs
 1033 Fifth Street
 Clovis, CA 93612
 Or via email: housing@cityofclovis.com

SUBRECIPIENT

Marjaree Mason Center, Inc.
 Attention: Nicole Linder
 1600 M Street
 Fresno, CA 93721

19. AMENDMENTS

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their

respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Clovis County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

"GRANTEE"

"SUBRECIPIENT"

CITY OF CLOVIS

MARJAREE MASON CENTER, INC.

By: _____
John Holt, City Manager

By: _____
Name: Nicole Linder
Its: Chief Executive Officer

Dated: _____, 2024

Dated: _____, 2024

ATTEST:

By: _____
Briana Parra, City Clerk

Dated: _____, 2024

APPROVED AS TO FORM:

By: _____
Scott G. Cross, City Attorney

Dated: _____, 2024

Attachments:

- EXHIBIT A: SCOPE OF WORK
- EXHIBIT B: PROPOSED BUDGET
- EXHIBIT C: INSURANCE REQUIREMENTS

EXHIBIT A: SCOPE OF WORK

Marjaree Mason Center (MMC) is requesting City of Clovis CDBG funds to support community outreach and critical services for survivors and their families recovering from domestic violence. Funding awarded through this program will be used to support 24/7 safe shelter and critical support services for survivors of domestic violence as well as outreach programs which increase awareness of domestic violence and its impact on the community.

The Marjaree Mason Center operates one safe house located in Clovis, which has seven rooms with a total of 27 beds. Clients residing in the Clovis safe house are provided with comprehensive case management services, individual and group counseling, legal advocacy, housing assistance, employment assistance, financial planning, transportation and linkages to additional service providers when appropriate. Additionally, clients residing in the Clovis safe house can participate in groups, attend legal options classes and receive support for their children directly in the safe house. Last year, MMC's provided support to 388 households including 447 individuals (381 adults and 66 children) from Clovis.

In addition to providing direct services for clients, MMC believes it is important to eliminate barriers to accessing support by spreading awareness about domestic violence and its effect on not only the individuals being abused but also the community as a whole. MMC's Outreach program helps to raise awareness of the complex issue, increase knowledge about available services and reduce barriers to access by creating safe spaces to share information. To that aim, MMC's Outreach team regularly facilitates trainings for local organizations (medical providers, churches, schools, property managers, law enforcement agencies and social service providers), identifies new potential partners and attends community events in order to spread awareness about domestic violence throughout Fresno County.

While MMC provides services to all individuals affected by domestic violence and seeking support, the vast majority of our clients are women and children in households that are defined as low/moderate income (LMI) and/or homeless by the Department of Housing and Urban Development (HUD). Last year 93% of all MMC clients fell within the HUD definition for LMI and homeless.

Through this project, MMC will support survivors recovering from domestic violence by providing safe and confidential shelter as well as comprehensive support services for up to 24-months; additionally, MMC will use this project to increase awareness of domestic violence in Clovis by expanding community outreach activities. Supportive services provided to clients in recovery will include risk assessments, safety planning, case management, individual and group counseling, legal advocacy, health and wellness programs, children's services, classes, housing assistance and referrals to additional social service programs. Additionally, MMC will ensure that the basic needs (food, clothing, hygiene items, diapers, blankets, etc.) of survivors are met while they focus on overcoming the long-term traumatic effects of abuse. Outreach activities that will be facilitated through this project will include attendance at community events, engagement with community service providers and the facilitation of domestic violence centered trainings for community members, partner organizations and social service providers.

Once enrolled in an agency program, each client is connected to an MMC Case Manager who remains their primary point of contact for the duration of their engagement in MMC services. Maintaining a single point of contact is an important aspect of providing stability and building trust with the client. Clients enrolled in the Clovis Transitional Housing Program are each provided with their own private bedroom (families are housed together in larger or adjoining rooms depending on family size). Each bedroom is furnished with beds, a dresser, television and new bedding (blankets, sheets, pillows) which may be taken with them when they exit the program. The safe house living room, kitchen and bathrooms are all shared, communal spaces.

Residential advocates are physically stationed on-site in the safe house between the hours of 8am and 8pm most days, and a Residential Advocate provides overnight support in person at least three nights per week; additional assistance outside of those hours can be accessed 24/7 via the agency's hotline. Residential Advocates interact daily with clients residing in the safe house and are responsible for shift specific tasks in the Transitional living programs as well as the enrollment and orientation process for clients admitted into the safe house. Residential staff have oversight of residential client/family activities during their assigned shift and can provide some Case Management support to residential clients as needed. Additional activities that Residential staff support include facilitating support groups, providing advocacy, facilitating client workshops and supporting daily activities and by promoting safe and healthy lifestyles.

Although all individuals impacted by domestic violence may benefit from supportive services such as mental health or substance abuse counseling, participation in these services is not a prerequisite to accessing safe housing or a condition of maintaining it. In fact, MMC believes that the provision of safe housing will improve a client's overall ability to effectively participate in supportive services. Clients are able to stay up to one year; however, the average length of stay for clients in Transitional Housing is 217 days. MMC believes that access to safe, secure and stable housing is critical to overcoming the lasting effects of traumatic abuse and works hard to ensure that clients feel safe, welcome and supported while they work toward recovery.

The target population for this project includes individuals located in Clovis who are experiencing domestic violence and who are in need of safe shelter and/or seeking supportive services. Marjaree Mason Center is proposing to address the critical needs of these survivors by providing case management and stabilization services for individuals and families who are residing the Clovis Transitional Shelter as well as community outreach in Clovis to increase awareness of domestic violence and its impact on the community.

Goal 1: Improve the health and safety of survivors of domestic violence.

- Outcomes

- Provide 150 households including 185 individuals (150 adults and 35 children)
- with services
- Develop 100 safety plans
- Facilitate 50 Group sessions

Goal 2: Increase clients stability and self-sufficiency

- Outcomes

- Facilitate 75 case management sessions

- Develop 10 Plans of Care
- Assist 10 clients with increasing monthly income

Goal 3: Increase awareness of domestic violence in the community

• Outcomes

- Identify 2 new community partners
- Attend 5 community events
- Facilitate 5 domestic violence trainings for community partners

MMC uses a variety of methods to evaluate services, measure program outcomes and ensure accountability for contractual commitments. During the development phase of an application, MMC's grant writer works directly with program leaders and project managers to identify project goals, develop outcomes and plan strategies for implementation. Once an award has been made, the team (Grants Officer, Data Analyst, Staff Accountant, and Program Leaders) meets to review the details of the grant and assign responsibilities, this can include making updates to the agency's database to ensure that planned outcomes can be tracked and reported on accurately.

Marjaree Mason Center does not use HMIS to record/store client information. Instead, MMC uses a comparable database called Apricot Social Solutions to record client information and generate monthly agency reports. Apricot Social Solutions is a secure, HIPAA compliant, cloud-based data management system that is designed specifically for non-profits to streamline data collection, reporting and social service outcomes. Since 2018, MMC has used this system to record and maintain client information including client demographics (age, ethnicity, gender, etc.), assessments, program enrollment, case notes, client engagement/participation, surveys/client feedback and referrals.

Direct services staff including Case Managers, Victim Advocates, Crisis Response Team members, Clinicians and Family Skills Specialists, are responsible for inputting client information into the database and must enter client information into Apricot within 72-hours of engagement. MMC's data analyst routinely reviews client data and reports service outcomes to leaders monthly. Additionally, the data analyst can pull reports quickly and in real time to assess program engagement, this enables MMC to address gaps in staff reporting or client engagement immediately and make adjustments as necessary. MMC's grant team (program leaders, staff accountant, grant officer and data analyst) meet regularly to review outcomes for each grant contract to ensure goals are being met and/or make adjustments as needed.

EXHIBIT B: BUDGET

Vendor Name:	Marjaree Mason Center, Inc.		
Program:	Clovis Community Development Block Grant		
Budget Term: (12-months)	7/1/2024 - 6/30/2025		
Budget Category	Total Project Costs	Clovis CDBG	Details/Notes
PERSONNEL			
Case Manager	\$35,152.00	\$10,816.00	\$54,080 annually x .65 FTE. Provides case management services to clients from the City of Clovis including goal setting and financial planning.
Residential Team Member	\$118,976.00	\$17,846.00	\$45,760 annually x 2.60 FTE. Provides emergency services including peer counseling at the Clovis shelter for individuals affected by domestic violence.
Outreach Specialist	\$10,920.00	\$10,920.00	\$43,680 annually x .25 FTE. Provides outreach services to organizations within Clovis regarding domestic violence and MMC services.
Facilitator	\$21,840.00	\$0.00	\$43,680 annual x .50 FTE. Provides group facilitation of MMC's groups including S.A.F.E group.
Family Skills Specialist	\$7,800.00		\$52,000 annually x .15 FTE. Provides children advocacy services including child case management, group activities and homework help.
Maintenance Technician	\$4,160.00		\$41,600 annually x .10 FTE. Ensures the Clovis facility is welcoming by providing repairs and maintenance services.
Housing Manager	\$17,056.00		\$85,280 annually x .20 FTE. Oversees the Clovis shelter.
Victim Advocate	\$26,000.00		\$52,000 annually x .50 FTE. Provides legal advocacy including court accompaniment, assistance with restraining orders and crisis support to individuals affected by domestic violence in Clovis.
Payroll Taxes	\$16,517.00	\$3,028.00	FICA Payroll Taxes
Benefits	\$26,923.00	\$4,922.00	Fringe benefits including health insurance and workers compensation
Subtotal	\$285,344.00	\$47,532.00	
Operating Expenses			
Communication	\$8,800.00		Partial expense of shelter communication costs: \$733.33/month x 12 months
Equipment Rental	\$250.00		Partial expense of equipment rental including copier for Clovis Site; \$333.33 x 12 months
Repairs and Maintenance	35000		\$2,916.67/month x 12 months. Minor repairs and maintenance at the Clovis site. Also includes security expense and gardening expenses
Furniture	6200		Furnishings for bedrooms at the Clovis shelter for the clients' rooms
Program Supplies	\$5,000.00	\$1,218.00	\$416.67/month x 12 months. Supplies for clients including personal care items, bus passes and food.
Utilities Expenses	\$12,400.00	\$2,311.00	\$1,033.33/month x 12 months. Water, Sewer, Electricity and Gas charges at the Clovis Shelter
Mileage	\$502.00		750 miles x \$.67/miles. Mileage for Clovis staff to serve clients within the Clovis community
Subtotal	\$68,152.00	\$3,529.00	
TOTAL BUDGET	\$353,496.00	\$51,061.00	

EXHIBIT C: INSURANCE REQUIREMENTS

Prior to commencement of the Services, SUBRECIPIENT shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. SUBRECIPIENT shall cause any subcontractor with whom SUBRECIPIENT contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during SUBRECIPIENT's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. SUBRECIPIENT shall maintain the following types of insurance with limits no less than specified:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If SUBRECIPIENT maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the SUBRECIPIENT; and with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SUBRECIPIENT's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the SUBRECIPIENT's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the

SUBRECIPIENT's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) SUBRECIPIENT grants to the City a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against the City by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. SUBRECIPIENT shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to SUBRECIPIENT's right to be paid any compensation under this Agreement. City's failure, at any time, to object to SUBRECIPIENT's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If SUBRECIPIENT fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of SUBRECIPIENT, and the SUBRECIPIENT shall pay the cost thereof to City upon demand, and City shall furnish SUBRECIPIENT with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due SUBRECIPIENT under this Agreement.

e. Subcontractors. If the SUBRECIPIENT should subcontract all or any portion of the work to be performed in this Agreement, the SUBRECIPIENT shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by SUBRECIPIENT to City under this Agreement.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 5, 2024

SUBJECT: Administration – Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, April to June 2024.

ATTACHMENTS: 1. EDC Quarter 4 Report, April to June 2024

RECOMMENDATION

That the City Council receive and file the Quarter 4 Report, April to June 2024, from the Economic Development Corporation serving Fresno County.

EXECUTIVE SUMMARY

The Economic Development Corporation serving Fresno County (EDC) has submitted their Quarter 4 Report of activities for the City Council to receive and file, as required per the 2023-2024 Agreement with the City.

BACKGROUND

In the summer of 2023, the City of Clovis and the EDC entered into a contract for the 2023-2024 fiscal year to provide regional marketing and business services to Clovis businesses. The contract provides for \$40,000 in baseline funding and provides \$10,000 for focused outreach and project support for the City of Clovis in developing the Five Year Comprehensive Economic Development Strategy plan update. This allows Clovis to be part of a regional effort in attracting commercial and industrial businesses to Clovis. Attached is a report detailing the progress of their activities to provide information to industrial/commercial representatives not currently located in Clovis for recruiting purposes, and to continue to assist existing Clovis businesses with informational and/or technical assistance to access statewide business support programs.

FISCAL IMPACT

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

REASON FOR RECOMMENDATION

The attached report meets the requirements established in the 2023-2024 Agreement between the EDC and the City of Clovis.

ACTIONS FOLLOWING APPROVAL

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

CONFLICT OF INTEREST

None.

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

Reviewed by: City Manager *CM*



INVOICE

1060 Fulton Street, 4th Floor
 Fresno, CA 93721
 (559) 476-2500

Date: 06/30/2024
 Inv. No.: 9852
 Account No.: 517

Remit To:

City of Clovis
 ATTN:Mr. Chad McCollum
 1033 5th Street
 Clovis, CA 93612

Fresno County EDC
 1060 Fulton St., 4th Floor
 Fresno, CA 93721

Membership Level	Contact	Terms
DIAMOND	Mr. Chad McCollum	1 Year
	Description	Total
	City of Clovis Q4 April to June 2024	\$12,500.00

Total:	\$12,500.00
Paid/Credited:	\$0.00
Balance Due:	\$12,500.00



FRESNO COUNTY ECONOMIC DEVELOPMENT CORPORATION

Quarterly Activity Report
Quarter 4, FY 2024



OUR IMPACT

Throughout FY 2024, EDC staff has spent over 135 hours working directly with 83 Clovis businesses.

Here are a few highlights:

83 **Businesses Served, FY24**

29 **Attractions Projects, FY24**

PG&E Economic Development Rate Support

EDC staff worked with a Clovis manufacturer on their application for PG&E’s Economic Development Rate. We provided support in drafting the company’s narrative, helping them tell the story of their company and how crucial the EDR would be for them. They were approved for the program and are expected to save **20%** over the next 5 years on their electric usage.



BY THE NUMBERS

\$200,000

NEO wage reimbursements to Clovis Businesses

56 Clients served, Q4 2024

100+ Leads generated using Gazelle.AI

15

Active NEO Businesses

25

NEO Job Placements

\$93,000

Projected PG&E EDR savings secured for Clovis businesses

BUSINESS ATTRACTION

Fresno EDC facilitated 9 business leads in Q4 2024.

AI ENABLED ATTRACTIONS: BIO INTERNATIONAL 2024

EDC Staff provided strategic outreach support to bolster and complement the efforts of City of Clovis staff preparing to attend BIO International Conference, to be held the first week of June in San Diego. Using AI-enabled software, staff targeted companies with a high propensity score for potential location in Clovis.

WORKFORCE

HEALTHCARE SECTOR PARTNERSHIP & POTENTIAL TRAINING DEVELOPMENT

In partnership with Mayor Pro Tem Vong Mouanoutoua EDC staff met with executive representatives of a large medical provider to discuss potential training pathways for CNA's, LVN's and other in-demand occupations utilizing the New Employment Opportunities, and potentially, Good Jobs Challenge programs. Program design is underway, and President/CEO Will Oliver will present the proposal to the Economic Development Administration in Washington DC in June to propose adding healthcare as a sector. This will mark the first healthcare pathway once launched.

HR SPECIALIST TRAINING COMPLETION

In partnership with Fresno County DSS and State Center Community College District, Fresno County EDC's Good Jobs program helped to fund an HR Specialist cohort that contained 19 participants. Of these, 13 were referred by the Fresno County DSS and six by Good Jobs. Of the six enrolled by Good Jobs, four were employees who were displaced by Prima Wawona's closure.

During the 10-week intensive training, participants covered essential HR topics such as social intelligence, telework dynamics, corporate behavior, HR laws, CA wage regulations, and workplace ethics. On April 18, 17 of the participants graduated from the program. By the end of April, five participants had secured employment, two had started externships, and others were still interviewing for positions.



CLIENTS SERVED

- 13 Prime Steak
- 2 Hands Corn Dogs
- 84 Lumber
- A1 Lock and Key
- Accelerated Urgent Care (Clovis)
- Action Equipment & Event Rentals
- All Signs
- Aquatic Pets and Reptiles
- Backyard Social Club
- Beard Papas
- Cabinet Connection
- Casa Maria's
- Clovis Ace Hardware
- Clovis Appliance
- Clovis Auto Shop
- Clovis Floral & Cafe
- Clovis Sports Cards & Collectibles
- Clovis Stationery & Office Supplies, Inc.
- Club Cleaners
- Colton's Social House
- Community Medical Centers
- Contech Concrete Techniques, Inc
- Country Rose II Antiques & Accents
- Courtyard Fresno Clovis
- Cozy Cottage Antiques
- Denny's #9549
- Diciccos
- Elite Landscape Construction
- Epic Games2Go Game Trailer
- Eureka
- Excel Sign Company
- Fifth Street Antiques
- Gilbert K. Moran, M.D.
- Going Places
- Gottschalk Music Center
- Happy Growing Landscaping
- House of JuJu
- IDLS Sierra Avenue, LLC dba Magnolia Crossing, LLC
- Mark's Chevron
- Neighbors
- Old Town Auto Glass
- Once Upon A Time Gifts & Antiques
- PC Solutions
- Ramen Hayashi
- Rodeo Coffee Shop
- S&G Collision Center
- Sassano's Mens Wear
- SheraChic Boutique
- Showroom Doctor Z Inc
- Sierra Cleaners
- The Craft House
- Valley Chrome Plating Inc
- Valley Community Small Business Development Center (SBDC)
- Waterhouse Animal Hospital
- Wawona Frozen Foods
- Yolked Kitchen

FY 23-24 Overview of Work Product	Deliverables	FY 2023 – 2024 Target Outcomes	FY24 YTD
<p>Economic Development Corporation Serving Fresno County</p> <p>Contract: \$40,000</p> <p>Comprehensive Economic Development Strategy</p> <p>Phase 1: \$10,000 - Plan Participation and Outreach</p> <p>Staff:</p> <p>President & CEO Will Oliver</p> <p>VP of Workforce Development Chris Zeitz</p> <p>Director of Business Services Lauren Nikkel</p>	<p>Business Retention:</p> <ul style="list-style-type: none"> • Provide informational resources and technical assistance to retain and expand existing Clovis businesses. • The Economic Development team will work towards fostering a closer working relationship with local business associations to enhance the accessibility of EDC’s services to City employers. <p>New Business Recruitment: Facilitate information and conduct tours for company representatives not currently located in Clovis for the purpose of recruiting new businesses to the City of Clovis. Assist the City of Clovis in promoting future industrial areas and existing industrial sites to new clients.</p> <ul style="list-style-type: none"> • Coordinate virtual and in-person site tours for the purpose of business attraction and expansion. • Create and update marketing materials. • Support in-person or virtual commercial and industrial broker events for the City of Clovis. • Communicate leads status during monthly EDC – City of Clovis meeting. • Assist the City in preparing for, and conducting, proactive targeted outreach to companies identified in the Clovis Comparison Healthcare 	Respond to all City of Clovis business inquires and connect them to appropriate resources	<p>83 Clients Served</p>
		New Business Leads	<p>26 New Business Leads</p>
		Outreach and project support for 5 Year CEDS Update	Ongoing
		Economic Profile Update	Completed
		Targeted HCA Outreach	Ongoing

	<p>Analysis, or other business prospecting tools, if available.</p> <p>Comprehensive Economic Development Strategy Participation and Engagement Planning for the County of Fresno Comprehensive Economic Development Five Year Update is set to occur beginning in 2023. EDC will partner with the City in providing focused outreach and project support to ensure the City's goals and objectives are included in the CEDS update.</p>		
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ATTACHMENT 1



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 5, 2024

SUBJECT: Administration - Approval – Request from Central Valley Fallen Heroes for closure of portions of Pontiac Way and Never Forget Lane, adjacent to the California 911 Memorial to hold the annual Fallen Heroes Car Show on October 5, 2024.

ATTACHMENTS: 1. Request from Central Valley Fallen Heroes

RECOMMENDATION

That the City Council approve the request from Central Valley Fallen Heroes for closure of portions of Pontiac Way and Never Forget Lane, adjacent to the California 911 Memorial to hold the annual Fallen Heroes Car Show on October 5, 2024.

EXECUTIVE SUMMARY

Staff requests street closure on October 5, 2024, for a car show organized by Central Valley Fallen Heroes.

BACKGROUND

Central Valley Fallen Heroes requested street closure(s) on October 5, 2024, for the annual Fallen Heroes Car Show. The boundaries and time of street closure has been reviewed by staff members from each department.

FISCAL IMPACT

The City of Clovis is positively impacted by the proposed event. Local businesses benefit from large numbers of people visiting their neighborhood and the City of Clovis benefits from the increased tax revenue.

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

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

1. Staff will notify Central Valley Fallen Heroes of Council's decision; and
2. Staff will work with Central Valley Fallen Heroes to ensure that they provide security and cleanup of the event.

CONFLICT OF INTEREST

None.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager *SM*



City of Clovis SPECIAL EVENT Worksheet

Central Valley Fallen Heroes Car Show

1. Name of Event: _____

2. Date/Time of Event: October 5, 2024 8:00 AM – 3:00 PM

3. Will your event require street closure(s) Yes: No:

a. If yes, what time will the streets close and reopen? 6:00 AM – 5:00 PM

4. Name of Promoter: Central Valley Fallen Heroes, Inc.

5. Contact Person: John Briar

6. Address: PO Box 25964

Fresno, CA 93729-5964

7. Phone: (559) 259-1437 8. Fax: N/A

9. Email: JohnB@cvfallenheroes.org 10. Cell: (559) 259-1437

11. Location of Event: CA 9/11 Memorial, 3500 Never Forget Lane, Clovis, CA 93612

12. Estimated crowd size: 400

13. Will you be serving alcohol? Yes: No:

If Yes:

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

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

c: Who or what organization will be serving? _____

14. Will you, or your vendors be serving food / other refreshments? Yes: No:

If Yes: a: What are the dimensions of the food tents? Food Trucks

15. Besides food and beverage, will there be other vendor's tents? Yes: No:

If Yes:

a: What are the dimensions of the tents? 10' x 10' & 10' x 20'

16. How will waste / trash services be provided? Private: Public (City Services):

17. This event is: New Annual Semi Annual Other (Please Attach D

-See Attachment Check List on Reverse-

Attachment Check List

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

INTERNAL USE ONLY

City Manager :

City Clerk:

Comm. & Econ. Dev. Director:

Finance:

Fire Chief:

Central Valley Fallen Heroes Car Show

Date: Saturday, October 5th, 2024
 Time: 8:00 am - 3:00 pm
 Location: 9/11 Memorial
 3500 Never Forget Lane
 Clovis, CA 93612

Event Schedule:

Time	Activity	Responsibility
Friday, Oct 4th, 2024		
16:30	Arrive at venue	Site Team
17:00	Restroom and Trash vendors arrive	Site Leader
17:00	Early agency and vendors arrive	Vendor Leader
17:00	Car Show booths setup	Site Leader
18:00	Stage and Audio setup	Vendor Leader
20:00	Overnight Security Arrives	Site Leader
Saturday, Oct 5th, 2024		
5:30	Arrive at venue	Site Team
5:30	Setup staging area	Participant Leader
6:00	Agency and vendors arrive	Vendor Leader
6:00	Food trucks arrive	Vendor Leader
6:00	Participants arrive in staging	Participant Leader
6:30	Car Show booths final setup	Site Leader
6:30	Road signage placed	Parking Leader
8:00	Close Pontiac Way	Parking Leader
8:00	Park participant cars	Parking Leader
8:00	Open food trucks	Vendor Leader
10:00	Opening ceremonies	Site Leader
11:00	Band begins to play	Vendor Leader
12:00	Silent auction close #1	Auction Leader
12:30	Silent auction close #2	Auction Leader
13:00	Silent auction close #3	Auction Leader
13:30	Car judging closes	Participant Leader
14:00	Band music ends	Vendor Leader
14:00	Car awards announced	Participant Leader
14:30	Closing ceremonies	Site Leader
15:00	Participants leave	Parking Leader
15:00	Agency and vendors leave	Vendor Leader
15:00	Food trucks leave	Vendor Leader
16:00	Open Pontiac Way	Parking Leader
16:00	Road signage removed	Parking Leader
16:00	Car show booths disassembled	Parking Leader
16:00	Venue clean-up	Site Team
17:00	Clean-up completed	Site Team
Monday, Oct 7th, 2024		
7:00	Restroom and Disposal pick-up	Site Leader

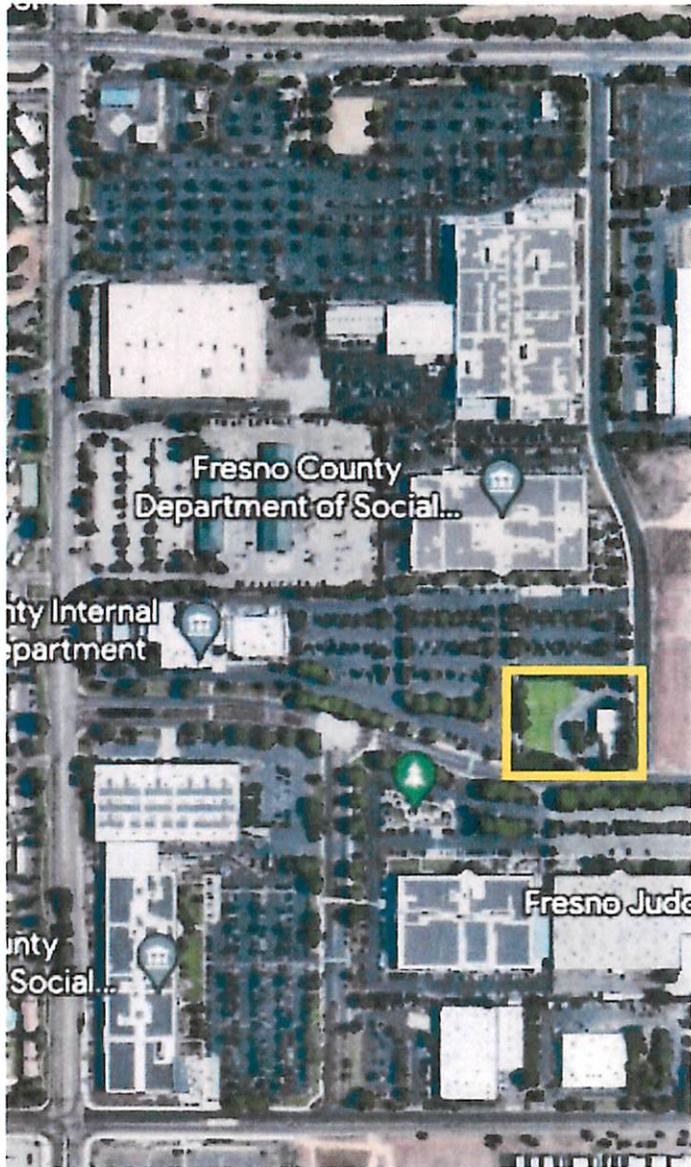
Central Valley Fallen Heroes Car Show

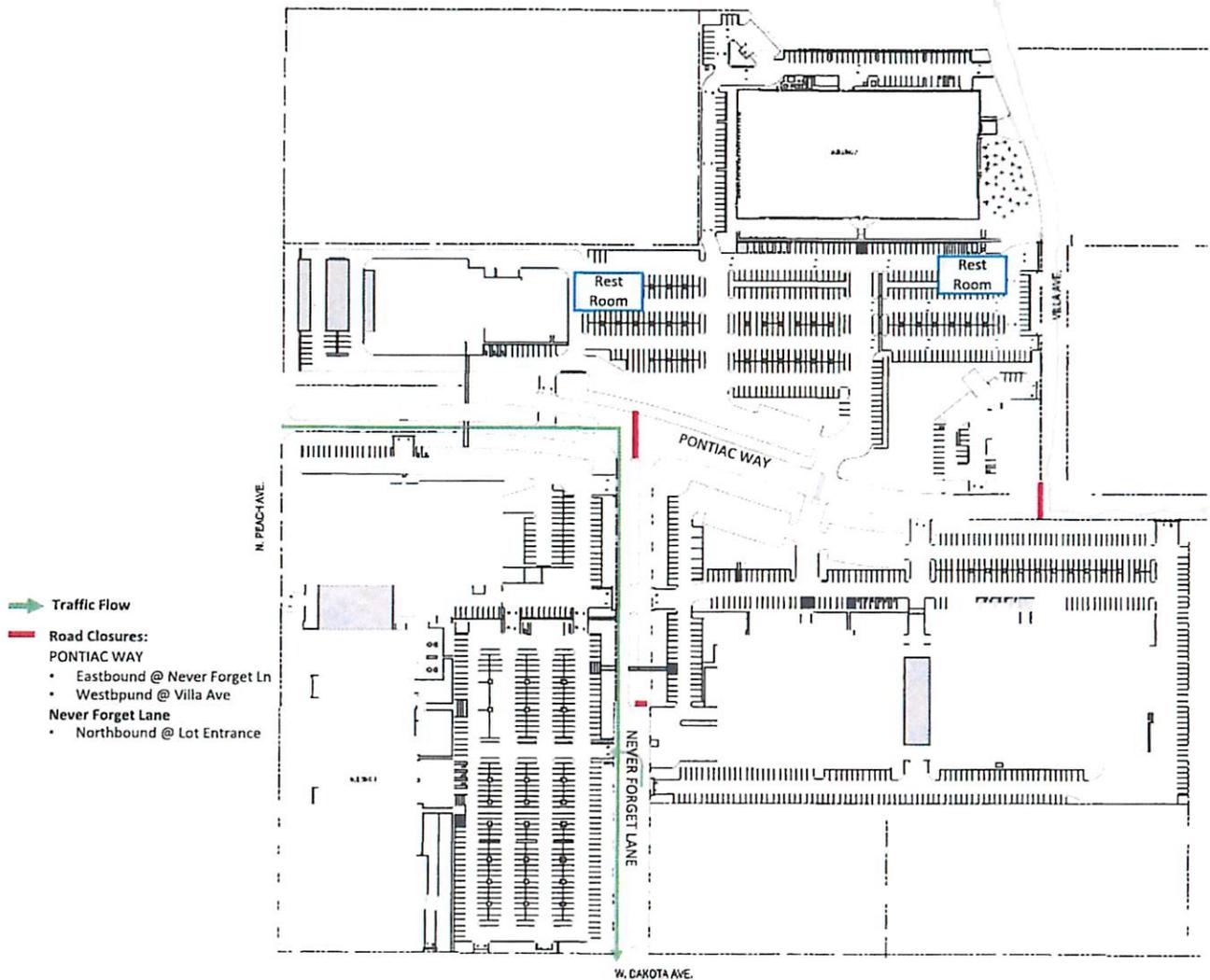
Date: Saturday, October 5th, 2024
 Time: 8:00 am - 3:00 pm
 Location: 9/11 Memorial
 3500 Never Forget Lane
 Clovis, CA 93612

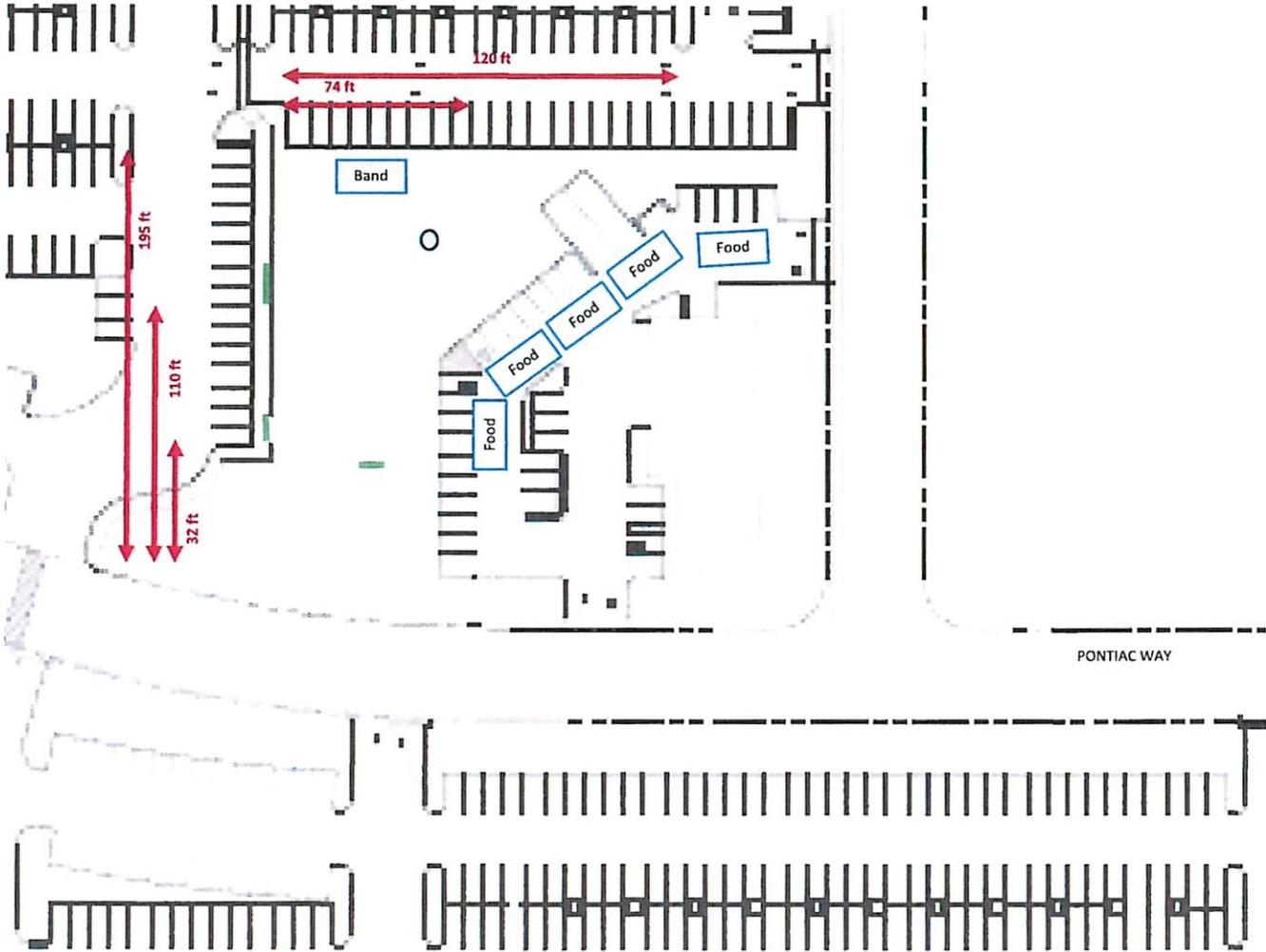
Restroom/Trash Schedule

Time	Activity	Responsibility
Saturday, Oct 5th, 2024		
7:00	Trash cans distributed	Site Leader
7:00	Restroom check #1	Volunteer Leader
10:00	Restroom check #2	Volunteer Leader
10:00	Trash can check #1	Volunteer Leader
12:00	Trash can check #2	Volunteer Leader
13:00	Restroom check #3	Volunteer Leader
14:00	Trash can check #3	Volunteer Leader
15:00	Restroom check #4	Volunteer Leader
16:00	Trash can pickup	Site Leader
Monday, Oct 7th, 2024		
7:00	Restroom and Disposal pick-up	Site Leader

Role	Contact	Phone
Site Leader	Paul Beckley	(559) 246-5721
Volunteer Leader	Joe Colvin	(559) 285-7296







- Road Closures:**
- PONTIAC WAY
 - Eastbound @ Never Forget Ln
 - Westbound @ Villa Ave
- Never Forget Lane**
- Northbound @ Lot Entrance



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: August 5, 2024

SUBJECT: Finance - Approval - Res. 24-____, Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2024-25.

ATTACHMENTS: 1. Resolution
2. Certification and Claim Forms

RECOMMENDATION

For the City Council to approve Resolution 24-____, Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2024-25.

EXECUTIVE SUMMARY

The Fresno County Transportation Authority (FCTA) adopted the apportionment for Local Transportation Purpose Funds (Measure C Extension) for fiscal year 2024-25. The funds are distributed monthly based on the adopted percentages for each city. To receive the funds from FCTA it is necessary for each city to submit a Certification and Claim form for each sub program and a resolution of the City Council approving the Certification and Claim forms. The total estimated amount to be distributed to the City of Clovis is \$6,226,084.

BACKGROUND

Annually the City receives notification from the Fresno County Transportation Authority (FCTA) which adopts the methodology and estimated apportionments of Local Transportation Purpose Funds (Measure C Extension) due to each City. The estimated percentage due to the City of Clovis for each sub program varies from 1.97% to 17.67% of the total \$147,148,226 to be apportioned. The percentage due to each City is based on population and road miles. The FCTA has estimated that the City will receive \$1,770,332 for the Street Maintenance Category, \$61,962 for the ADA Compliance Category, \$1,708,370 for the Flexible Funding Category, \$416,977 for the Pedestrian/Trails-Urban Category, \$106,258 for the Bicycle Facilities Category, and \$2,162,185 for the Clovis Transit Regional Public Transit Program Category. The total estimate to be disbursed to the City for all sub programs is \$6,226,084 for fiscal year 2024-25.

In order for each city to receive its apportionment the City must submit a Certification and Claim for each sub program and a resolution of the City Council approving the Certification and Claim forms. These Certification and Claim forms are for the Measure C Extension (2007-2027) that began July 1, 2007.

FISCAL IMPACT

In order for the City to receive its annual apportionment of Local Transportation Purpose Funds (Measure C Extension), the City must submit a Certification and Claim form for each sub program and a resolution of the City Council approving the Certification and Claim forms.

REASON FOR RECOMMENDATION

In order to receive the 2024-25 Measure C funds, the City needs to submit to the FCTA the Certification and Claim forms and authorizing resolution.

ACTIONS FOLLOWING APPROVAL

After the Council approval, the Certification and Claim forms and the resolution will be forwarded to the FCTA.

CONFLICT OF INTEREST

None.

Prepared by: Jose Cortez, Accountant

Reviewed by: City Manager JH

RESOLUTION 24-____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
THE LOCAL TRANSPORTATION PURPOSE FUNDS CERTIFICATION
AND CLAIM FOR 2024-25**

WHEREAS, the City of Clovis is an eligible claimant of funds for Local Transportation Purposes (Measure C Extension) pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority (FCTA) has adopted a Resolution of Apportionment for Fiscal Year 2024-25's estimated revenue setting 10.54% of \$16,792,597 for the Local Transportation Program, Local Allocation – Street Maintenance Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2024-25's estimated revenue setting 10.54% of \$587,741 for the Local Transportation Program, Local Allocation – ADA Compliance Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2024-25's estimated revenue setting 10.18% of \$16,778,495 for the Local Transportation Program, Local Allocation – Flexible Funding Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2024-25's estimated revenue setting 17.67% of \$2,359,743 for the Local Transportation Program, Local Allocation – Pedestrian/Trails-Urban Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2024-25's estimated revenue setting 12.16% of \$874,117 for the Local Transportation Program, Local Allocation – Bicycle Facilities Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2024-25's estimated revenue setting 1.97% of \$109,755,533 for the Regional Public Transit Program, Public Transit Agencies – Clovis Transit sub program available to the claimant.

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

1. The Finance Director is hereby authorized to execute the Certification and Claim forms and submit the forms to the FCTA for 2024-25.
2. The City hereby requests the release of funds to the City on a monthly basis, consistent with the adopted percentage and based on actual receipts.
3. The City hereby requests the release of funds to the City in accordance and compliance with Steps 5 and 6 of the Local Agency Handbook – Local Agency Pass-Through Funding Programs.

- 4. The City Council hereby certifies as follows:
 - a. That the sub programs' funds are not being used to substitute for property tax funds which the City had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257; and
 - b. That the City has segregated property tax revenues from the City's other General Fund revenues used to support the sub programs' funds so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to the City's entire general fund; and
 - c. That the City shall separately account for the sub program funds received pursuant to 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 FCTA for inspection or audit at any time.
- 5. The City understands that should financial or compliance audit exceptions be found, the FCTA will take immediate steps to resolve the exceptions in accordance with adopted procedures.
- 6. The City understands they must follow the Reporting Requirements as indicated in the Measure C Extension Local Agency Handbook and the Measure C Extension Local Agency Handbook, Other Revenue Funding and submit the appropriate Reporting Requirements Form for each Program/Project of expenditures for the 2024-25 fiscal year no later than November 15, 2024. The City understands if these Reporting Requirements are not met by the date listed above, the Fresno County Transportation Authority will stop any and all Local Transportation Purposes Pass-Through funds until such Reporting Requirements have been met.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 5, 2024, by the following vote, to wit.

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

DATED: August 5, 2024

Mayor

City Clerk

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2024-25**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Contact: Jay Schengel, Finance Director

Telephone: (559) 324-2130 FAX: _____

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

- | | | |
|---|--|--|
| <i>Regional Public Transit Program</i> | <i>Local Transportation Program</i> | <i>Alternative Transportation Program</i> |
| <input type="checkbox"/> Fresno Area Express | <input checked="" type="checkbox"/> Street Maintenance | <input type="checkbox"/> Rail Consolidation Subprogram |
| <input type="checkbox"/> Clovis Transit | <input type="checkbox"/> ADA Compliance | <i>Environmental Enhancement Program</i> |
| <input type="checkbox"/> FCRTA | <input type="checkbox"/> Flexible Funding | <input type="checkbox"/> School Bus Replacement |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban | <input type="checkbox"/> Transit Oriented Infrastructure for In-Fill |
| <input type="checkbox"/> ADA/Seniors/Paratransit | <input type="checkbox"/> Pedestrian/Trails Rural | <i>Administrative/Planning Program</i> |
| <input type="checkbox"/> Farmworker Van Pools | <input type="checkbox"/> Bicycle Facilities | <input type="checkbox"/> Fresno COG |
| <input type="checkbox"/> Car/Van Pools | <i>Regional Transportation Program</i> | |
| <input type="checkbox"/> New Technology Reserve | <input type="checkbox"/> Fresno Airports | |

2. The City of Clovis ("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 2024-2025 setting **10.54%** of \$16,792,597 (or **\$1,770,332**) 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 (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

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.

Authorized Signature: _____
 Title: _____
 Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal
Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2024-25**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Contact: Jay Schengel, Finance Director

Telephone: (559) 324-2130 FAX: _____

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

- | | | |
|---|--|--|
| <i>Regional Public Transit Program</i> | <i>Local Transportation Program</i> | <i>Alternative Transportation Program</i> |
| <input type="checkbox"/> Fresno Area Express | <input type="checkbox"/> Street Maintenance | <input type="checkbox"/> Rail Consolidation Subprogram |
| <input type="checkbox"/> Clovis Transit | <input checked="" type="checkbox"/> ADA Compliance | <i>Environmental Enhancement Program</i> |
| <input type="checkbox"/> FCRTA | <input type="checkbox"/> Flexible Funding | <input type="checkbox"/> School Bus Replacement |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban | <input type="checkbox"/> Transit Oriented Infrastructure for In-Fill |
| <input type="checkbox"/> ADA/Seniors/Paratransit | <input type="checkbox"/> Pedestrian/Trails Rural | <i>Administrative/Planning Program</i> |
| <input type="checkbox"/> Farmworker Van Pools | <input type="checkbox"/> Bicycle Facilities | <input type="checkbox"/> Fresno COG |
| <input type="checkbox"/> Car/Van Pools | <i>Regional Transportation Program</i> | |
| <input type="checkbox"/> New Technology Reserve | <input type="checkbox"/> Fresno Airports | |

2. The City of Clovis ("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 2024-2025 setting 10.54% of \$587,741 (or \$61,962) 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 (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

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.

Authorized Signature: _____
Title: _____
Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal
Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2024-25**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Contact: Jay Schengel, Finance Director

Telephone: (559) 324-2130 FAX: _____

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

- | | | |
|---|--|--|
| <i>Regional Public Transit Program</i> | <i>Local Transportation Program</i> | <i>Alternative Transportation Program</i> |
| <input type="checkbox"/> Fresno Area Express | <input type="checkbox"/> Street Maintenance | <input type="checkbox"/> Rail Consolidation Subprogram |
| <input type="checkbox"/> Clovis Transit | <input type="checkbox"/> ADA Compliance | <i>Environmental Enhancement Program</i> |
| <input type="checkbox"/> FCRTA | <input checked="" type="checkbox"/> Flexible Funding | <input type="checkbox"/> School Bus Replacement |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban | <input type="checkbox"/> Transit Oriented Infrastructure for In-Fill |
| <input type="checkbox"/> ADA/Seniors/Paratransit | <input type="checkbox"/> Pedestrian/Trails Rural | <i>Administrative/Planning Program</i> |
| <input type="checkbox"/> Farmworker Van Pools | <input type="checkbox"/> Bicycle Facilities | <input type="checkbox"/> Fresno COG |
| <input type="checkbox"/> Car/Van Pools | <i>Regional Transportation Program</i> | |
| <input type="checkbox"/> New Technology Reserve | <input type="checkbox"/> Fresno Airports | |

2. The City of Clovis ("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 2024-2025 setting **10.18%** of \$16,778,495 (or **\$1,708,370**) 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 (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

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.

Authorized Signature: _____
Title: _____
Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2024-25**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Contact: Jay Schengel, Finance Director

Telephone: (559) 324-2130 FAX: _____

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

- | | | |
|---|---|--|
| <i>Regional Public Transit Program</i> | <i>Local Transportation Program</i> | <i>Alternative Transportation Program</i> |
| <input type="checkbox"/> Fresno Area Express | <input type="checkbox"/> Street Maintenance | <input type="checkbox"/> Rail Consolidation Subprogram |
| <input type="checkbox"/> Clovis Transit | <input type="checkbox"/> ADA Compliance | <i>Environmental Enhancement Program</i> |
| <input type="checkbox"/> FCRTA | <input type="checkbox"/> Flexible Funding | <input type="checkbox"/> School Bus Replacement |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input checked="" type="checkbox"/> Pedestrian/Trails Urban | <input type="checkbox"/> Transit Oriented Infrastructure for In-Fill |
| <input type="checkbox"/> ADA/Seniors/Paratransit | <input type="checkbox"/> Pedestrian/Trails Rural | <i>Administrative/Planning Program</i> |
| <input type="checkbox"/> Farmworker Van Pools | <input type="checkbox"/> Bicycle Facilities | <input type="checkbox"/> Fresno COG |
| <input type="checkbox"/> Car/Van Pools | <i>Regional Transportation Program</i> | |
| <input type="checkbox"/> New Technology Reserve | <input type="checkbox"/> Fresno Airports | |

2. The City of Clovis ("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 2024-2025 setting **17.67%** of \$2,359,743 (or **\$416,977**) 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 (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

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.

Authorized Signature: _____
Title: _____
Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal
Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2024-25**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Contact: Jay Schengel, Finance Director

Telephone: (559) 324-2130 FAX: _____

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

- | | | |
|---|--|---|
| <i>Regional Public Transit Program</i> | <i>Local Transportation Program</i> | <i>Alternative Transportation Program</i> |
| <input type="checkbox"/> Fresno Area Express | <input type="checkbox"/> Street Maintenance | <input type="checkbox"/> Rail Consolidation Subprogram |
| <input type="checkbox"/> Clovis Transit | <input type="checkbox"/> ADA Compliance | <i>Environmental Enhancement Program</i> |
| <input type="checkbox"/> FCRTA | <input type="checkbox"/> Flexible Funding | <input type="checkbox"/> School Bus Replacement |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban | <input type="checkbox"/> Transit Oriented Infrastructure for Infill |
| <input type="checkbox"/> ADA/Seniors/Paratransit | <input type="checkbox"/> Pedestrian/Trails Rural | <i>Administrative/Planning Program</i> |
| <input type="checkbox"/> Farmworker Van Pools | <input checked="" type="checkbox"/> Bicycle Facilities | <input type="checkbox"/> Fresno COG |
| <input type="checkbox"/> Car/Van Pools | <i>Regional Transportation Program</i> | |
| <input type="checkbox"/> New Technology Reserve | <input type="checkbox"/> Fresno Airports | |

2. The City of Clovis ("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 2024-2025 setting **12.16%** of ~~\$874,117~~ (or **\$106,258**) 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 (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

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.

Authorized Signature: _____
Title: _____
Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2024-25**

TO: Fresno County Transportation Authority

FROM: City of Clovis - Clovis Transit Agency
Local Agency Name

Address: 155 N. Sunnyside Avenue, Clovis, CA 93611

Contact: Amy Hance

Telephone: (559) 324-2770 FAX: _____

Email Address: amyh@cityofclovis.com

1. Applicable Funding Program: (Check One)

- | | | |
|---|--|---|
| <i>Regional Public Transit Program</i> | <i>Local Transportation Program</i> | <i>Alternative Transportation Program</i> |
| <input type="checkbox"/> Fresno Area Express | <input type="checkbox"/> Street Maintenance | <input type="checkbox"/> Rail Consolidation Subprogram |
| <input checked="" type="checkbox"/> Clovis Transit | <input type="checkbox"/> ADA Compliance | <i>Environmental Enhancement Program</i> |
| <input type="checkbox"/> FCRTA | <input type="checkbox"/> Flexible Funding | <input type="checkbox"/> School Bus Replacement |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban | <input type="checkbox"/> Transit Oriented Infrastructure for Infill |
| <input type="checkbox"/> ADA/Seniors/Paratransit | <input type="checkbox"/> Pedestrian/Trails Rural | <i>Administrative/Planning Program</i> |
| <input type="checkbox"/> Farmworker Van Pools | <input type="checkbox"/> Bicycle Facilities | <input type="checkbox"/> Fresno COG |
| <input type="checkbox"/> Car/Van Pools | <i>Regional Transportation Program</i> | |
| <input type="checkbox"/> New Technology Reserve | <input type="checkbox"/> Fresno Airports | |

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

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2024-2025 setting **1.97%** of \$109,755,533 (or **\$2,162,185**) 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 (SIP) – 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.

Authorized Signature: _____
 Title: _____
 Date: _____

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: August 5, 2024

SUBJECT: General Services – Approval – Approve the first amendment to the Environment Control Agreement for janitorial services; and Authorize the City Manager to execute the First Amendment Agreement contract extension with Environment Control for services for total annual proposed charges of \$566,376.00, and additional annual charges for special services of \$35,352.00.

ATTACHMENTS: 1. First Amendment to the Agreement
2. Original contract Agreement

RECOMMENDATION

Approve the first amendment to the Environment Control contract for janitorial services from August 1, 2024, through July 31, 2025; and authorize the City Manager to execute the first amendment contract extension with Environment Control for services.

EXECUTIVE SUMMARY

Environment Control is currently under contract with the City for city-wide janitorial services. They recently submitted a proposal to the City requesting an extension amendment of their service agreement through July 1, 2025. Over the course of several years of service Environment Control has proved to be the best value for Janitorial service. Staff recommends under mutual agreement between the City and Environment Control to extend their contract by one year.

Environment Control's current contract expires July 31, 2024. Their proposal includes no cost increases to the current facilities. However, it adds two (2) additional locations added to the city facilities in February 2024. Those locations include the IT building and add-on suite at 1625 Shaw Ave, which were not included in the last contract, however are included in the current FY2024/25 budget. Based on the quality of service, staff recommends executing a one-year contract extension amendment with Environment Control.

BACKGROUND

After completing the competitive request for proposal (RFP) process for janitorial services, the City awarded Environment Control a three-year janitorial services contract on July 19, 2021 (Attachment 2). Previously, Environment Control was selected as the successful vendor during

the 2006 RFP process and was awarded a contract/contract extensions from August 2006 through August 2011. They were again awarded another contract during the RFP 2021 process for August 2021 to July 2024. Environment Control has provided the City with janitorial services for a combined thirteen (13) years to date.

Environment Control Director Manuel Lopez submitted an email to the City on February 28, 2024, requesting an additional one-year contract extension amendment through July 31, 2025. Environment Control’s proposal reflects no cost increases from August 1, 2024, through July 31, 2025. The matrix illustrating Environment Control’s pricing for the one-year contract amendment is shown below:

PROPOSED PRICING MATRIX FOR JANITORIAL SERVICES AUGUST 1, 2024 – JULY 31, 2025		
FACILITY	PROPOSED MONTHLY CHARGES	PROPOSED ANNUAL CHARGES
O&M – CORP YARD	\$8,994.00	\$107,928.00
CIVIC CENTER	\$5,789.00	\$69,468.00
MISS WINKLES	\$2,350.00	\$28,200.00
FIRE – STATIONS ONLY	\$204.00	\$2,448.00
PUBLIC SAFETY	\$13,040.00	\$156,480.00
COMMUNITY RR	\$2,338.00	\$28,056.00
REC CENTER	\$2,776.00	\$33,312.00
TRANSIT HUB	\$2,977.00	\$35,724.00
LANDMARK SQUARE	\$6,340.00	\$76,080.00
IT BUILDING	\$1,595.00	\$19,140.00
IT ADD-ON SUITE	\$795.00	\$9,540.00
TOTAL	\$47,198.00	\$566,376.00
ANNUAL CHARGES		
SPECIAL SERVICES*	\$2,946.00	\$35,352.00

*Special Services costs are those costs such as building washing and window cleaning that are scheduled upon request. Totals shown are the maximum amount the City would accrue annually for these services.

Environment Control has provided dependable service, and the quality of their work has exceeded that of previous vendors. Based on the quality of service and the no cost proposal, executing a one-year contract extension amendment with Environment Control provides the best overall value for these contracted services.

FISCAL IMPACT

Environment Control has submitted a proposal for a one-year contract extension amendment with no cost increases. The proposed amount is within the FY2024/25 budget allocation for these services.

REASON FOR RECOMMENDATION

In accordance with the City’s purchasing policy, staff has multiple factors to consider when selecting a vendor such as pricing, quality of service, and ability of janitorial staff to pass background checks to have access into our safety facilities. Environment Control has provided

dependable and quality service during their thirteen (13) year association with the City. Environment Control has proposed extending its current contract with the City for one-year.

Pursuant to the City's *Purchasing Procedures*, purchases of items/services exceeding \$60,000.00 require City Council approval.

ACTIONS FOLLOWING APPROVAL

Staff will prepare a one-year, first amendment to the contract for janitorial services (Attachment 1) with Environment Control for the City Manager's approval. The amendment to the contract will begin on August 1, 2024, and expire on July 31, 2025.

CONFLICT OF INTEREST

None.

Prepared by: Stephen Frankian, Facilities Maintenance & Purchasing Manager

Reviewed by: City Manager *DF*

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

This FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is entered into by and between Environment Control (“VENDOR”), and the City of Clovis, a California general law city (“CITY”), and is effective on August 1, 2024.

RECITALS

A. VENDOR and CITY entered into a certain Agreement effective on August 1, 2021 (“AGREEMENT”), which is incorporated herein by this reference, and which, among other things, provided for the term of AGREEMENT to be extended beyond this date by mutual consent of the Parties related to Janitorial Service.

B. VENDOR and CITY have performed in accordance with the AGREEMENT, and desire to extend the contact period to provide Janitorial Services, for the amount of \$566,376.00, plus \$35,352 in special services.

NOW, THEREFORE, in consideration of the above recitals and other valuable consideration, the sufficiency of which is hereby acknowledged, VENDOR and CITY agree as follows:

1. Extension of the Janitorial Services Agreement. The term of the AGREEMENT, as set forth in Section 3 of the AGREEMENT, is hereby extended to provide Janitorial Services and shall expire on July 31, 2025, unless otherwise extended in writing signed by both parties.

2. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement shall remain unchanged and in full force and effect, including all terms defined in the AGREEMENT unless otherwise defined in this First Amendment, and the AGREEMENT shall be interpreted so as to give full force and effect to this First Amendment.

IN WITNESS WHEREOF, VENDOR and CITY have executed this First Amendment as of the effective date set forth above.

VENDOR:
Environment Control

CITY:
City of Clovis

By: _____

By: _____
John Holt, City Manager

Print Name: _____

Title: _____

ATTEST:

By: _____
Briana Parra, City Clerk

APPROVED AS TO FORM

_____, City Attorney

**CITY OF CLOVIS
CONTRACT SERVICES AGREEMENT**

This Contract Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and the individual or entity identified below ("Contractor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Contractor ("Effective Date").

RECITALS

- A. City desires to obtain janitorial services ("Services") as described in the Request for Proposals No. 01-21, set forth in **Exhibit A** and incorporated herein by reference ("Request for Proposals").
- B. Contractor is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. Contractor submitted a complete proposal, including all required forms, bonds, certificates, and other documents, attached as **Exhibit B** ("Contractor's Proposal") and incorporated herein by reference, that was approved by City for award of contract for the Services.
- D. City desires to retain Contractor, and Contractor desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

AGREEMENT

- 1. **Scope of Services.** Contractor shall perform the Services described in the Request for Proposals set forth in **Exhibit A**. Contractor shall comply with all standards, specification, and other requirements expressed in the Request for Proposals. If there is a conflict between the Request for Proposals or the Contractor's Proposal and this Agreement, this Agreement shall control. Any contractual terms or conditions detailed in Contractor's Proposal shall have no force or effect with respect to this Agreement and the Services performed by Contractor.
- 2. **Commencement of Services: Term of Agreement.** The term of this Agreement shall commence on August 1, 2021 and shall terminate on July 31, 2024. Contractor shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until the expiration of the term, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
- 3. **Payment for Services.** City shall pay Contractor for the Services performed pursuant to this Agreement according to the rates stated in Contractor's Proposal set forth in **Exhibit B**, as follow:

Year One (2021-22)

Total Monthly Billing	(Basic Service)	\$ 31,338.00
Annual Billing	(Basic Service)	\$ 376,056.00
Annual Billing	(Upon Request Services)	\$ 2,857.00
Total Annual Billing		\$ 378,913.00

Year Two (2022-23)

Total Monthly Billing	(Basic Service)	\$ 42,996.00
Annual Billing	(Basic Service)	\$ 515,952.00
Annual Billing	(Upon Request Services)	\$ 4,006.00
Total Annual Billing		\$ 519,958.00

Year Three (2023-24)

Total Monthly Billing	(Basic Service)	\$ 44,705.00
Annual Billing	(Basic Service)	\$ 536,460.00
Annual Billing	(Upon Request Services)	\$ 4,126.00
Total Annual Billing		\$ 540,586.00

Contractor shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Contractor within fifteen (15) days after receipt of invoice.

4. Independent Contractor Status. Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

5. Standard of Care. Contractor expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Contractor utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Contractor also expressly represents that both Contractor and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed, bonded, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Contractor and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Identity of Subcontractors. Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors, if any, Contractor intends to utilize in Contractor's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

7. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; and (b) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Contractor shall not have any right, power, or authority to create

any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Contractor shall keep complete records showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Contractor under this Agreement.

10. Delay Damages. Time is of the essence with respect to this Agreement and the Services provided by Contractor. Contractor's failure to timely and satisfactorily perform under this Agreement shall result in the assessment of delay damages at the rate of \$50.00 per day for each calendar day that Contractor fails or refuses to perform the Services, fails to timely perform the Services, or performs the Services in an unsatisfactory manner and fails to correct. Contractor shall be provided written notice of any deficiency in performance and afforded forty-eight (48) hours, not including weekends, to correct the work. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed performance of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the facilities, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that satisfactory performance of the Services is delayed because of Contractor.

11. Reserved.

12. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, in the Services. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Services. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

15. Termination of Agreement. This Agreement shall terminate upon completion of term or any extension thereto, or earlier pursuant to the following.

a. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Contractor.

b. Termination by City or Contractor: For Cause. Either party may terminate this Agreement upon seven (7) days prior written notice to the other party of a material breach, and a failure to cure within that time period. Contractor's failure or refusal to satisfactorily perform shall constitute a material breach.

c. Compensation to Contractor Upon Termination. In the event termination is not due to fault attributable to Contractor, and provided all other conditions for payment have been met, Contractor shall be paid compensation for services satisfactorily performed prior to notice of termination. In the event termination is due to fault attributable to Contractor, Contractor shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due exceed the total compensation as specified in Section 3 herein. In the event of termination due to Contractor's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Contractor shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Contractor shall satisfy the insurance requirements set forth in **Exhibit C**.

18. Indemnity and Defense. Contractor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Contractor or its subcontractors relating to the performance of Services described herein, unless the injuries or damages are the result of City's sole negligence or willful misconduct. Contractor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

19. Taxes. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Services under this Agreement, and unemployment compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business license fee to City during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

21. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

22. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Fresno, California. Contractor shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

30. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good

faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

31. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

CITY OF CLOVIS

By: Kit Seals, CEO
Director of Operations & Development

By: [Signature]
Luke Serpa, City Manager

Date: 7/27/21

Date: 8/2/2021

Party Identification and Contact Information:

[Contractor]
Environment Control
Attn: Kit Seals
Title: CEO
3065 N. Sunnyside Ave, #101
Fresno, CA 93727
Kseals@ecfresno.com [E-Mail Address]
559-456-9791 [Phone Number]

City of Clovis
General Services
Attn: Stephen Frankian
Title: Facility Maintenance & Purchasing Manager
1033 Fifth Street
Clovis, CA 93612
Stephenf@cityofclovis.com [E-Mail Address]
559-324-2705 [Phone Number]

ATTEST

[Signature]
John Holt City Clerk

APPROVED AS TO FORM

[Signature]
Scott G. Cross City Attorney

file:///I:\wdocs\0061\3004\agt\00775187.DOC

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Contractor shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Contractor contracts for the performance of Services pursuant to this Agreement to take out and maintain, the following insurance until completion of the Services or termination of this Agreement, whichever is earlier, except as otherwise required by subsection (d) below. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(iv) Umbrella or Excess Liability. In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(v) Contractor grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(vi) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Contractor shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Contractor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Contractor's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Contractor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Contractor, and the Contractor shall pay the cost thereof to City upon demand, and City shall furnish Contractor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Contractor under this Agreement.

Contractor shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Contractor or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Contractor or termination of this Agreement, whichever is earlier.

e. Subcontractors. If the Contractor should subcontract all or any portion of the work to be performed in this Agreement, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Contractor to City under this Agreement.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: August 5, 2024

SUBJECT: General Services – Approval – Res. 24-____, Authorizing the City Manager to Execute an Agreement for FY 2024-2025 Older Americans Act Funding for Title III C-1 Nutrition Services through the Fresno-Madera Area Agency on Aging (FMAAA); and Approval - Res. 24-____, Amending the FY 2024-2025 General Services Department Budget to Reflect \$48,000.00 in Grant Funding for the Clovis Senior Activity Center Awarded by the Fresno-Madera Area Agency on Aging.

ATTACHMENTS:

1. Res. 24-____, Grant Application
2. Grant Contract
3. Res. 24-____, Budget Amendment

RECOMMENDATION

For the City Council to approve a resolution authorizing the City Manager to execute an agreement for FY 2024-2025 Older Americans Act Funding for Title III C-1 Nutrition Services through the Fresno-Madera Area Agency on Aging (FMAAA), and for the City Council to approve a resolution amending the FY 2024-2025 General Services Department budget to reflect \$48,000.00 in grant funding for the Clovis Senior Activity Center awarded by the Fresno-Madera Area Agency on Aging.

EXECUTIVE SUMMARY

The City of Clovis has annually received funding for nutrition programs through the FMAAA. The nutrition program funding is used to provide in-center meals for seniors in need. The program was suspended at the beginning of the COVID-19 pandemic in March 2020 and reinstated in January 2024 after the new senior center opened to the community. The total grant allocation for FY 2024-2025 is \$48,000.00 for administration of the in-center daily meal program.

BACKGROUND

The City of Clovis has received grant funds from the FMAAA for senior service programs since 1981. The funding is made available on an annual basis and the City must reapply each year for the grant. The FMAAA released its request for proposal for FY 2024-2025 senior services program funding for the nutrition program.

The City of Clovis' allocation from FMAAA for FY2024-2025 is \$48,000.00 for the nutrition program. The expected funding will be used for senior nutrition site management which includes participant assessments, coordinated meal orders, and on-site management of the lunch program at the Clovis Senior Activity Center at Landmark Square. An average of 100 meals are served at the center daily. The hot meals are prepared and delivered to the senior center by Fresno County EOC. The senior center has managed the senior nutrition program since 1994 and meets all the monitoring criteria for this program.

FISCAL IMPACT

The FMAAA grant funding for FY 2024-2025 is as follows:

• Title III C-1 Congregant Nutrition July 2024 – June 2025	\$48,000.00
Total FMAAA Funding FY 2024-2025	\$48,000.00

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

Upon approval of the grant proposal by the FMAAA, the City Manager will sign grant contract #25-0051 for the funding.

CONFLICT OF INTEREST

None.

Prepared by: Amy Hance, Deputy General Services Director

Reviewed by: City Manager *JA*

RESOLUTION 24-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
FOR OLDER AMERICAN ACT FUNDING**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clovis:

1. Intends to continue to be a direct sponsor of the Clovis Senior Services Program.
2. Authorizes the City Manager to submit the application for Older Americans Act funding, grant #25-0051 for FY 2024-2025 including any subsequent amendments and all necessary supporting documents.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 5, 2024, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dated: August 5, 2024

Mayor

City Clerk

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

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

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

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

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

ARTICLE II. AGREEMENT

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

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.
- B. The term of this Agreement is from July 1, 2024, through June 30, 2025, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.
- C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

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

ARTICLE V. ASSURANCES

A. Agreement Authorization

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

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
 - a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.

5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.
6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section C.1.b of this Article.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.
3. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

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

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

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

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

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.
2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:
 - a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than ten percent (10%).
 - b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than twenty percent (20%), including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]
3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
5. The Contractor shall make staff available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

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

G. Nondiscrimination

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

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

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

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

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

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

- a. For contracts of \$100,000 or more, executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

- b. For contracts of \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).
- 4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]
- 5. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
- 6. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

H. Information Confidentiality and Security:

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

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

2. Definitions

a. **Breach:**

- i. the unauthorized acquisition, access, use or disclosure of California Department of Aging and the Agency on Aging PSCI in a manner in which compromises the security, confidentiality, or integrity of the information; or
 - ii. The same definition of “breach of the security system” set forth in California Civil Code section 1798.29 subdivision (f): or
 - iii. The same as the definition of “breach” set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.
- b. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).
- c. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information
- d. **PSCI:** “personal information”, “sensitive information”, and “confidential information” (as these terms are defined herein).
- e. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA’s policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:
- i. Notice-Triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.

- ii. **Protected Health Information (PHI):** The term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

- f. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).

- g. **Security Incident:**
 - i. A breach or attempted breach; or
 - ii. The attempted or successful unauthorized access, disclosure, modification, or destruction of Agency on Aging or CDA PSCI, in violation of any state or federal law or in a manner not permitted under this agreement; or
 - iii. The attempted or successful modification or destruction of, or interference with, the contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of Agency on Aging PSCI; or
 - iv. Any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

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

3. Disclosure Restrictions

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

- a. The contractor and the Agency on Aging mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from the Agency on Aging containing Personal Health Information (PHI) shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this agreement, HIPPA). The contractor agrees to provide the same, or greater, level of protection to Agency on Aging data that would be required if the contractor were a Business Associate under HIPPA, regardless of whether the contractor is or is *not* a Business Associate.
- b. To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to Agency on Aging PSCI covered under this agreement beyond those provided through HIPPA, the contractor agrees:
 - i. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPPA or are otherwise more favorable to the individuals whose information is concerned; and
 - ii. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.
 - iii. Examples of laws that provide additional and/or stricter privacy protections to certain types of Agency on Aging PSCI as defined above in Section H *definitions* of this agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code Section 5328, and California Health and Safety Code section 11845.5.

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

4. Use Restrictions

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

5. Safeguards and Security

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

a. Technical Security Controls:

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

b. Removeable Media Devices

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

c. Patch Management

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

d. Confidentiality Statement:

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

e. Transmission and Storage of PSCI:

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

f. Minimum Necessary:

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

g. Antivirus Software:

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

h. Data Security:

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

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

6. Employee Training

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

7. Employee Discipline:

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

8. Background Check:

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

a. Mailing:

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

b. Security Officer:

The contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy

and security programs and for communicating on security matters with Agency on Aging.

c. Mitigation of Harmful Effects:

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

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

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

9. Access to Practices, Books and Records

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

10. Special Provision for SSA Data

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

11. Breaches and Security Incidents

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

a. Notice to the Agency on Aging

The Contractor shall notify the Agency on Aging immediately by

email or telephone of the discovery of:

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

b. Investigation of Security Incident Breach

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

c. Complete Report

The contractor shall provide a complete report of the investigation to Agency on Aging within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If the Agency on Aging requests information in addition to this report, the contractor

shall make reasonable efforts to provide the Agency on Aging with such information. Agency on Aging will review and approve or disapprove the contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the contractor's corrective action plan.

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

d. Notification of Individuals

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

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

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

f. Submission of Sample Notification to Attorney General:

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

- i. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The contractor shall inform the Agency on Aging Privacy Officer: Hillaree Bennett, of the time, manner, and content of any such submissions prior to the transmission of such submissions to the

Attorney General; or

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

12. Contact Information

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

Agency on Aging Privacy Officer:	Agency on Aging Information Security Officer:
<p>Fresno-Madera Area Agency on Aging 2520 W. Shaw Ln. #101 A Fresno, CA 93711</p> <p>Attn: Program Director, Hillaree Bennett Email: hbennett@fmaaa.org Telephone: 559-319-0863</p>	<p>Fresno-Madera Area Agency on Aging 2520 W. Shaw Ln. #101 A Fresno, CA 93711</p> <p>Attn: Executive Director, Jamie Sharma Email: jsharma@fmaaa.org Telephone: 559-214-0299 ext. 500</p>

13. Responsibility of Agency on Aging

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

14. Audits, Inspections, and Enforcement

a. Agency on Aging Right to Inspect

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

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

Other Audit:

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

15. Miscellaneous Provisions

a. Disclaimer:

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

b. Amendment:

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

c. Assistance in Litigation or Administrative Proceedings

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

d. No Third-Party Beneficiaries

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

e. Interpretation

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

f. No Waiver of Obligations

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

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

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

h. Data Sanitization

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

i. Survival

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

on Aging PSCI to those purposes that make the return or destruction of the information infeasible.

I. Copyrights

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

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director and/or Program Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer

programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

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

K. Public Education and Information

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

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

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

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

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

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

All documents produced must comply with [Federal Acquisition Regulation, Section 508](#), which governs document accessibility

L. S.W.A.G Ban

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

M. Advertising and Public Relations

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

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

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

N. Copyrights/Trademarks

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

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

or contract under a grant or sub grant.

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

O. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

P. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for

themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.

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

Q. Covenant Against Contingent Fees

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

R. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.
 - a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];
 - ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];
 - iii) Contract Work Hours and Safety Standards Act [40 USC §3701 et seq.] [29 CFR §5, 6, 7, 8]; and
 - iv) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order

11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].

- b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.
- c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making any fund or budget transfers between construction and non-construction.

S. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:
 - a. Time frames within which a complaint will be acted upon.
 - b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.
 - c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
2. The Contractor shall notify older individuals of the grievance process available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
 - b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.
3. Complaints may involve, but not be limited to, any or all of the following:
 - a. Amount or duration of a service.

- b. Denial or discontinuance of a service.
 - c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.
4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

T. Disaster Plan

- 1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.
- 2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.
- 3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.
- 4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

U. Community Focal Points

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

ARTICLE VI. FUNDS

A. Expenditure of Funds

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

In State:

Mileage/Per Diem (meals and incidentals)/Lodging

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

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

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

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

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

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]
2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older

Americans Act funding is available to provide services through the ending date of this Agreement.

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

C. Financial Management Systems

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

1. Financial Reporting.
2. Accounting Records.
3. Complete Disclosure.
4. Source Documentation.
5. Internal Control.
6. Budgetary Control.
7. Cash Management (written procedures).
8. Allowable Costs (written procedures).

D. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.
2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.
3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.
4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this

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

E. Funding Contingencies

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

F. Limitation of State Liability

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

G. Funding Reduction

1. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purpose of the services outlined within this agreement, the Agency on Aging shall have the option to either:
 - a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or
 - b. Offer a revision to the Budget to reflect the reduced funding authorized by the authority of this agreement.
2. In the event the Agency on Aging elects to offer a revised budget display(s), it shall be mutually understood by both parties that:

- a. The Agency on Aging reserves the right to determine which programs, if any, shall be reduced.
- b. Some programs may be reduced by a greater amount than others, and
- c. The Agency on Aging shall determine at its sole discretion the amount that any or all of the programs shall be reduced for the applicable fiscal years.

H. Fiscal Provisions

1. The agreement must be approved prior to release and disbursement of any program funding included within these terms via the budget displays.
2. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to the Agency on Aging's fiscal department, within 30 days of release.
3. Budgets must be approved by the Agency on Aging's fiscal department prior to any disbursement of funding.
4. Agency on Aging cannot disburse funds until the contract agreement is fully executed.

ARTICLE VII. BUDGET AND BUDGET REVISION

- A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2024.
- C. Indirect Costs
 1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed ten percent (10%) of the Contractor's MTDC per funding category.
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding

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

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and Title VII programs only. Contractors must receive prior approval from the federal awarding agency, through the Agency on Aging with approval from the California Department of Aging, prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

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

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

2. One-Time-Only (OTO) Funds

- a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
- b. Titles III and VII federal program OTO funds shall only be used for the following purposes:
 - i. Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - ii. Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).
 - iii. OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.
- c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

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

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

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

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.
2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:
 - a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition is forty percent (40%).
 - b. Title III E Family Caregiver Support Program is thirty percent (30%).
 - c. Long-Term Care Ombudsman Program; Title VII Elder Abuse Prevention; Title III D Health Promotion-Evidence Based: No Match Required
3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

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

- C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contractor as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.
- E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.
- F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.
- G. Closeout
 - 1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) to the Agency on Aging by July 15, 2024. All contractors are required to submit Program Property Inventory Certification annually, at the time of closeouts, to CDAEquipment@aging.ca.gov or as instructed by FMAAA. If Agreement is terminated or cancelled prior to June 30, 2024, the *Financial Closeout Report* and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.
 - 2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

- A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.
- B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.
- C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.

- D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.
- E. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.
- F. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Workers Compensation liabilities, and if appropriate, automobile liability including non-owned automobile and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and automobile liability shall also name the Contractor, not the Agency on Aging, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.
- I. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.
- J. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

- K. Small contracts (under \$100,000) in the aggregate do not require a competitive process [CCR 7352(g)]. In the case of small contracts, a contractor only obtain a price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase.
1. Pre-Award Review: The Contractor shall submit the following to the Agency on Aging for review and approval for small contracts (under \$100,000 in the aggregate) to a for profit entity:
 - a. Documentation that the aggregate value of the contract with any entity is less than \$100,000.
 - b. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists.
 - c. Copies of the price or rate quotations received from qualified sources.
 2. The Agency on Aging will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the contractor has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met.
 3. The Contractor must maintain all documentation on file that supports a noncompetitive award to a for-profit entity, as well as the Agency on Aging's determination letter.
- L. Contracts over \$100,000 in the aggregate for any entity must follow a competitive process [CCR 7352].
- M. The contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to Agency on Aging for review and approval:
1. The request for Proposal (RFP) or Invitation to Bid
 2. All bid proposals received
 3. The proposal or bid evaluation documentation, along with the contractor's rationale for awarding the subcontract to a for-profit entity [22 CCR 7362].
 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition [22 CCR 7356].

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

- N. The contractor shall refer to 2 CFR 200.331, Subpart D-Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D-Subrecipient and Contractors Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the contractor shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.
- O. The contractor shall utilize procurement procedures as follows:
 - 1. The contractor shall obtain goods and services through open and competitive awards. Each contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exceptions are contained in 22 CCR 7360(a) and 22 CCR 7360(d). The contractor issuing a noncompetitive award must comply with 22 CCR 73600 (b)-(d).

ARTICLE X. RECORDS AND REPORTS

A. Records

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

- a. Until an audit of the July 1, 2024 through June 30, 2025 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit and Risk Management Branch;
 - b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and
 - c. For such longer period as the Agency on Aging or the State deems necessary.
3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.
 4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.
 5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
 6. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this section. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

B. 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 fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.
3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.
4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a “first in-first out” method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.
5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements:
 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible

equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- D. Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost, requires justification from the Contractor and approval from the California Department of Aging. The Contractor must submit a detailed listing of planned Equipment/Property purchases in its budget to the Agency on Aging (*Schedule of Program/Site Supplies and Equipment Purchases*, page 4 of Exhibit B, *Budget*). Please note an approved budget is not approval for equipment purchases. The Agency on Aging will notify the Contractor when the California Department of Aging has rendered an approval decision.
- E. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:
1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.
 2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.
 3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.
- F. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; fund source; and specific location of the property.
- G. The Contractor shall maintain a cumulative inventory, including the Asset Tag number and all information required by Section F of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
- H. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the Asset Tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

- I. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and submit *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) with the annual Financial Closeout Report to the Agency on Aging. Corresponding reconciliation must be kept on file and available for review by the Agency on Aging.
- J. Prior to disposal of any property purchased by the Contractor or subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the California Department of Aging, through the Agency on Aging, for all reportable property as defined in Section B of this Article. The Contractor shall submit a *Request to Dispose of Property* (FMAAA 248) to the Agency on Aging to request disposal of property.

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

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

- K. The Contractor must sanitize property (remove all confidential, sensitive, or personal information) prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops. The Contractor must attach documentation of sanitation of such devices to the *Request to Dispose of Property* (FMAAA 248) requesting property disposal.
- L. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging and shall provide copies of investigative documentation and police reports as requested by the California Department of Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (FMAAA 248) and provide it to the Agency on Aging.
- M. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, including property acquired with grant funds,

matching funds, monetary donations, and in-kind donations as entered on the budget, budget revisions, and/or closeout report for this Agreement, unless otherwise required by federal law or regulations.

- N. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.
- O. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.
- P. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the contractor's dissolution, the AAA will issue specific written disposition instructions to the contractor.
- Q. The Contractor shall use the property for the purpose for which it was intended under this Agreement.
- R. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- S. If purchase of property is a reimbursable item, the property to be purchased will be specified on an approved Budget.
- T. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

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

ARTICLE XIII. MONITORING AND EVALUATION

- A. Welfare and Institution Code (WIC) (Division 8.5 Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100-9118.5] Article 1. General provisions [9100-9114] Section 9102 (a)) states that the State Unit of Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight, monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.
- The Agency on Aging and Office of the Long-Term Care Ombudsman conduct onsite/remote monitoring visits to ensure that the contractor(s) are in compliance with all federal and State laws, regulations, policies, contracts or grant agreements (Administrative); Performance goals are achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every four years as resource permit.
- B. Authorized State representatives and the Agency on Aging shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- C. The Contractor shall cooperate with the State and the Agency on Aging in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- D. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its Agency on Aging funded programs.
- E. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or the Agency on Aging.
- F. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revision to budgets, To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year.

ARTICLE XIV. AUDIT REQUIREMENTS

A. General

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

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

- a. Financial closeouts (2 CFR §200.1 and 45 CFR §75.2).
- b. Internal controls (2 CFR §200.303 and 45 CFR §75.303).
- c. Allocation of expenditures (2 CFR §200.1 and 45 CFR §75.2).
- d. Allowability of expenditures (2 CFR §200.403 and 45 CFR §75.403).
- e. Equipment expenditures and approvals, if required (2 CFR §200.439 and 45 CFR §75.439).

C. Contractor Single Audit Reporting Requirements

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

Fresno-Madera Area Agency on Aging
2037 West Bullard Avenue #512
Fresno, California 93711

2. The copy shall be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
3. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section L of this Article.
4. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

- D. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers.

The reconciliation shall be maintained and made available for Agency on Aging and CDA review.

E. Contractor Resolution of Contractor's Subrecipients

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

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

G. Contract resolution includes:

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

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

1. Accurate, current, and complete disclosure of the financial results of each federal award or program.
2. Records that identify adequately the source and application of funds for each federally funded activity.

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

with all applicable audit requirements/standards; Agency on Aging shall have access to all audit reports and supporting work papers, and Agency on Aging has the option to perform additional work, as needed.

- K. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the contractor performed an independent expense verification review (alternative procedures) of the Contractor/Subcontractor in making a determination; whether audit findings were issued; an if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- L. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR §200 and 45 CFR §75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]
- M. This Section B applies only to Title III and Title VII.

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

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

“Cluster of programs” means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR §75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75 Requirements], Audits of States, Local Governments [45 CFR §75 Appendix V to Part 75 F.1], and Non-Profit Organizations [45 CFR §75 Appendix IV to Part 75 C.2.a])

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

ARTICLE XV. INSURANCE

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

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

- \$ 750,000 if seating capacity is under 8.
 - \$1,500,000 if seating capacity is 8–15.
 - \$5,000,000 if seating capacity is over 15.
3. **Professional Liability** of not less than \$1,000,000 as it appropriately relates to services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the State Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.
- D. The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:

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

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

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its mailing address (2037 West Bullard Avenue, #512, Fresno, CA 93711) must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.
 - G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.
 - H. The Contractor shall be insured against liability for Worker’s Compensation, or undertake self-insurance in accordance with the provisions of the California Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Cal. Labor Code §3700]
 - I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.
 - J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation,

who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

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

ARTICLE XVII. TERMINATION

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

extent of the termination and shall be effective ninety (90) days from the delivery of the Notice.

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

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

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

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

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. Agency on Aging may terminate this agreement upon thirty (30) days written notice to the contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for

termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to the Agency on Aging a Transition Plan as specified in this agreement. The grounds for termination for cause shall include, but are not limited to, the following:

- a. In case of threat of life, health, or safety to the public, termination of the agreement shall be effective immediately.
- b. A violation of the law or failure to comply with any condition of this Agreement.
- c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
- d. Failure to comply with reporting requirements.
- e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
- f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
- g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
- h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
- i. The commission of an act of bankruptcy.
- j. Finding of debarment or suspension.
- k. The Contractor's organizational structure has materially changed.
- l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 AND 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.

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

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

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

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

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

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

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

ARTICLE XX. NOTICES

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the contractor retains receipt, and shall be communicated of actual receipt.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current mailing address, 2037 West Bullard Avenue, #512, Fresno, CA 93711, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.
- C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A
RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the City of Clovis
(Service Provider)

hereby authorizes John Holt, City Manager
(Name and Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2024 to June 30, 2025 including any subsequent amendments and all necessary supporting documents.

Mayor Lynne Ashbeck

Name of Chair (Please Print)
Governing Board

Signature of Chair
Governing Board

Date

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION:

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
City of Clovis - Senior Services	94-6000311

By (Authorized Signature)

Printed Name and Title of Person Signing	
John Holt, City Manager	
Date Executed	Executed in the County of
	Fresno

CONTRACTOR CERTIFICATION CLAUSES

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

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

by calling the Office of the Secretary of State.

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

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

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

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

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

ACKNOWLEDGE:

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

MEET THE FOLLOWING REQUIREMENTS:

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

APPENDIX C INFORMATION INTEGRITY AND SECURITY STATEMENT

CERTIFY:

To protect PSCI information by:

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

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

Is in full compliance with the 128 Encryption requirements

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

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

John Holt, City Manager

Vendor Printed Name and Title

Vendor Signature

Date

Title III C1 Congregate Nutrition Site Management

25-0051

Program Name

Contract Number

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

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

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

2. Place a checkmark in the appropriate box below:

An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

An independent audit shall be performed and a copy submitted to the Agency on Aging.

All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June	30	2025
Month	Day	Year

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Fiscal Reports

*Expenditure Reports by Program

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

- Monthly Report of Expenditures and Donations Revenue

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

- Title III E Monthly Report of Expenditures

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

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

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

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

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

Additional Fiscal Reports – All Programs

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

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report *(Form 186M)*

Due 7th working day of month:

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

Due 15th of each month:

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

Due 17th of month:

- Title III B Legal Assistance

*Monthly Title III C Elderly Nutrition Program Reports

Due 7th working day of month:

- Q Monthly Service Roster with client signatures and a “1” entered for in date column for each meal served
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed July 1, 2024 or later)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

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

Quarterly Reports

Due 15th of month following reporting period:

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

Due 30th of month following reporting period:

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

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

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

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

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

II. Sanctions

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

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

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

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

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

III. Notification to Provider

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

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

IV. Unresolved At-Risk Condition(s)

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

APPENDIX G

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

I. Actions Subject to Appeal

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

II. Method of Notification

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

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

III. Process

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

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

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

APPENDIX H

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

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

**Jamie Sharma – Ext. 500
Executive Director**

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

**Paul Bustamante – Ext. 501
Director of Finance**

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

**Hillaree Bennett – Ext. 102
Program Director**

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

**Vacant – Ext. 401
Finance Manager**

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

**Sarah Santoyo--Ext 201
Nutrition Program Manager**

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

APPENDIX I
FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

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

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

APPENDIX J

COMMUNITY FOCAL POINTS LIST

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

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

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

APPENDIX K

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Please return only the signature page (page 1). Pages 2-6 are provided for your information only.

Request for Taxpayer Identification Number and Certification

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

AGENDA ITEM NO. 9.

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

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

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	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. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	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.

Social security number											
				-			-				
or											
Employer identification number											
				-							

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.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • 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).

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	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*

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

RESOLUTION 24-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE FY 2024-2025
GENERAL SERVICES DEPARTMENT BUDGET**

The City Council of the City of Clovis resolves as follows:

WHEREAS, the City Council adopted the FY2024-2025 city budget on June 10, 2024;
and,

WHEREAS, additional funding for senior services became available throughout the
year; and,

WHEREAS, these revenues and expenditures were not included in the original adopted
budget; and,

WHEREAS, the additional funds are intended for the senior center.

NOW, THEREFORE BE IT RESOLVED, that the City Council of The City of Clovis hereby
approves the budget amendment as shown in the “Summary of
Expenditures/Revenues by Department” and “Summary of
Expenditures/Revenues by Fund” as Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City
Council of the City of Clovis held on August 5, 2024, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dated: August 5, 2024

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY DEPARTMENT

DEPARTMENT – GENERAL SERVICES

Senior Services	<u>\$48,000</u>
TOTAL DEPARTMENT	\$48,000
TOTAL ALL DEPARTMENTS	\$48,000

SUMMARY OF EXPENDITURES BY FUND

General Fund	<u>\$48,000</u>
TOTAL FUND	\$48,000

SUMMARY OF REVENUES BY DEPARTMENT

DEPARTMENT – GENERAL SERVICES

Senior Services	
FMAAA Grant	<u>\$48,000</u>
TOTAL DEPARTMENT	\$48,000

SUMMARY OF REVENUES BY FUND

General Fund	<u>\$48,000</u>
TOTAL FUND	\$48,000



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 5, 2024

SUBJECT: General Services – Approval - Waive the City’s Usual Purchasing Procedures and Authorize the Purchase of Furniture for Public Safety Headquarters from Core Business Interiors Utilizing Pricing from a Competitive Bid Award Through the County of Fresno, for a total cost of \$99,998.50.

ATTACHMENTS: 1. Core Business Systems Quote

RECOMMENDATION

For City Council to waive the City’s usual purchasing procedures and authorize the purchase of furniture for Public Safety Headquarters from Core Business Interiors utilizing pricing from a competitive bid award through the County of Fresno.

EXECUTIVE SUMMARY

Staff is currently utilizing twenty-year-old office chairs from the original build of the Public Safety Headquarters building. Staff is requesting approval to purchase 136 new replacement office chairs through a competitive bid contract with Fresno County. Total cost of furnishings and labor to install is \$99,998.50. Funds for the purchase of furnishings within the Public Safety Headquarters are included in the FY 24/25 budget.

BACKGROUND

Clovis Public Safety Headquarters was originally built in 2003 and many of the current office chairs are original to the build. Over the past few years staff has noticed increasing failures of fabrics and other components on the twenty-year-old chairs. Facility Maintenance staff, with the help of Core Business interiors, has done their due diligence in attempting to keep the current chairs in operating conditions. However, all original furniture within Public Safety is out of warranty and staff recommends replacement of the original office chairs.

The FY 24/25 budget includes \$100,000.00 to replace staff chairs throughout the building. Staff has tested and researched different styles of chairs and has determined the Trudeau style chair would be the best fit.

FISCAL IMPACT

The City's projected needs for new chairs in Public Safety Headquarter are within the FY24/25 budget allocation for these products.

REASON FOR RECOMMENDATION

The City of Clovis has successfully utilized Core Business Interiors for furnishings in the past and has made Haworth furniture products the standard for the City. The competitive pricing from Fresno County allows the City to purchase these furnishings at a reasonable cost.

Pursuant to the City's Purchasing Procedures, purchases of items/services exceeding \$60,000.00 require City Council approval.

ACTIONS FOLLOWING APPROVAL

Purchase order will be processed and routed for City Manager approval following Council approval. The new chairs are expected to arrive in approximately eight weeks.

CONFLICT OF INTEREST

None.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager *SA*



Proposal

CORE Business Interiors
 PO Box 25519
 Fresno, CA 93729
 Phone: 559-297-6400

Quote/Order No	24836
Date	07/18/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	1 of 5

T
O City of Clovis
 1033 Fifth Street
 Clovis, CA 93612

 ATTN: Stephen Frankian
 Phone: 324-2705
 Email: stephenf@ci.clovis.ca.us

S
H
I
P
T
O City Of Clovis
 Police Department
 1233 Fifth Street
 Clovis, CA 93612

 ATTN: Stephen Frankian
 Phone: 324-2705
 Email: stephenf@ci.clovis.ca.us

Please find proposal for 136 Trudeau High Back Task Chairs with height adjustable arms. To proceed please send your purchase order.

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	136.00 Each	Ergonomic Comfort Design 1609JSXT-A Trudeau HB Highback XT CTRL MEM EP Arm Fab - MeadowCrest - Ink matching previous specifcation	637.49	86,698.64
2	1.00 Each	CBI R, D & I Receive, delivery and installation during normal business hours. Mon. - Fri. 8 - 5 Regular Rates apply	5,914.00	5,914.00
TOTAL:				\$92,612.64
7.9750%-CLOVIS-93612-1313-FRESNO SALES TAX:				\$7,385.86
GRAND TOTAL:				\$99,998.50

Thank you,
 Cheryl



Proposal

CORE Business Interiors
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Quote/Order No	24836
Date	07/18/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	2 of 5

Terms of Agreement

Payment and Invoicing Terms:

For all purchases where CORE Business Interiors is acting as agent between manufacturer and client, invoices will be produced by the individual manufacturer and client payment will be remitted directly to the manufacturer. All terms set forth in agreement with manufacturer will apply.

For all purchases where product is being procured by CORE Business Interiors for resale to Client, the following progress payment schedule will apply; this schedule will apply to the entire amount of the proposal including labor, freight and tax. Sales tax charged will be the rate at the time of billing.

Private Sector Sales Over \$3000 (Established customer with good credit history)

- First Installment: Payment of 80% of the total purchase price will be due prior to execution of order.
- Second Installment: Payment of 20% will be due and payable upon the completion of installation. Retention may only be held for 10% of specific products that are delayed or damaged.

Public Sector Sales (County, City, K-12, Higher Education, etc.) over \$200,000 with Valid Purchase Order

- Public sector sales are any sale made directly to a City, County, or State government. This includes public school districts and public higher education facilities. Private non-profit entities are considered Private Sector.
- Progress billing will be required based on a schedule of values outlined below and may be broken out by phase on larger projects:
 - 80% of product portion of order will be billed when product leaves factory and will be due upon delivery
 - 10% of product and all installation labor will be due upon completion of work
 - 10% retention of product will be due and payable immediately after completion of punch list

All proposals are generated with a cash discount included in the pricing. If you would like to pay with a method other than check, EFT, wire or cash, please contact our office for a revised quote.

Bendable:

Should bond be required, all costs of bond will be added to the P.O. Amount.



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Quote/Order No	24836
Date	07/18/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	3 of 5

Order Cancellation:

Buyer acknowledges all product related to the project are special ordered to the Buyer's specifications and that CORE Business Interiors has no ability to cancel the order after placement with the manufacturer. Buyer acknowledges and agrees to comply with the Terms and Conditions attached hereto. **This order is non-returnable and non-refundable.**

Liquidated Damages:

CORE will not agree to any liquidated damages unless a separate, mutually agreed upon document outlines all vendor, Client, and Contractor expectations. This document and critical dates would need to be agreed on by all vendor suppliers on order.

Warranty for Products:

It is the desire of CORE Business Interiors to represent manufacturers who expressly warrant their products for five years or longer, however not all manufacturers offer such express warranties. CORE Business Interiors' sole responsibility with respect to the products shall be to pass to Client, to the extent available, any and all manufacturer warranties, express and/or implied, associated with the manufacturers' products. Client agrees to look solely to the manufacturer for any and all product defects, and shall hold CORE Business Interiors harmless for any and all claims for product liability. CORE Business Interiors shall provide to the best extent possible, all supporting requests of client to implement manufacturers' warranties. CORE Business Interiors expressly warrants that CORE Business Interiors is an authorized reseller of products being sold under this contract; however, CORE Business Interiors does not make any other express warranty, other than the Warranty of Service set forth below.

Warranty of Service:

CORE Business Interiors warrants that its services it provides will be performed in a workmanlike manner in accordance with industry standards. In the event of failure due to faulty installation, CORE Business Interiors will re-perform the labor to industry standards.

Disclaimer of Implied Warranties:

GOODS PURCHASED BY CLIENT UNDER THIS AGREEMENT ARE PURCHASED "AS IS," AND CORE Business Interiors DOES NOT WARRANT THAT SUCH GOODS ARE OF MERCHANTABLE QUALITY, OR THAT THEY MAY BE USED FOR A PARTICULAR PURPOSE.



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Quote/Order No	24836
Date	07/18/2024
Customer PO No	
Customer Account	COG
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	4 of 5

Excess Handling and Storage:

It is assumed under this contract that the Client project installation site will be ready to immediately receive product unless stated otherwise on product proposal. Site is to be free of other trades and/or existing furniture and equipment, with clear access to area where furniture is to be installed. If furniture is to be installed above or below the ground floor, an operational elevator must be available for use. All full trailer shipments will go directly to project site and LTL shipments will be received and redistributed through CORE Business Interiors authorized warehouse and delivery crew. LTL shipments must be accepted by Client for delivery within 30 calendar days of receipt. Any delays beyond 30 calendar days will result in storage charges. Storage will be charged at the rate of \$49.00 per standard size pallet per month. Any additional labor caused by delays, excess handling, special equipment and storage not the direct fault of CORE Business Interiors, will be charged back to client. Charges for storage and excess handling that have accrued prior to installation must be paid in full prior to start of installation or installation may be delayed or cancelled.

Delivery and Installation:

All services provided by CORE Business Interiors are provided during normal working hours of 8AM to 5PM, Monday through Friday. Quotes for work outside of normal business hours may be requested and appropriate overtime quote will be supplied prior to start of work.

All costs are based on the costs of receiving, inspecting, assembling, delivering, and staging the product including clean-up costs. In addition, delivery & assembly is an estimate based on the following assumptions. Any variance from the following assumptions will increase the delivery & assembly price:

- Work area must be clear of all other construction/installation trades or other obstructions.
- Work area will have electricity, heat, hoisting, elevator service, and adequate facilities for off-loading, staging, moving and handling of product.
- There is clear access to loading area or loading dock and freight elevator.
- There is reasonable "push" distance from loading area or loading dock installation area.
- Single handling of product from trucks into designated delivery/ installation space.

Late Payment Fee:

Any Payments that are past due more than 30 days, will be subject to a late payment fee of 1.5% per month or 18% per annum. Client shall pay for all costs of collection of late payments including but not limited to, attorney fees, court costs and/or collection agency fees.



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Quote/Order No	24836
Date	07/18/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	5 of 5

Security Interest:

The undersigned hereby grants to CORE Business Interiors a security interest in any goods purchased under this Agreement. If Client defaults in payment when due, then CORE Business Interiors shall have all rights and remedies granted to a secured party under the California Commercial Code. Title of goods will not pass to customer, and all merchandise will remain the property of CORE Business Interiors, until the merchandise has been paid for in full.

Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the State of California.

Agreement:

In witness whereof, the parties hereto have executed this agreement on the dates indicated below.

Client Signature

CORE Business Interiors

Name

Name
Account Executive

Title

Title

Date

Date



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 5, 2024

SUBJECT: General Services – Approval - Waive the City’s Usual Purchasing Procedures and Authorize the Purchase of Furniture for Personnel Offices, located at 1625 Shaw Avenue, from Core Business Interiors Utilizing Pricing from a Competitive Bid Award Through the County of Fresno, for a total cost of \$124,730.97.

ATTACHMENTS: 1. Core Business Interiors Quote

RECOMMENDATION

For City Council to waive the City’s usual purchasing procedures and authorize the purchase of furniture for the Personnel division tenant space located at 1625 Shaw Avenue, from Core Business Interiors utilizing pricing from a competitive bid award through the County of Fresno.

EXECUTIVE SUMMARY

The Personnel division is moving to a tenant space on Shaw Avenue and requires the purchase of office furniture for the staff of ten, plus lobby, conference room, and breakroom furnishings. Total cost of furnishings and labor to install is \$124,730.97. Funds for the purchase of furnishings for the Shaw space is in the Community Investment Program (CIP) budget.

BACKGROUND

To alleviate overcrowding at City Hall offices, the Personnel division is relocating to tenant office space located at 1625 Shaw Avenue, next to the City’s Information Technology division. The approximately 3,370 square foot office does not include furnishings, and staff is leaving their current City Hall furnishings for the use of another department. The current lease is a minimum of 5 years with the option of two additional five-year extensions.

The ten staff members in Personnel need desks, chairs, lobby furniture, filing cabinets, conference room furniture, and breakroom tables and chairs. The Haworth furniture selected is similar to what was recently purchased for the Landmark Square senior center and transit hub buildings. Haworth is the City’s standard for commercial office furnishings.

The total cost of all needed furnishings, shipping, and installation is \$124,730.97. Furnishings should be installed around October 1, 2024, with City Personnel staff completing the move on October 14, 2024.

FISCAL IMPACT

Adequate funds are in the City's Community Investment Program (CIP) budget for this purchase.

REASON FOR RECOMMENDATION

The City of Clovis has successfully utilized Core Business Interiors for furnishings in the past and has made Haworth furniture products the standard for the City. The competitive pricing from Fresno County allows the City to purchase these furnishings at a reasonable cost.

Pursuant to the City's Purchasing Procedures, purchases of items/services exceeding \$60,000.00 require City Council approval.

ACTIONS FOLLOWING APPROVAL

Purchase order will be processed and routed for City Manager approval following Council approval. The furniture is expected to be delivered and installed around October 1, 2024.

CONFLICT OF INTEREST

None.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *SH*



Proposal

CORE Business Interiors
PO Box 25519
Fresno, CA 93729
Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	1 of 40

T
O City of Clovis
 1033 Fifth Street
 Clovis, CA 93612

ATTN: Stephen Frankian
 Phone: 324-2705
 Email: stephenf@ci.clovis.ca.us

S
H
I
P
T
O City of Clovis Personnel + Human Resources
 1625 Shaw Ave.
 Clovis, CA 93612

ATTN: Stephen Frankian
 Phone: 324-2705
 Email: stephenf@ci.clovis.ca.us

Please find proposal for City of Clovis HR & Personnel new furniture. Priced with Fresno County Contract. To proceed please send your purchase order.

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	Haworth Inc. JDRL-2442-JNFSBSS--,H-B06-,HP-B06-,TR-G-,TR-G X Series,Return,Lam,2442,Open,End Stl Pnl,1/3 Modesty,Cable Mgt OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Case Trim Color:,TR-G:Gray Tone GRD A OPTION: Modesty Surface Color:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	520.46	520.46
2	1.00 Each	Haworth Inc. JDRL-2448-JNFSBSS--,H-B06-,HP-B06-,TR-G-,TR-G X Series,Return,Lam,2448,Open,End Stl Pnl,1/3 Modesty,Cable Mgt OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Case Trim Color:,TR-G:Gray Tone GRD A OPTION: Modesty Surface Color:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	545.21	545.21
3	1.00 Each	Haworth Inc. JDSDL-2472-JFFSBS--,H-B06-,HP-B06-,TR-G-,TR-G X Series,Rect Desk,Lam, EB3,24X72,End,End,Ptd,1/3	873.74	873.74



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Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	2 of 40

		Mod,Cbl Mgt OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP-B06:Brazilwood GRD A OPTION: Case Trim Color:,TR-G:Gray Tone GRD A OPTION: Modesty Surface Color:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC		
4	1.00 Each	Haworth Inc. JDSSL-3072-JFFSBS--,H-B06-,HP-B06-,TR-G-,TR-G X Series,Rect Desk,Lam, EB3,30X72,End,End,Ptd,1/3 Mod,Cbl Mgt OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP-B06:Brazilwood GRD A OPTION: Case Trim Color:,TR-G:Gray Tone GRD A OPTION: Modesty Surface Color:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	900.62	900.62
5	2.00 Each	Haworth Inc. JPMH-18-S8--,TR-G-,LR-BP X Series,Pedestal,Mobile,B/B/F,18"D,PtdDrwFrt, Stl Lkrl,Linear Pull,Cstr,Stl Top OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	343.94	687.88
6	2.00 Each	Haworth Inc. JPMJ-18-S8--,TR-G-,LR-BP X Series,Pedestal,Mobile,F/F,18"D,PtdDrwFrt, Stl Lkrl,Linear Pull,Cstr,Stl Top OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	313.63	627.26



Proposal

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Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	3 of 40

7	2.00 Each	Haworth Inc. JSPY-0536-S8--,TR-G-,LR-BP X Series,5H x 36"W,Closed Cabinet,Two Doors,Ptd Dr Front,Ptd Lock Bar,Freestanding Mount,Linear Pull OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	775.13	1,550.26
8	1.00 Each	Haworth Inc. KUAF-1630--(PY)-,PY-TH Tackboard,Wall-Mounted,Universal 16In. X 30In. OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	77.66	77.66
9	2.00 Each	Haworth Inc. KUAF-1636--(PY)-,PY-TH Tackboard,Wall-Mounted,Universal 16In. X 36In. OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	81.40	162.80
10	1.00 Each	Haworth Inc. KUAF-1642--(PY)-,PY-TH Tackboard,Wall-Mounted,Universal 16In. X 42In. OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	85.13	85.13
11	1.00 Each	Haworth Inc. LSET-2--,LX-BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 2 OPTION: Lock Color:,LX-BP:Chrome GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	0.00	0.00



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Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	4 of 40

12	2.00 Each	Haworth Inc. LSET-4--,LX-BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 4 OPTION: Lock Color:,LX-BP:Chrome GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	0.00	0.00
13	1.00 Each	Haworth Inc. LUTA-0017-1NULDN Light, Task, LED,Adapt,17", Add-On,18" Daisy Chain Cord Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	121.49	121.49
14	1.00 Each	Haworth Inc. LUTN-0017-19ULDN Light, Task, LED,Adapt,17", Stand Alone,18 Watt,9' Cord Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	144.27	144.27
15	1.00 Each	Haworth Inc. LUTT-0017-11ULDN Light, Task, LED,Adapt,17", Starter,65 Watt,11' Cord Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	163.67	163.67
16	1.00 Each	Haworth Inc. UUKS-1636-LWL--,TR-G-,H-B06-,HP-KA-,LR-BP Adaptable,Upper Storage,36"W,Laminate Front,Wall Mount,Hinge,Swing,Locking OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Door Front Color 1A:,H-B06:Brazilwood GRD A OPTION: Surface Edge Color 1A:,HP-KA:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	650.93	650.93
17	1.00 Each	Haworth Inc. UUKS-1642-LWL--,TR-G-,H-B06-,HP-KA-,LR-BP Adaptable,Upper Storage,42"W,Laminate Front,Wall	669.82	669.82



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Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	5 of 40

		Mount,Hinge,Swing,Locking OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Door Front Color 1A:,H-B06:Brazilwood GRD A OPTION: Surface Edge Color 1A:,HP-KA:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC		
18	1.00 Each	Haworth Inc. UUKS-1666-LWL--,TR-G-,H-B06-,HP-KA-,LR-BP Adaptable,Upper Storage,66"W,Laminate Front,Wall Mount,Hinge,Swing,Locking OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Door Front Color 1A:,H-B06:Brazilwood GRD A OPTION: Surface Edge Color 1A:,HP-KA:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	972.12	972.12
19	1.00 Each	Haworth Inc. VZAL-6600 Compose, Vertical Light Block, 66in Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	1.38	1.38
20	1.00 Each	Haworth Inc. VZCC-0072-A--,TR-G Compose,Top Trim 72In.W,Alumn OPTION: Top Trim Color A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	45.99	45.99
21	1.00 Each	Haworth Inc. VZCE-6600-A--,TR-G Compose,Panel Trim,End-Of-Run 66In.H, Alum OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Andi Wendy	59.70	59.70



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Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	6 of 40

		Tag GC: 24186 COC		
22	1.00 Each	Haworth Inc. VZCW-0000-P Compose,Wall Mount,Fits All Heights Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	19.07	19.07
23	2.00 Each	Haworth Inc. VZFF-6636-NNBBNR--,TR-G-,TR-G-,TR-G Compose, Frm,66Hx36W,Bs NoPwr,BsTrm/BsTrm,No Blt Pwr,Std OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A OPTION: Base Trim Color A:,TR-G:Gray Tone GRD A OPTION: Base Trim Color B:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	106.36	212.72
24	4.00 Each	Haworth Inc. VZTI-5636-FNC--(PY)-,PY-TH Compose,Single Tile,56In.HX36In.W,Fabric/Tackable,Std Core,No Tech OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Andi Wendy Tag GC: 24186 COC	59.54	238.16
25	8.00 Each	Haworth Inc. SCS-44-02--,TR-FJ-,TR-7-,TR-LE Very Side,Plstc Seat,Perforated Bk,Armless,Sft Csts, OPTION: Seat 1 Color:,TR-FJ:Slate GRD A OPTION: Trim Color:,TR-7:Fog GRD B OPTION: Frame Color:,TR-LE:Metallic Silver GRD B Mark Line For: Tag TG: Break Tag GC: 24186 COC	232.04	1,856.32
26	2.00 Each	Haworth Inc. TCRQ-4242-LJSNXC4A--,H-3E-,HP-3E-,TR-K Jive,Tbl,Sq,Lam,42"x42",Eb3,Std,Co:none,X,Cstr,29"h,Ptd OPTION: Worktop Surface Color:,H-3E:Smoke GRD A	476.28	952.56



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Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	7 of 40

Item No	Quantity	Description	Unit Price	Total Price
		OPTION: Worktop Edge Color-Users Edge:,HP-3E:Smoke GRD A OPTION: Base Color 1A:,TR-K:Charcoal GRD A Mark Line For: Tag TG: Break Tag GC: 24186 COC		
27	1.00 Each	Haworth Inc. LUTN-0031-19ULDN Light, Task, LED,Adapt,31", Stand Alone,18 Watt,9' Cord Mark Line For: Tag TG: Charles Tag GC: 24186 COC	163.77	163.77
28	1.00 Each	Haworth Inc. MTVD-2472--(PY)-,PY-TH Masters Series,Fabric Tackboard for Vertical Storage,No Slat Wall,24"Hx72"W OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Charles Tag GC: 24186 COC	326.42	326.42
29	1.00 Each	Haworth Inc. ULB4-1430-S--,H-B06-,HP-B06 Masters Series,Laminate,Bookcase,14"Dx30"W,4-High,Ltr OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Charles Tag GC: 24186 COC	489.69	489.69
30	1.00 Each	Haworth Inc. ULSE-2819-SLN--,H-B06-,HP-B06 Masters Series,End Panel,Lam,28"Hx19"D OPTION: Case Color:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Charles Tag GC: 24186 COC	156.05	156.05
31	1.00 Each	Haworth Inc. ULSE-2819-SRN--,H-B06-,HP-B06	156.05	156.05



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Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	8 of 40

		Masters Series,End Panel,Lam,28"Hx19"D OPTION: Case Color:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Charles Tag GC: 24186 COC		
32	1.00 Each	Haworth Inc. ULSL-2824-SR--,H-B06-,HP-B06 Masters Series,Support,L - Partial Depth,Lam, 28"Hx24"D,RH OPTION: Case Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Charles Tag GC: 24186 COC	222.61	222.61
33	3.00 Each	Haworth Inc. X5PA-2823-68SSNL--,H-B06-,HP-B06-,LR-BP Masters Series,Pedestal,Attached,Lam,Ltr,F/F Bk Miterfold,Lin Pull,No Bk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Charles Tag GC: 24186 COC	716.71	2,150.13
34	1.00 Each	Haworth Inc. X5VL-4072-LSNL--,H-B06-,HP-B06-,LR-BP Masters Series,Vsu,Solid Doors,Laminate,Letter,40In.H X 72In.W OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Charles Tag GC: 24186 COC	1,476.99	1,476.99
35	1.00	Haworth Inc.	1,378.81	1,378.81



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	9 of 40

	Each	XLAR-3672-JSNTBE--,H-B06-,HP-B06-,TR-LE Masters Series,Hgt Adj Table Desk,Rect Lam Top,T-Leg Base,36"Dx72"W,Sngl Stage Std,Ptd OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Base Color 1A:,TR-LE:Metallic Silver GRD B Mark Line For: Tag TG: Charles Tag GC: 24186 COC		
36	1.00 Each	Haworth Inc. XLBR-2442-JSNNL--,H-B06-,HP-B06 Masters Series,Rect Bridge/Return Top,Lam, 24"Dx42"W,No Grommet,No Mod,LH OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Charles Tag GC: 24186 COC	338.17	338.17
37	1.00 Each	Haworth Inc. XLS2-3600-SE--,H-B06-,HP-B06-,TR-LE Masters Series,Shroud,Lam for Hgt Adj T-Leg Sngl Stage, 36"D,Pair OPTION: Base Color 1A:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Worktop Grommet Color:,TR-LE:Metallic Silver GRD B Mark Line For: Tag TG: Charles Tag GC: 24186 COC	1,200.45	1,200.45
38	1.00 Each	Haworth Inc. XLWF-2472-JSNN--,H-B06-,HP-B06 Masters Series,Laminate,Credenza Top,One Profile Edge, 24"Dx72"W,No Grommet OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A	231.06	231.06



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	10 of 40

#	Qty	Description	Unit Price	Total Price
		Mark Line For: Tag TG: Charles Tag GC: 24186 COC		
39	1.00 Each	Haworth Inc. XLXS-2272--,H-B06-,HP-B06 Masters Series,Modesty Panel for Shroud,Lam,22"Hx72"W OPTION: Modesty Surface Color:,H-B06:Brazilwood GRD A OPTION: Modesty Trim Color:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Charles Tag GC: 24186 COC	214.82	214.82
40	1.00 Each	Haworth Inc. EUC1-PF0P-201010--,TR-PM1 FTU with Smooth bezel, 1sd, Corded - Straight,6ft.,2 Recpt, 0 Dual Usb-A,1 Usb-AC20w,0 Usb-c60w,1 Data port,0 Cable bay (2 ports) OPTION: Tech Surface Color 1A:,TR-PM1:Silver GRD A Mark Line For: Tag TG: Conference Tag GC: 24186 COC	495.33	495.33
41	1.00 Each	Haworth Inc. TCRA-2472-LJSFFH4A--,H-B06-,HP-B06-,TR-G Jive,Tbl,Rect,Lam,24"x72",Eb3,Std,Co:1sd/4opn/cntr,T - Rd,Cstr/Flip,29"h,Ptd OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Base Color 1A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Conference Tag GC: 24186 COC	811.69	811.69
42	3.00 Each	Haworth Inc. TCRA-2472-LJSNFH4A--,H-B06-,HP-B06-,TR-G Jive,Tbl,Rect,Lam,24"x72",Eb3,Std,Co:none,T - Rd,Cstr/ Flip,29"h,Ptd OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Base Color 1A:,TR-G:Gray Tone GRD A	788.76	2,366.28



Proposal

CORE Business Interiors
 PO Box 25519
 Fresno, CA 93729
 Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	11 of 40

#	Qty	Description	Unit Price	Total Price
		Mark Line For: Tag TG: Conference Tag GC: 24186 COC		
43	1.00 Each	Haworth Inc. JLPD-0236-S8A--,TR-G-,LR-BP X Series,27.5"H x 36"W,Lateral File,File,Ptd Drawer Front,Proud,Ptd Lock Bar,Attached,Linear Pull,Glides OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	544.75	544.75
44	1.00 Each	Haworth Inc. JPAJ-18-S8--,TR-G-,LR-BP X Series,Pedestal,Attached,F/F,18"D,PtdDrwFrt, Stl Lkrl,Linear Pull OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	256.70	256.70
45	2.00 Each	Haworth Inc. JPMH-18-S8--,TR-G-,LR-BP X Series,Pedestal,Mobile,B/B/F,18"D,PtdDrwFrt, Stl Lkrl,Linear Pull,Cstr,Stl Top OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	343.94	687.88
46	1.00 Each	Haworth Inc. JTPL-1836-JYJYS--,H-34-,HP-34 X Series, Common Top, Prd Frnt, Lam Top, 18.75Dx36W, 3mm Plstc Usr, 1mm LH,3mm Bck,1mm RH OPTION: Worktop Surface Color:,H-34:Beige GRD A OPTION: Worktop Edge Color-Users Edge:,HP-34:Beige GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	167.73	167.73



Proposal

CORE Business Interiors
PO Box 25519
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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	12 of 40

47	1.00 Each	Haworth Inc. LSET-1--,LX-BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1 OPTION: Lock Color:,LX-BP:Chrome GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	0.00	0.00
48	1.00 Each	Haworth Inc. LSET-3--,LX-BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 3 OPTION: Lock Color:,LX-BP:Chrome GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	0.00	0.00
49	1.00 Each	Haworth Inc. LSET-6--,LX-BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 6 OPTION: Lock Color:,LX-BP:Chrome GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	0.00	0.00
50	1.00 Each	Haworth Inc. ULOL-2930-LSN--,H-B06-,HP-B06-,LR-BP Masters Series,OSU,Hngd Door,Lam,Ltr,29"Hx30"W OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	972.74	972.74
51	1.00 Each	Haworth Inc. ULOL-2960-LSN--,H-B06-,HP-B06-,LR-BP Masters Series,OSU,Hngd Door,Lam,Ltr,29"Hx60"W OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Jan	1,443.93	1,443.93



Proposal

CORE Business Interiors
 PO Box 25519
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 Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	13 of 40

Item No	Quantity	Description	Unit Price	Total Price
		Tag GC: 24186 COC		
52	1.00 Each	Haworth Inc. VZAL-6600 Compose, Vertical Light Block, 66in Mark Line For: Tag TG: Jan Tag GC: 24186 COC	1.38	1.38
53	1.00 Each	Haworth Inc. VZCC-0060-A--,TR-G Compose,Top Trim 60In.W,Alumn OPTION: Top Trim Color A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	38.66	38.66
54	1.00 Each	Haworth Inc. VZCE-6600-A--,TR-G Compose,Panel Trim,End-Of-Run 66In.H, Alum OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	59.70	59.70
55	1.00 Each	Haworth Inc. VZCW-0000-P Compose,Wall Mount,Fits All Heights Mark Line For: Tag TG: Jan Tag GC: 24186 COC	19.07	19.07
56	2.00 Each	Haworth Inc. VZFF-6630-NNBBNR--,TR-G-,TR-G-,TR-G Compose, Frm,66Hx30W,Bs NoPwr,BsTrm/BsTrm,No Blt Pwr,Std OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A OPTION: Base Trim Color A:,TR-G:Gray Tone GRD A OPTION: Base Trim Color B:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	102.30	204.60
57	4.00 Each	Haworth Inc. VZTI-5630-FNN--(PY)-,PY-TH	53.58	214.32



Proposal

CORE Business Interiors
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 Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	14 of 40

Item No	Quantity	Description	Unit Price	Total Price
		Compose,Single Tile,56In.HX30In.W,Fabric/Tackable,Std Core,No Tech OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC		
58	1.00 Each	Haworth Inc. WURA-1830-LJSA--,H-34-,HP-34 Worksurface, Rect,18Dx30W,Lam,Edgeband,Std Core,Notched OPTION: Worktop Surface Color:,H-34:Beige GRD A OPTION: Worktop Edge Color-Users Edge:,HP-34:Beige GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	74.00	74.00
59	3.00 Each	Haworth Inc. X5FA-1830-NS8SSYLL--,H-B06-,HP-B06-,LR-BP Masters Series,Lat File,Attached,Lam,2-High, 18"Dx30"W,Blk Miterfold,Lin Pull,Lam Bk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	983.77	2,951.31
60	1.00 Each	Haworth Inc. XLWF-1990-JSNN--,H-B06-,HP-B06 Masters Series,Laminate,Credenza Top,One Profile Edge, 19"Dx90"W,No Grommet OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Jan Tag GC: 24186 COC	245.06	245.06
61	1.00	Haworth Inc.	6.65	6.65



Proposal

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 Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	15 of 40

Item No	Quantity	Description	Unit Price	Total Price
	Each	ZZBA-0000-PR Side/Corner Bracket,RH Mark Line For: Tag TG: Jan Tag GC: 24186 COC		
62	1.00 Each	Haworth Inc. ZZBD-1600-PL Compose, Cntlvr Brkt,16In.D, Lh Mark Line For: Tag TG: Jan Tag GC: 24186 COC	21.36	21.36
63	1.00 Each	Haworth Inc. LSET-7--,LX-BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 7 OPTION: Lock Color:,LX-BP:Chrome GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	0.00	0.00
64	1.00 Each	Haworth Inc. LUTN-0031-19ULDN Light, Task, LED,Adapt,31", Stand Alone,18 Watt,9' Cord Mark Line For: Tag TG: Linda Tag GC: 24186 COC	163.77	163.77
65	1.00 Each	Haworth Inc. MTVD-2472--(PY)-,PY-TH Masters Series,Fabric Tackboard for Vertical Storage,No Slat Wall,24"Hx72"W OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	326.42	326.42
66	1.00 Each	Haworth Inc. ULSE-2819-SLN--,H-B06-,HP-B06 Masters Series,End Panel,Lam,28"Hx19"D OPTION: Case Color:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	156.05	156.05



Proposal

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 PO Box 25519
 Fresno, CA 93729
 Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	16 of 40

67	1.00 Each	Haworth Inc. ULSL-2824-SR--,H-B06-,HP-B06 Masters Series,Support,L - Partial Depth,Lam, 28"Hx24"D,RH OPTION: Case Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	222.61	222.61
68	1.00 Each	Haworth Inc. X5CL-4030-8LSL--,H-B06-,HP-B06-,LR-BP Masters Series,Stg,Stk-On,Solid Door,Lam,Ltr, 40"Hx30"W,Lin Pull,Lk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	1,250.42	1,250.42
69	1.00 Each	Haworth Inc. X5F4-2430-NS8SSBLL--,H-B06-,HP-B06-,LR-BP Masters Series,Lat File,Frstdng,Lam,4-High, 24"Dx30"W,Blk Miterfold Dwr,Lin Pull,Lk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	1,702.75	1,702.75
70	1.00 Each	Haworth Inc. X5FA-2330-NS8SSNLL--,H-B06-,HP-B06-,LR-BP Masters Series,Lat File,Attached,Lam,2-High, 23"Dx30"W,Blk Miterfold,Lin Pull,No Bk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A	861.39	861.39



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	17 of 40

Item No	Quantity	Description	Unit Price	Total Price
		OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC		
71	1.00 Each	Haworth Inc. X5VL-4072-LSNL--,H-B06-,HP-B06-,LR-BP Masters Series,Vsu,Solid Doors,Laminate,Letter,40In.H X 72In.W OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	1,476.99	1,476.99
72	1.00 Each	Haworth Inc. XLAR-3672-JSNTBE--,H-B06-,HP-B06-,TR-LE Masters Series,Hgt Adj Table Desk,Rect Lam Top,T-Leg Base,36"Dx72"W,Sngl Stage Std,Ptd OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Base Color 1A:,TR-LE:Metallic Silver GRD B Mark Line For: Tag TG: Linda Tag GC: 24186 COC	1,378.81	1,378.81
73	1.00 Each	Haworth Inc. XLBR-2448-JSNNNL--,H-B06-,HP-B06 Masters Series,Rect Bridge/Return Top,Lam, 24"Dx48"W,No Grommet,No Mod,LH OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	366.60	366.60
74	1.00 Each	Haworth Inc. XLS2-3600-SE--,H-B06-,HP-B06-,TR-LE Masters Series,Shroud,Lam for Hgt Adj T-Leg Sngl Stage,	1,200.45	1,200.45



Proposal

CORE Business Interiors
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Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	18 of 40

		36"D,Pair OPTION: Base Color 1A:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP-B06:Brazilwood GRD A OPTION: Worktop Grommet Color:,TR-LE:Metallic Silver GRD B Mark Line For: Tag TG: Linda Tag GC: 24186 COC		
75	1.00 Each	Haworth Inc. XLWF-2430-JSNN--,H-B06-,HP-B06 Masters Series,Laminate,Credenza Top,One Profile Edge, 24"Dx30"W,No Grommet OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	133.01	133.01
76	1.00 Each	Haworth Inc. XLWF-2472-JSNN--,H-B06-,HP-B06 Masters Series,Laminate,Credenza Top,One Profile Edge, 24"Dx72"W,No Grommet OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	231.06	231.06
77	1.00 Each	Haworth Inc. XLXS-2272--,H-B06-,HP-B06 Masters Series,Modesty Panel for Shroud,Lam,22"Hx72"W OPTION: Modesty Surface Color:,H-B06:Brazilwood GRD A OPTION: Modesty Trim Color:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Linda Tag GC: 24186 COC	214.82	214.82
78	1.00 Each	Haworth Inc. LSET-8--,LX--0BP	0.00	0.00



Proposal

CORE Business Interiors
 PO Box 25519
 Fresno, CA 93729
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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	19 of 40

		HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 8 OPTION: ,LX-: OPTION: 0BP: Mark Line For: Tag TG: Lori Tag GC: 24186 COC		
79	1.00 Each	Haworth Inc. LUTN-0031-19ULDN Light, Task, LED,Adapt,31", Stand Alone,18 Watt,9' Cord Mark Line For: Tag TG: Lori Tag GC: 24186 COC	163.77	163.77
80	1.00 Each	Haworth Inc. MTVD-2472--(PY)-,PY-TH Masters Series,Fabric Tackboard for Vertical Storage,No Slat Wall,24"Hx72"W OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC	326.42	326.42
81	1.00 Each	Haworth Inc. TRRA-2346-LJSNCN--,H-B06-,HP-KA Upside,Worksurface,Rect,23"d x46"w,Lam,Eb3,Std,No Cutout,C-leg OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- KA:Brazilwood GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC	118.35	118.35
82	1.00 Each	Haworth Inc. ULSL-2824-SL--,H-B06-,HP-B06 Masters Series,Support,L - Partial Depth,Lam, 28"Hx24"D,LH OPTION: Case Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Lori	222.61	222.61



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	20 of 40

		Tag GC: 24186 COC		
83	2.00 Each	Haworth Inc. X5F4-2436-NS8SSBLL--,H-B06-,HP-B06-,LR-BP Masters Series,Lat File,Frstdng,Lam,4-High, 24"Dx36"W,Blk Miterfold Dwr,Lin Pull,Lk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC	1,793.63	3,587.26
84	1.00 Each	Haworth Inc. X5FA-2330-NS8SSYLL--,H-B06-,HP-B06-,LR-BP Masters Series,Lat File,Attached,Lam,2-High, 23"Dx30"W,Blk Miterfold,Lin Pull,Lam Bk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC	1,038.74	1,038.74
85	2.00 Each	Haworth Inc. X5FA-2336-NS8SSYLL--,H-B06-,HP-B06-,LR-BP Masters Series,Lat File,Attached,Lam,2-High, 23"Dx36"W,Blk Miterfold,Lin Pull,Lam Bk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC	1,129.62	2,259.24
86	2.00 Each	Haworth Inc. X5KL-4036-NNSN--,H-B06-,HP-B06 Masters Series,Stg,Stk-On,Open,Lam,Ltr,40"Hx36"W OPTION: Surface 1A Color Storage:,H-B06:Brazilwood	917.08	1,834.16



Proposal

CORE Business Interiors
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 Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	21 of 40

		GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC		
87	1.00 Each	Haworth Inc. X5VL-4072-LSNL--,H-B06-,HP-B06-,LR-BP Masters Series,Vsu,Solid Doors,Laminate,Letter,40In.H X 72In.W OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC	1,476.99	1,476.99
88	1.00 Each	Haworth Inc. X5VL-5272-LSNL--,H-B06-,HP-B06-,LR-BP Masters Series,Vsu,Solid Doors,Laminate,Letter,52In.H X 72In.W OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC	1,819.03	1,819.03
89	1.00 Each	Haworth Inc. XLAM-4200-JS--,H-B06-,HP-B06-,TR-LE Masters Series,Table,Lam,Round Top,42"Dia OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Base Color 1A:,TR-LE:Metallic Silver GRD B Mark Line For: Tag TG: Lori Tag GC: 24186 COC	1,167.73	1,167.73
90	1.00 Each	Haworth Inc. XLSP-3678-JSS5N8LF--,H-B06-,HP-B06-,H-B06-,HP-	1,445.75	1,445.75



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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	22 of 40

		B06-,LR-BP Masters Series,Sngl Ped,Rect Top Desk,Lam, 36"Dx78"W,B/B/F Blk Miterfold,Inset Mod,Lin Pull OPTION: Case Color:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC		
91	2.00 Each	Haworth Inc. XLWF-2436-JSNN--,H-B06-,HP-B06 Masters Series,Laminate,Credenza Top,One Profile Edge, 24"Dx36"W,No Grommet OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC	147.02	294.04
92	1.00 Each	Haworth Inc. XLWF-2472-JSNN--,H-B06-,HP-B06 Masters Series,Laminate,Credenza Top,One Profile Edge, 24"Dx72"W,No Grommet OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Lori Tag GC: 24186 COC	231.06	231.06
93	1.00 Each	Haworth Inc. EUER-153P-GS0S--,TR-G Triplex Receptacle,15 Amp, 332, CM OPTION: Tech Surface Color 1A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	104.57	104.57



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	23 of 40

94	2.00 Each	Haworth Inc. JLPD-0230-S8A--,TR-G-,LR-BP X Series,27.5"H x 30"W,Lateral File,File,Ptd Drawer Front,Proud,Ptd Lock Bar,Attached,Linear Pull,Glides OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	471.05	942.10
95	2.00 Each	Haworth Inc. JPMH-24-S8--,TR-G-,LR-BP X Series,Pedestal,Mobile,B/B/F,24"D,PtdDrwFrt, Stl Lkrl,Linear Pull,Cstr,Stl Top OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	355.42	710.84
96	2.00 Each	Haworth Inc. TCRA-1848-LJSNEC4--,H-B06-,HP-B06-,TR-G Jive,Tbl,Rect,Lam,18"x48",Eb3,Std,Co:none,Post - Extruded,Cstr,29"h OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Base Color 1A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	385.44	770.88
97	2.00 Each	Haworth Inc. TRRA-2958-LJSNCN--,H-B06-,HP-KA Upside,Worksurface,Rect,29"d x58"w,Lam,Eb3,Std,No Cutout,C-leg OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- KA:Brazilwood GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	165.33	330.66



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	24 of 40

98	2.00 Each	Haworth Inc. UZKS-1648-LML--,TR-G-,H-B06-,HP-KA-,LR-BP Compose ,Upper Storage,48"W,Laminate Front,Panel Mount,Hinge,Swing,Locking OPTION: Case Color:,TR-G:Gray Tone GRD A OPTION: Door Front Color 1A:,H-B06:Brazilwood GRD A OPTION: Surface Edge Color 1A:,HP-KA:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	636.80	1,273.60
99	32.00 Each	Haworth Inc. VZAD-0000-R--,TR-G Elec Comp, Data Blank Cover OPTION: Tech Trim Color 1A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	0.83	26.56
100	2.00 Each	Haworth Inc. VZAL-4200 Compose, Vertical Light Block, 42in Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	1.11	2.22
101	3.00 Each	Haworth Inc. VZAL-6600 Compose, Vertical Light Block, 66in Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	1.38	4.14
102	25.00 Each	Haworth Inc. VZAR-0000--,TR-G Elec Comp, Receptacle Blank Cover, Compose/Premise OPTION: Tech Trim Color 1A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	1.38	34.50
103	2.00 Each	Haworth Inc. VZCC-0036-A--,TR-G	32.07	64.14



Proposal

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 Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	25 of 40

		Compose,Top Trim 36In.W,Alumn OPTION: Top Trim Color A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC		
104	3.00 Each	Haworth Inc. VZCC-0048-A--,TR-G Compose,Top Trim 48In.W,Alumn OPTION: Top Trim Color A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	35.37	106.11
105	1.00 Each	Haworth Inc. VZCC-0054-A--,TR-G Compose,Top Trim 54In.W,Alumn OPTION: Top Trim Color A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	37.01	37.01
106	3.00 Each	Haworth Inc. VZCC-0084-A--,TR-G COMPOSE, TOP TRIM 84IN.W,Alumn OPTION: Top Trim Color A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	50.65	151.95
107	3.00 Each	Haworth Inc. VZCE-6600-A--,TR-G Compose,Panel Trim,End-Of-Run 66In.H, Alum OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	59.70	179.10
108	4.00 Each	Haworth Inc. VZCL-6600-A--,TR-G-,TR-G Compose,Connector Trim,Corner,2-Way 66In.H, Alum OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A OPTION: Top Trim Color A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	114.89	459.56



Proposal

CORE Business Interiors
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 Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	26 of 40

109	2.00 Each	Haworth Inc. VZCS-0000 Compose, Corner Block Assembly, 90Deg Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	9.95	19.90
110	1.00 Each	Haworth Inc. VZCT-4200-A--, TR-G-, TR-G Compose, Connector Trim, Corner, 3-Way 42In.H, Alum OPTION: Edge Trim Color:, TR-G: Gray Tone GRD A OPTION: Top Trim Color A:, TR-G: Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	85.12	85.12
111	1.00 Each	Haworth Inc. VZEB-0006-H3 Compose, Base Feed Module, Hardwire Conn 6Ft Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	83.67	83.67
112	1.00 Each	Haworth Inc. VZEF-0R0S Compose, Flex Connector, Straight Span, 3-Circuit Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	24.56	24.56
113	1.00 Each	Haworth Inc. VZFF-4248-N3HHNR--, TR-G-, TR-G-, TR-G Compose, Frm, 42Hx48W, Bs 3CIR, Bs Cvhl/Cvhl, No Blt Pwr, Std OPTION: Edge Trim Color:, TR-G: Gray Tone GRD A OPTION: Base Trim Color A:, TR-G: Gray Tone GRD A OPTION: Base Trim Color B:, TR-G: Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	148.70	148.70
114	1.00 Each	Haworth Inc. VZFF-4254-N3HHNR--, TR-G-, TR-G-, TR-G Compose, Frm, 42Hx54W, Bs 3CIR, Bs Cvhl/Cvhl, No Blt Pwr, Std	152.76	152.76



Proposal

CORE Business Interiors
PO Box 25519
Fresno, CA 93729
Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	27 of 40

		OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A OPTION: Base Trim Color A:,TR-G:Gray Tone GRD A OPTION: Base Trim Color B:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC		
115	2.00 Each	Haworth Inc. VZFF-5036-NNBBNR--,TR-G-,TR-G-,TR-G Compose, Frm,50Hx36W,Bs NoPwr,BsTrm/BsTrm,No Blt Pwr,Std OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A OPTION: Base Trim Color A:,TR-G:Gray Tone GRD A OPTION: Base Trim Color B:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	100.26	200.52
116	4.00 Each	Haworth Inc. VZFF-6642-N3HHNR--,TR-G-,TR-G-,TR-G Compose, Frm,66Hx42W,Bs 3CIR,Bs Cvhl/Cvhl,No Blt Pwr,Std OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A OPTION: Base Trim Color A:,TR-G:Gray Tone GRD A OPTION: Base Trim Color B:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	153.78	615.12
117	2.00 Each	Haworth Inc. VZFF-6642-NNBBNR--,TR-G-,TR-G-,TR-G Compose, Frm,66Hx42W,Bs NoPwr,BsTrm/BsTrm,No Blt Pwr,Std OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A OPTION: Base Trim Color A:,TR-G:Gray Tone GRD A OPTION: Base Trim Color B:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	110.43	220.86
118	2.00 Each	Haworth Inc. VZFF-6648-N3HHNR--,TR-G-,TR-G-,TR-G Compose, Frm,66Hx48W,Bs 3CIR,Bs Cvhl/Cvhl,No Blt	160.31	320.62



Proposal

CORE Business Interiors
PO Box 25519
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Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	28 of 40

		Pwr,Std OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A OPTION: Base Trim Color A:,TR-G:Gray Tone GRD A OPTION: Base Trim Color B:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC		
119	2.00 Each	Haworth Inc. VZGS-1636-1--,TR-G-,SK-1C Compose,Glass Stack 16In.H X 36In.W OPTION: Trim Color 1A:,TR-G:Gray Tone GRD A OPTION: Surface Color 1A:,SK-1C:Clear GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	182.14	364.28
120	2.00 Each	Haworth Inc. VZTI-3248-FNN--(PY)-,PY-TH Compose,Single Tile,32In.HX48In.W,Fabric/Tackable,Std Core,No Tech OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	45.31	90.62
121	2.00 Each	Haworth Inc. VZTI-3254-FNN--(PY)-,PY-TH Compose,Single Tile,32In.HX54In.W,Fabric/Tackable,Std Core,No Tech OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	48.83	97.66
122	4.00 Each	Haworth Inc. VZTI-4036-FNN--(PY)-,PY-TH Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A	45.35	181.40



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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	29 of 40

		Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC		
123	12.00 Each	Haworth Inc. VZTI-5642-FNC--(PY)-,PY-TH Compose,Single Tile,56In.HX42In.W,Fabric/Tackable,Std Core,No Tech OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	65.51	786.12
124	4.00 Each	Haworth Inc. VZTI-5648-FNC--(PY)-,PY-TH Compose,Single Tile,56In.HX48In.W,Fabric/Tackable,Std Core,No Tech OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	71.48	285.92
125	3.00 Each	Haworth Inc. VZVE-2400-A--,TR-G Compose,Panel Trim,Variable,End-Of-Run 24In.H, Alum OPTION: Edge Trim Color:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	35.89	107.67
126	1.00 Each	Haworth Inc. WURA-2496-LJSA--,H-B06-,HP-B06 Worksurface, Rect,24Dx96W,Lam,Edgeband,Std Core,Notched OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	219.47	219.47
127	1.00 Each	Haworth Inc. WURA-24A2-LJSA--,H-B06-,HP-B06	230.74	230.74



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	30 of 40

		Worksurface,Rect,24Dx102W,Lam,Edgeband,Std Core,Notched OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC		
128	1.00 Each	Haworth Inc. ZZBD-1600-PP Compose, Cntlvr Brkt,16In.D,Bh Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	35.08	35.08
129	1.00 Each	Haworth Inc. MTVD-2472--(PY)-,PY-TH Masters Series,Fabric Tackboard for Vertical Storage,No Slat Wall,24"Hx72"W OPTION: Surface Color 1A:(PY):Tailored GRD A OPTION: Surface Color 1A:,PY-TH:Thread GRD A Mark Line For: Tag TG: Meliisa P Tag GC: 24186 COC	326.42	326.42
130	1.00 Each	Haworth Inc. ULSL-2824-SR--,H-B06-,HP-B06 Masters Series,Support,L - Partial Depth,Lam, 28"Hx24"D,RH OPTION: Case Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Melissa Tag GC: 24186 COC	222.61	222.61
131	1.00 Each	Haworth Inc. LSET-5--,LX-BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 5 OPTION: Lock Color:,LX-BP:Chrome GRD A Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC	0.00	0.00



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	31 of 40

132	1.00 Each	Haworth Inc. LUTN-0031-19ULDN Light, Task, LED,Adapt,31", Stand Alone,18 Watt,9' Cord Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC	163.77	163.77
133	1.00 Each	Haworth Inc. X5F4-2436-NS8SSBLL--,H-B06-,HP-B06-,LR-BP Masters Series,Lat File,Frstdng,Lam,4-High, 24"Dx36"W,Blk Miterfold Dwr,Lin Pull,Lk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC	1,793.63	1,793.63
134	1.00 Each	Haworth Inc. X5PA-2823-68SSYL--,H-B06-,HP-B06-,LR-BP Masters Series,Pedestal,Attached,Lam,Ltr,F/F Blk Miterfold,Lin Pull,Lam Bk OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC	845.17	845.17
135	1.00 Each	Haworth Inc. X5VL-4072-LSNL--,H-B06-,HP-B06-,LR-BP Masters Series,Vsu,Solid Doors,Laminate,Letter,40In.H X 72In.W OPTION: Surface 1A Color Storage:,H-B06:Brazilwood GRD A OPTION: Case Edge Color:,HP-B06:Brazilwood GRD A OPTION: Lock Color:,LR-BP:Chrome GRD A Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC	1,476.99	1,476.99



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	32 of 40

136	1.00 Each	Haworth Inc. XLAR-3672-JSNTBE--,H-B06-,HP-B06-,TR-LE Masters Series,Hgt Adj Table Desk,Rect Lam Top,T-Leg Base,36"Dx72"W,Sngl Stage Std,Ptd OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Base Color 1A:,TR-LE:Metallic Silver GRD B Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC	1,378.81	1,378.81
137	1.00 Each	Haworth Inc. XLBR-2442-JSNNL--,H-B06-,HP-B06 Masters Series,Rect Bridge/Return Top,Lam, 24"Dx42"W,No Grommet,No Mod,LH OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC	338.17	338.17
138	1.00 Each	Haworth Inc. XLS2-3600-SE--,H-B06-,HP-B06-,TR-LE Masters Series,Shroud,Lam for Hgt Adj T-Leg Sngl Stage, 36"D,Pair OPTION: Base Color 1A:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP- B06:Brazilwood GRD A OPTION: Worktop Grommet Color:,TR-LE:Metallic Silver GRD B Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC	1,200.45	1,200.45
139	1.00 Each	Haworth Inc. XLWF-2472-JSNN--,H-B06-,HP-B06 Masters Series,Laminate,Credenza Top,One Profile Edge, 24"Dx72"W,No Grommet OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A OPTION: Worktop Edge Color-Users Edge:,HP-	231.06	231.06



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	33 of 40

		B06:Brazilwood GRD A Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC		
140	1.00 Each	Haworth Inc. XLXS-2272--,H-B06-,HP-B06 Masters Series,Modesty Panel for Shroud,Lam,22"Hx72"W OPTION: Modesty Surface Color:,H-B06:Brazilwood GRD A OPTION: Modesty Trim Color:,HP-B06:Brazilwood GRD A Mark Line For: Tag TG: Melissa P Tag GC: 24186 COC	214.82	214.82
141	11.00 Each	Haworth Inc. M600-2212,3A-23-,TR-F Improv,4Leg, Side chair, Uph Bk,Arm,Hrd Cstrs, OPTION: ,3A-23: OPTION: ,TR-F:Black Mark Line For: Tag TG: Side Chairs Tag GC: 24186 COC	369.86	4,068.46
142	4.00 Each	Haworth Inc. S2TC-20-721A5A--(2A)-,2A-TA-(MA2)-,MA2-2-,TR-F-,TR-TF-,TR-F Zody II,Chair - Mesh Bk,Fab St,No Bk Jkt,4D Arms,PAL,Bk Lk,Adj Seat,Plst Bs,Hrd Cstr,Asmb OPTION: Seat 1 Color:(2A):Pixel GRD A OPTION: Seat 1 Color:,2A-TA:Tab GRD A OPTION: Back 1 Color (Inside):(MA2):Zody Mesh II GRD A OPTION: Back 1 Color (Inside):,MA2-2:Comfort GRD A OPTION: Trim Color:,TR-F:Black GRD A OPTION: Frame Color:,TR-TF:Pitch (Textured) GRD A OPTION: Base Color:,TR-F:Black GRD A Mark Line For: Tag TG: Task Chairs Tag GC: 24186 COC	703.27	2,813.08
143	1.00 Each	Haworth Inc. TCRP-2424-LJSNDN4--,H-B06-,HP-B06-,TR-G Jive,Tbl,Peb,Lam,24"x24",Eb3,Std,Co:none,Disc,N,29"h OPTION: Worktop Surface Color:,H-B06:Brazilwood GRD A	467.67	467.67



Proposal

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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	34 of 40

		OPTION: Worktop Edge Color-Users Edge:,HP-B06:Brazilwood GRD A OPTION: Base Color 1A:,TR-G:Gray Tone GRD A Mark Line For: Tag TG: Waiting Tag GC: 24186 COC		
144	1.00 Each	Haworth Inc. LSET-4--,LX--0BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 4 OPTION: ,LX-: OPTION: 0BP: Mark Line For: Tag TG: Charles Tag GC: 24186 COC	0.00	0.00
145	2.00 Each	Haworth Inc. LSET-4--,LX--0BP HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 4 OPTION: ,LX-: OPTION: 0BP: Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	0.00	0.00
146	1.00 Each	Haworth Inc. HWMK-1 Master Key, Hw Series Mark Line For: Tag GC: 24186 COC	8.00	8.00
147	9.00 Each	Fellowes ACPD01--BLK Pencil Drawer 20.5"w x 16.25"d x 2"h OPTION: BLK:Black Mark Line For: Tag TG: Accessories Tag GC: 24186 COC	67.05	603.45
148	10.00 Each	Fellowes FCH4C--BLK Desktop Power Module Including (2) AC Power and (1) USB-A Outlet, (1) USB-C Outlet. Mounts on Top or Under Desk OPTION: BLK:Black	131.85	1,318.50



Proposal

CORE Business Interiors
PO Box 25519
Fresno, CA 93729
Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	35 of 40

		Mark Line For: Tag TG: Accessories Tag GC: 24186 COC		
149	11.00 Each	Fellowes TROUGH-18--BLK 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive OPTION: BLK:Black Mark Line For: Tag TG: Accessories Tag GC: 24186 COC	15.75	173.25
150	2.00 Each	Fellowes 2T-LX-C48-30--SLV Triumph Series Electric Table Base w/ Adjustable Cross Channel (43.3"- 70.9") w/30" C-Feet, Quick-Connect Columns OPTION: SLV:Silver Finish Mark Line For: Tag TG: Mel Kathy Tag GC: 24186 COC	515.70	1,031.40
151	1.00 Each	Fellowes 2T-LX-C36-24--SLV Triumph Series Electric Table Base w/ Adjustable Cross Channel (31.5"- 47.2") w/24" C-Feet, Quick-Connect Columns OPTION: SLV:Silver Finish Mark Line For: Tag TG: Lori Tag GC: 24186 COC	515.70	515.70
152	4.00 Each	9To5 Seating 9114---GT--E-COM-LILLY ONE-SF-G16--AC-64382 Lilly - Fully Upholstered Side Chair, with Wire Rod Base OPTION: -GT:Side Chair OPTION: -E:Fabric Grade E OPTION: COM:Customer's Own Material OPTION: LILLY ONE:One Tone Upholstery OPTION: SF:Silver OPTION: G16:Sled Base Clear Plastic Glide OPTION: ~:No Cal TB 133 (standard upholstery)	1,044.90	4,179.60



Proposal

CORE Business Interiors
 PO Box 25519
 Fresno, CA 93729
 Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	36 of 40

		OPTION: AC-64382:ArcCom Flora AC-64382 Mark Line For: Tag TG: Waiting Tag GC: 24186 COC		
153	12.00 Each	Via 350-RA1--GR-1-HUE-LATTE-16HP--~01RE-B-FA Rest nesting chair, arms. OPTION: GR-1:Grade 1 textile. OPTION: HUE:In stock and graded in Momentum Hue polyester. OPTION: LATTE:Hue Latte. OPTION: 16HP:Standard black soft/carpeted floor casters. OPTION: ~:Standard casters. OPTION: 01RE:black mesh - 01RE OPTION: B:Standard black frame. OPTION: FA:Ships fully assembled (standard). Mark Line For: Tag TG: Conference Tag GC: 24186 COC	365.28	4,383.36
154	1.00 Each	CBI PW LABOR RECEIVE, DELIVER, and INSTALL the above NEW product as per approved plan during normal business hours (m-f 8-5). PW RATES APPLY. Mark Line For: Tag TG: zz Labor Tag GC: 24186 COC	20,397.64	20,397.64
TOTAL:				\$115,518.42
7.9750%-CLOVIS-93611-4029-FRESNO SALES TAX:				\$9,212.55
GRAND TOTAL:				\$124,730.97

Thank you,
Cheryl



Proposal

CORE Business Interiors
PO Box 25519
Fresno, CA 93729
Phone: 559-297-6400

AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	37 of 40

Terms of Agreement

Payment and Invoicing Terms:

For all purchases where CORE Business Interiors is acting as agent between manufacturer and client, invoices will be produced by the individual manufacturer and client payment will be remitted directly to the manufacturer. All terms set forth in agreement with manufacturer will apply.

For all purchases where product is being procured by CORE Business Interiors for resale to Client, the following progress payment schedule will apply; this schedule will apply to the entire amount of the proposal including labor, freight and tax. Sales tax charged will be the rate at the time of billing.

Private Sector Sales Over \$3000 (Established customer with good credit history)

- First Installment: Payment of 80% of the total purchase price will be due prior to execution of order.
- Second Installment: Payment of 20% will be due and payable upon the completion of installation. Retention may only be held for 10% of specific products that are delayed or damaged.

Public Sector Sales (County, City, K-12, Higher Education, etc.) over \$200,000 with Valid Purchase Order

- Public sector sales are any sale made directly to a City, County, or State government. This includes public school districts and public higher education facilities. Private non-profit entities are considered Private Sector.
- Progress billing will be required based on a schedule of values outlined below and may be broken out by phase on larger projects:
 - 80% of product portion of order will be billed when product leaves factory and will be due upon delivery
 - 10% of product and all installation labor will be due upon completion of work
 - 10% retention of product will be due and payable immediately after completion of punch list

All proposals are generated with a cash discount included in the pricing. If you would like to pay with a method other than check, EFT, wire or cash, please contact our office for a revised quote.

Bondable:

Should bond be required, all costs of bond will be added to the P.O. Amount.



Proposal

CORE Business Interiors
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AGENDA ITEM NO. 11.

Quote/Order No	
Date	07/29/2024
Customer PO No	
Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	38 of 40

Order Cancellation:

Buyer acknowledges all product related to the project are special ordered to the Buyer's specifications and that CORE Business Interiors has no ability to cancel the order after placement with the manufacturer. Buyer acknowledges and agrees to comply with the Terms and Conditions attached hereto. **This order is non-returnable and non-refundable.**

Liquidated Damages:

CORE will not agree to any liquidated damages unless a separate, mutually agreed upon document outlines all vendor, Client, and Contractor expectations. This document and critical dates would need to be agreed on by all vendor suppliers on order.

Warranty for Products:

It is the desire of CORE Business Interiors to represent manufacturers who expressly warrant their products for five years or longer, however not all manufacturers offer such express warranties. CORE Business Interiors' sole responsibility with respect to the products shall be to pass to Client, to the extent available, any and all manufacturer warranties, express and/or implied, associated with the manufacturers' products. Client agrees to look solely to the manufacturer for any and all product defects, and shall hold CORE Business Interiors harmless for any and all claims for product liability. CORE Business Interiors shall provide to the best extent possible, all supporting requests of client to implement manufacturers' warranties. CORE Business Interiors expressly warrants that CORE Business Interiors is an authorized reseller of products being sold under this contract; however, CORE Business Interiors does not make any other express warranty, other than the Warranty of Service set forth below.

Warranty of Service:

CORE Business Interiors warrants that its services it provides will be performed in a workmanlike manner in accordance with industry standards. In the event of failure due to faulty installation, CORE Business Interiors will re-perform the labor to industry standards.

Disclaimer of Implied Warranties:

GOODS PURCHASED BY CLIENT UNDER THIS AGREEMENT ARE PURCHASED "AS IS," AND CORE Business Interiors DOES NOT WARRANT THAT SUCH GOODS ARE OF MERCHANTABLE QUALITY, OR THAT THEY MAY BE USED FOR A PARTICULAR PURPOSE.



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Customer Account	COC
Account Executive	Cheryl Schaak
Project Number	
Terms	NET 30 DAYS
Page	39 of 40

Excess Handling and Storage:

It is assumed under this contract that the Client project installation site will be ready to immediately receive product unless stated otherwise on product proposal. Site is to be free of other trades and/or existing furniture and equipment, with clear access to area where furniture is to be installed. If furniture is to be installed above or below the ground floor, an operational elevator must be available for use. All full trailer shipments will go directly to project site and LTL shipments will be received and redistributed through CORE Business Interiors authorized warehouse and delivery crew. LTL shipments must be accepted by Client for delivery within 30 calendar days of receipt. Any delays beyond 30 calendar days will result in storage charges. Storage will be charged at the rate of \$49.00 per standard size pallet per month. Any additional labor caused by delays, excess handling, special equipment and storage not the direct fault of CORE Business Interiors, will be charged back to client. Charges for storage and excess handling that have accrued prior to installation must be paid in full prior to start of installation or installation may be delayed or cancelled.

Delivery and Installation:

All services provided by CORE Business Interiors are provided during normal working hours of 8AM to 5PM, Monday through Friday. Quotes for work outside of normal business hours may be requested and appropriate overtime quote will be supplied prior to start of work.

All costs are based on the costs of receiving, inspecting, assembling, delivering, and staging the product including clean-up costs. In addition, delivery & assembly is an estimate based on the following assumptions. Any variance from the following assumptions will increase the delivery & assembly price:

- Work area must be clear of all other construction/installation trades or other obstructions.
- Work area will have electricity, heat, hoisting, elevator service, and adequate facilities for off-loading, staging, moving and handling of product.
- There is clear access to loading area or loading dock and freight elevator.
- There is reasonable "push" distance from loading area or loading dock installation area.
- Single handling of product from trucks into designated delivery / installation space.

Late Payment Fee:

Any Payments that are past due more than 30 days, will be subject to a late payment fee of 1.5% per month or 18% per annum. Client shall pay for all costs of collection of late payments including but not limited to, attorney fees, court costs and/or collection agency fees.



Proposal

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Project Number	
Terms	NET 30 DAYS
Page	40 of 40

Security Interest:

The undersigned hereby grants to CORE Business Interiors a security interest in any goods purchased under this Agreement. If Client defaults in payment when due, then CORE Business Interiors shall have all rights and remedies granted to a secured party under the California Commercial Code. Title of goods will not pass to customer, and all merchandise will remain the property of CORE Business Interiors, until the merchandise has been paid for in full.

Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the State of California.

Agreement:

In witness whereof, the parties hereto have executed this agreement on the dates indicated below.

Client Signature

Name

Title

Date

CORE Business Interiors

Name
Account Executive

Title

Date



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: August 5, 2024

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 22-05 Trail Pavement Maintenance 2022, with a final contract cost of \$147,049.76.

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to accept the work performed as complete and authorize the recording of the notice of completion for this project.

EXECUTIVE SUMMARY

The project included furnishing all labor, materials, services and equipment, and performing all work necessary as specified for, but not be limited to, demolition of the existing asphalt trail, construction of a new concrete trail, reconstruction of curb ramps and installation of sod between Filbert Avenue and McKelvy Avenue, north of Gibson Avenue.

BACKGROUND

Bids were received on February 20, 2024, and the project was awarded by the City Council to the low bidder, Seal Rite Paving, March 11, 2024, the project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1. Award	\$129,870.00
2. Contract Change Orders	\$17,179.76
3. Liquidated Damages Assessed	\$0.00

Final Contract Cost

\$147,049.76

REASON FOR RECOMMENDATION

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the construction documents and has been deemed acceptable. The contractor, Seal Rite Paving, has requested final acceptance from the City Council.

ACTIONS FOLLOWING APPROVAL

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

CONFLICT OF INTEREST

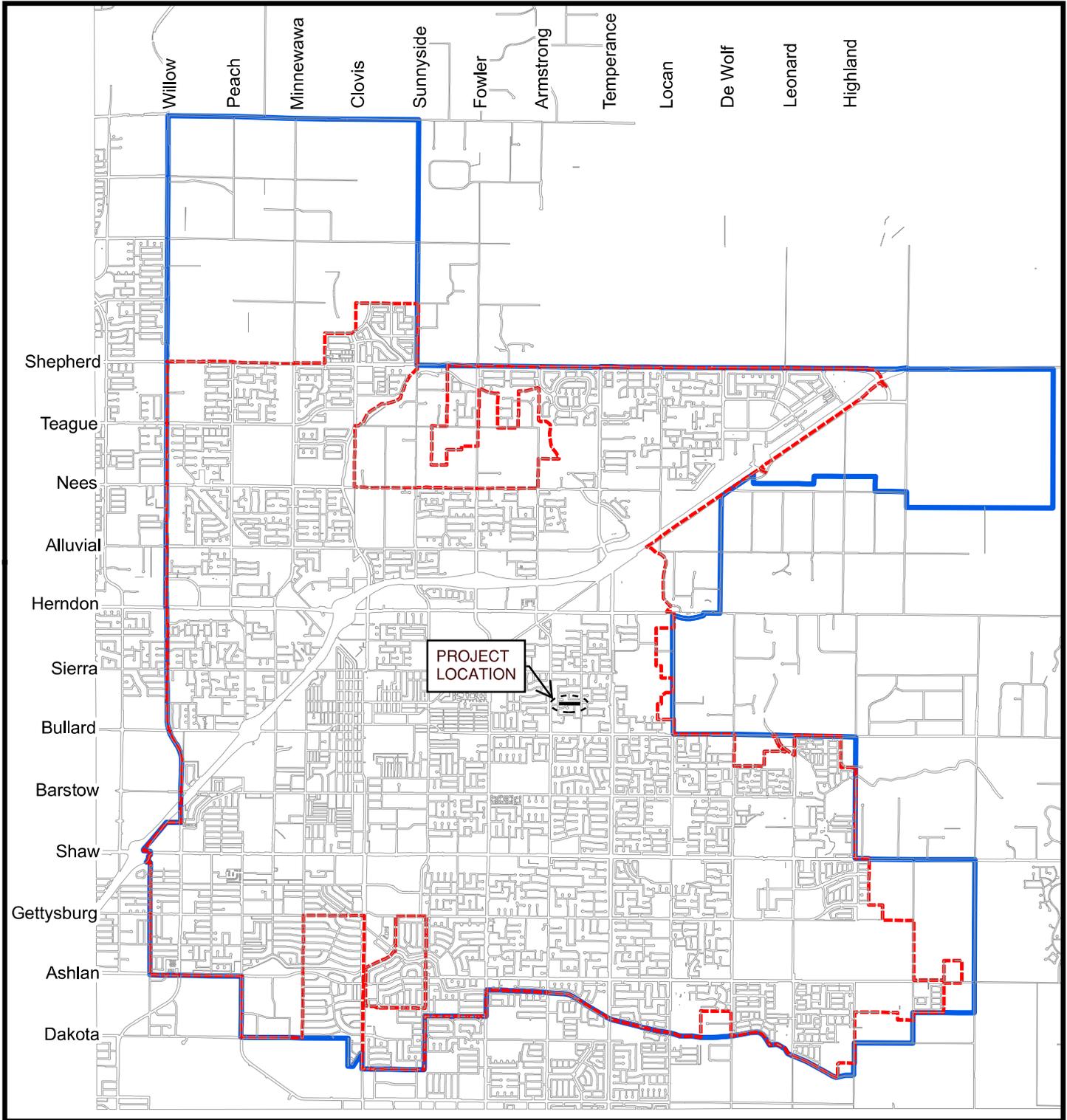
None.

Prepared by: Johnny Jackson, Engineering Inspector

Reviewed by: City Manager *JH*

VICINITY MAP

CIP 22-05 Trail Pavement Maintenance 2022



Attachment 1





CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Planning and Development Services Department
 DATE: August 5, 2024
 SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 24-04 ADA Curb Return Ramps 2024 – T3 with a final contract cost of \$237,099.11.

ATTACHMENTS: 1. Vicinity Map

RECOMMENDATION

For the City Council to accept the work performed as complete and authorize the recording of the notice of completion for this project.

EXECUTIVE SUMMARY

The project included reconstruction of concrete ramps, curbs, gutters, valley gutters and sidewalks at various locations within the City boundary.

BACKGROUND

Bids were received on February 27, 2024, and the project was awarded by the City Council to the lowest responsible bidder, Geometric Construction, Inc. on March 11, 2024. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1. Award	\$211,156.00
2. Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	\$17,099.75
3. Contract Change Order	\$8,843.36
Final Contract Cost	\$237,099.11

The contract change order involved expansion of the scope of work at multiple locations needed to properly meet ADA requirements and repair of a domestic water line.

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

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

CONFLICT OF INTEREST

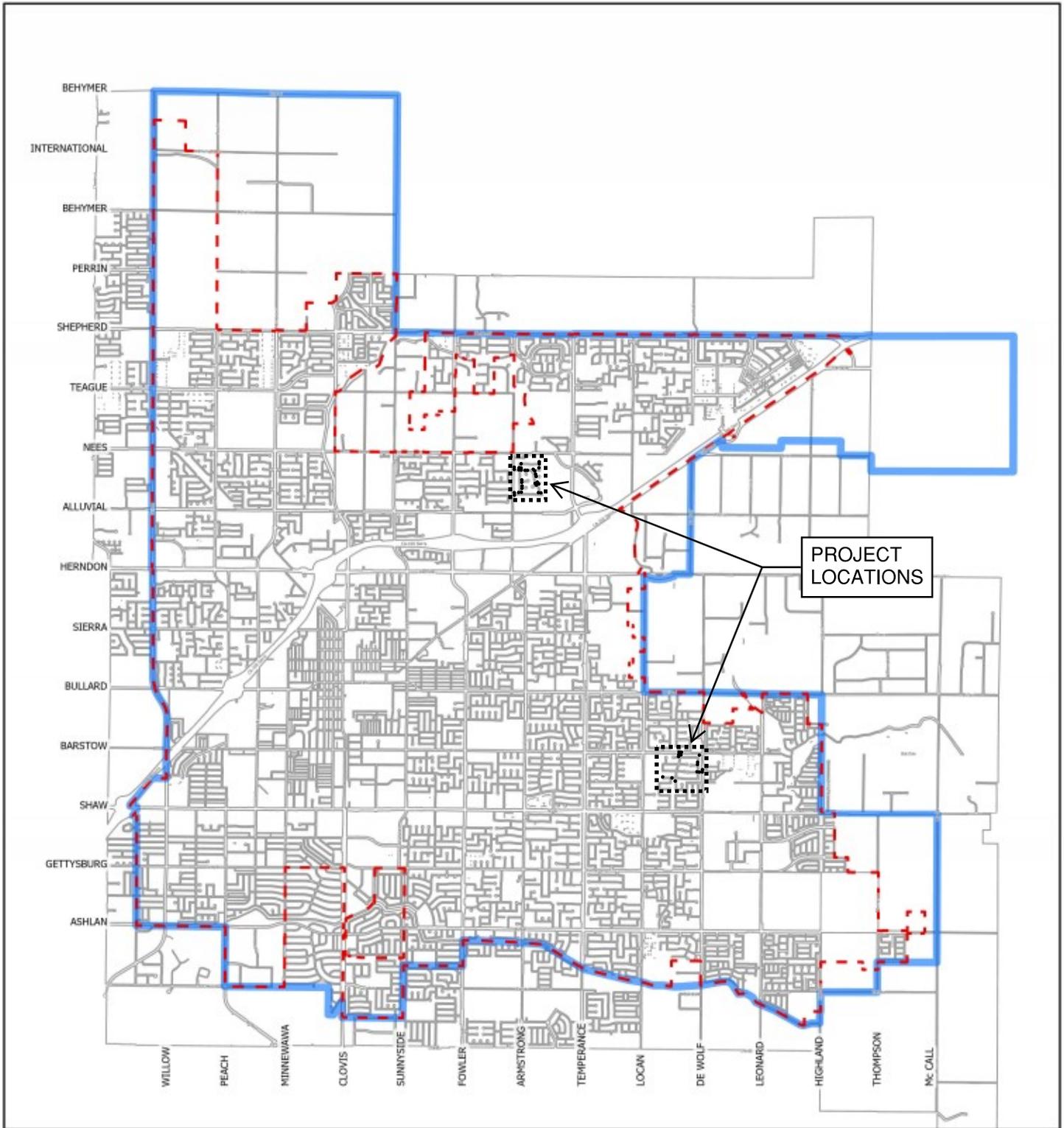
None.

Prepared by: Matt Buller, Senior Engineering Inspector

Reviewed by: City Manager JA

Vicinity Map

CIP 24-04 ADA Curb Return Ramps 2024 - T3



Attachment 1



 CITY LIMITS  SPHERE OF INFLUENCE





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 5, 2024

SUBJECT: Planning and Development Services Department – Approval – Res. 24-____, A request to authorize the City Manager to execute a second amendment to a previously executed consultant agreement between the City of Clovis and Ascent Environmental, Inc., in the amount of \$72,420.00 for the preparation of the Housing Element update and related services.

ATTACHMENTS: 1. Res. 24-____, Second Amendment to the Consultant Agreement

RECOMMENDATION

Staff recommends that Council adopt a resolution authorizing the City Manager to execute a modified consultant agreement between the City of Clovis and Ascent Environmental, Inc., (Ascent) for the preparation of the Housing Element Update and related services.

EXECUTIVE SUMMARY

On January 19, 2021, the City Council authorized the City Manager to proceed with a consultant agreement with Ascent for the preparation of the Housing Element Update and related services. The contract was amended August 21, 2023, due to new statutory requirements. A substantial amount of additional work was necessitated, resulting in additional costs beyond the original scope of the contract, and the additional task in updating the City's Multifamily Objective Standards. The ongoing efforts to address the Department Housing and Community Development (HCD) comments through further assessments and updates to the draft have led to increased costs and the need for another contract amendment with Ascent. The amendment requests an additional \$72,420.00 to the budget to cover those costs and replenish the contingency funds. If approved, staff would initiate the process of amending the consultant agreement with Ascent to continue the preparation of the Housing Element preparation and associated services.

BACKGROUND

The Housing Element is an integral component of the General Plan, requiring updates on an eight-year cycle. The current Housing Element was adopted in 2016 as a collaborative endeavor involving the City and eleven other municipalities, including the County of Fresno. In early 2021, the City took proactive measures to independently initiate the updating process for the Housing

Element. As mentioned, the Council authorized the execution of a contract agreement with Ascent to perform this work.

On March 20, 2023, Ascent and City staff presented the initial draft of the Housing Element during a joint meeting of the Council and Planning Commission. Following this presentation, a 30-day public review period commenced. The draft Housing Element was formally submitted to HCD on May 16, 2023, for the customary 90-day initial review period. Subsequent reviews by HCD have a 60-day turnaround. The City submitted two subsequent drafts addressing HCD comments on December 5, 2023, and May 29, 2024. Ascent and staff worked to address HCD's comments on the second revised draft and expect to receive an official response with conditional approval from HCD on July 26th, after the completion of this staff report.

PROPOSAL AND ANALYSIS

This section provides a breakdown of the original scope of work and the changes requiring an update to the scope of work and budget for the Housing Element Update process and associated services.

Housing Element Budget and Amendments

On January 19, 2021, Council authorized an initial budget of \$249,795 for the preparation of the Housing Element and associated services. However, as work on the Housing Element draft commenced, unforeseen challenges led to additional incurred costs, necessitating an amendment to the budget. On August 21, 2023, Council approved an amendment to the budget for an additional \$197,140.67, increasing the overall budget to \$446,935.67. The increase was allocated towards the Housing Element and a new task of updating the City's Multifamily Objective Standards.

Proposed Amendment Number Two

The additional budget request to complete the Housing Element Update totals \$72,420.00. This increased allocation is necessary to accommodate the subsequent reviews and updates required in response to HCD comments. One significant factor contributing to the increased workload has been the incorporation of new statutory requirements, particularly Assembly Bill 686 (AB 686), which mandates a comprehensive assessment of fair housing within all housing elements. This requirement has demanded substantial time from both Ascent and staff to assess and demonstrate that available sites meet AB 686 standards. Consequently, this aspect required more time and effort than anticipated. To mitigate some of the costs, remaining funds from other tasks were reallocated to those requiring additional work. Additional budget allocation is also needed to replenish the contingency funds.

FISCAL IMPACT

The amendment is requesting an additional \$72,420.00 towards the budget. The complete contract expense, encompassing the comprehensive amendment request, amounts to \$519,355.67. Notably, the City has successfully secured grant funding totaling \$235,000 through the Local Early Action Planning (LEAP) grant program, specifically designated for the Housing Element update effort. Anticipated supplementary funding is expected through the allocation of remaining San Joaquin Valley COG Regional Early Action Planning (REAP) funds to different jurisdictions, with approximately \$70,000 designated specifically for the Multifamily Objective Standards initiative. The remaining balance required for the project will be covered by the City's general plan consultation funding.

REASON FOR RECOMMENDATION

The City seeks ongoing support from Ascent to aid in the preparation of the Housing Element.

ACTIONS FOLLOWING APPROVAL

Staff will prepare the necessary documentation needed for the City Manager to execute the contract amendment. The Housing Element work will continue as planned, and concurrently, the update of the Multifamily Objective Standard process will be initiated.

CONFLICT OF INTEREST

None.

Prepared by: Lily Cha, Senior Planner

Reviewed by: City Manager JH

RESOLUTION 24-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFIED CONSULTANT
AGREEMENT WITH ASCENT ENVIRONMENTAL FOR THE PREPARATION OF THE
GENERAL PLAN HOUSING ELEMENT AND RELATED SERVICES**

WHEREAS, On January 19, 2021, Ascent Environmental, Inc., was selected to perform these services based on their substantial experience with the preparation of Housing Elements and their familiarity with the City of Clovis; and

WHEREAS, the City amended the contract with Ascent on August 21, 2023, due to new statutory requirements. This necessitated a substantial amount of additional work, resulting in costs beyond the original scope of the contract. Additionally, the task of updating the City's Multifamily Objective Standards required further funding; and

WHEREAS, due to multiple revised drafts required by the Department of Housing and Community Development's comments, additional work was necessitated. This resulted in costs that exceeded the original scope of the contract, thereby requiring additional funding; and

WHEREAS, the City requires continued assistance from Ascent Environmental, Inc., with the preparation of the Sixth Cycle Housing Element and related services.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis Council approves the modified consultant agreement with Ascent Environmental Inc. provided hereto as **Attachment A** addressing the preparation of the General Plan Housing Element and related services, and authorizes the City Manager to Execute the second amendment to the consultant agreement with Ascent Environmental, Inc.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 5, 2024, by the following vote, to wit.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: August 5, 2024

Mayor

City Clerk

April 29, 2024

Lily Cha-Haydostian
Senior Planner
1033 Fifth Street
Clovis, CA 93615

Subject: Request for Amendment, City of Clovis Sixth Cycle Housing Element

Dear Lily:

This letter is to request \$72,420 in additional budget to complete the City of Clovis Sixth Cycle Housing Element Update. In February 2024, City staff authorized Ascent to reallocate \$39,920 from Task 7 - Environmental Compliance (\$24,840) and Task 8 – Final Documents (\$15,080) to allow us to continue work to prepare revisions to the Housing Element in response to comments from the California Department of Housing and Community Development (HCD) and to assist City staff with preparation of the 2023 Annual Progress Report (APR). At that time, we noted that we would be submitting a budget amendment to refill the budget for Tasks 7 and 8 and request additional funds to complete the project. This budget amendment includes the following items:

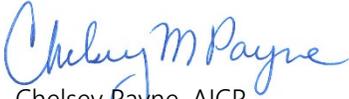
- **Task 2 – Project Management:** \$2,500 for additional project management and meetings as a result of the extension of the project duration.
- **Task 7 - Environmental Compliance:** \$24,840 to refill the original budget for Task 7 – Environmental Compliance.
- **Task 8 - Final Document:** \$15,080 to refill the original budget for Task 8 – Final Documents.
- **Task 12 - Third Round of HCD Revisions (New):** \$15,000 to pay for additional work anticipated in Summer 2024 to address additional HCD comments on the second round of revisions, which are scheduled to be submitted to HCD in May 2024.
- **Contingency:** a \$15,000 contingency to cover unanticipated work, which might include a fourth round of revisions to HCD comments, additional community engagement, or additional meetings with staff or decision makers.

In addition, we are requesting authorization to use our updated 2024 rates for the amendment and the remaining contract budget. The rates that we are currently using are mostly from the original contract, which used 2020 billing rates. Instead, we request to use the following 2024 rates for staff assigned to the project:

- Christine Babla, Principal of Urban Design and Planning: \$290
- Mike Parker, Principal of Environmental: \$280
- Chelsey Payne, Project Director: \$265
- Matthew Gelbman, Senior Project Manager: \$220
- Haley Shaver, Urban Planner II: \$165
- Rebecca Pope, Urban Planner I: \$135
- Lisa Merry, GIS: \$155
- Administrative Support: \$140

We look forward to continuing to work with the City of Clovis and appreciate your attention to this proposed request. Please do not hesitate to contact us if you have any questions, would like to discuss this request further, or require additional information.

Sincerely,



Chelsey Payne, AICP
Project Director

p: 916.306.2621

e: Chelsey.Payne@AscentEnvironmental.com



Christine Babla, AIA, AICP, LEED AP
Principal

p: 619.366.3468

e: Christine.Babla@AscentEnvironmental.com

Attachment A – Summary of Requested Budget Amendment for City of Clovis Sixth Cycle Housing Element

Attachment A – Summary of Proposed Budget Amendment for City of Clovis Sixth Cycle Housing Element

		Current Budget (April 2024)	Remaining Budget (April 2024)	Additional Budget Requested	New Budget w/ Amendment	Remaining Budget w/ Amendment
Task 1	Project Administration	\$35,600.00	\$3,690.00	\$2,500.00	\$38,100.00	\$6,190.00
Task 2	Annual HE Progress Reports	\$8,925.00	\$0.00	\$0.00	\$8,925.00	\$0.00
Task 3	RHNA Support	\$11,050.00	\$0.00	\$0.00	\$11,050.00	\$0.00
Task 4	Housing Element Preparation	\$152,480.00	\$0.00	\$0.00	\$152,480.00	\$0.00
Task 5	Community Engagement and Public Hearings	\$20,343.72	\$0.00	\$0.00	\$20,343.72	\$0.00
Task 6	HCD Review of Housing Element	\$59,315.00	\$21.25	\$0.00	\$59,315.00	\$0.00
Task 7	Environmental Compliance	\$0.00	\$0.00	\$24,840.00	\$24,840.00	\$24,840.00
Task 8	Final Documents and Adoption	\$0.00	\$0.00	\$15,080.00	\$15,080.00	\$15,080.00
Task 9	AH Strategy and Compliance Support	\$385.00	\$0.00	\$0.00	\$385.00	\$0.00
Task 10	2023 APR	\$5,000.00	\$483.00	\$0.00	\$5,000.00	\$483.00
Task 11	Second Revision to Housing Element	\$34,920.00	\$9,322.50	\$0.00	\$34,920.00	\$9,323.00
Task 12	Third Revision to Housing Element (New)	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
Phase 2	Objective Design Standards	\$116,450.00	\$106,705.00	\$0.00	\$116,450.00	\$106,705.00
	SUBTOTAL	\$444,468.72	\$120,221.75	\$57,420.00	\$501,888.72	\$177,621.00
	Reimbursable Expenses	\$2,466.95	\$1,454.86	\$0.00	\$2,466.95	\$1,455.00
	Contingency	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
	TOTAL	\$446,935.67	\$121,676.61	\$72,420.00	\$519,355.67	\$194,076.00



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 5, 2024

SUBJECT: Consider Approval of various actions related to a proposed general tax ballot measure for the November 5, 2024, Municipal Election:

a. Consider Approval - Res. 24-____, Calling for and giving notice of the holding of a Special Municipal Election to be consolidated with the regularly scheduled General Municipal Election to be held on November 5, 2024, to present to voters a measure to increase the sales and use tax in the City of Clovis by one percent (1.0%) as required by the provisions of the laws of the State of California relating to General Law Cities; requesting consolidation thereof with the statewide general election to be held on the same date; requesting that the Fresno County Board of Supervisors authorize the Fresno County Clerk/Registrar of Voters to render specified services to the City of Clovis relating to the conduct of the Special Municipal Election; and approving the proposed ballot measure description; and

b. Consider Introduction - Ord. 24-____, An Ordinance of the City Council of the City of Clovis Adding Section 3.3.312 to Article 3 of Chapter 3.3 of Title 3 of the Clovis Municipal Code Pertaining to the Imposition of a Transactions (Sales) and Use Tax; and

c. Consider Introduction - Ord. 24-____, (Uncodified) – An Ordinance of the City Council of the City of Clovis Imposing a Transactions (Sales) and Use Tax to be Administered by the California Department of Tax and Fee Administration.

Staff: John Holt, City Manager

Recommendation: Approve

ATTACHMENTS: 1. Res. 24-____, Calling for a Special Municipal Election to be held on November 5, 2024, to present to voters a measure to increase the sales and use tax by one percent (1.0%)

2. Ord. 24-___, Adding Section 3.3.312 to Article 3 of Chapter 3.3 of Title 3 of the Clovis Municipal Code Pertaining to the Imposition of a Transactions (Sales) and Use Tax
3. Ord. 24-___(uncodified), An Ordinance of the City Council of the City of Clovis Imposing a Transactions and Use Tax

RECOMMENDATION

Staff is recommending the City Council approve placing a measure on the November 5, 2024, ballot for the voters of Clovis to decide whether or not to approve a 1% increase to the sales tax rate in Clovis to raise additional funds to maintain 9-1-1 emergency medical / police/fire / paramedic response, fire protection, police patrols; keeping public areas safe/clean; retaining local small businesses/jobs; protecting local drinking water sources; accelerating repairs to streets/roads; addressing homelessness; maintaining youth, parks programs; and other general services.

Approval of the proposed Resolution and introduction of the two proposed Ordinances are required for the proposed sales tax increase measure to be placed on the ballot for voters in Clovis to decide at the November 5, 2024, election.

EXECUTIVE SUMMARY

Over the past 15 years the population of the City of Clovis has increased by 40%. During that same time period, the number of sworn police and firefighters has not increased commensurately. Over the years, the police department has reduced or eliminated a majority of all proactive programs and are now primarily reactive. The city has seen an increase in response times for both police and fire.

As part of the 2024-25 Budget development process staff conducted significant public outreach to determine community priorities and where limited funds should be allocated and/or invested. Feedback received from the community indicates that maintaining Clovis as the safest City in the Valley and maintaining other City services at current levels are top priorities. This is increasingly hard to maintain with the current revenue streams and inflationary pressure on the cost to deliver the expected and needed services to maintain the Clovis way of life.

Based on the adopted 2024-25 Budget not meeting all the needs to maintain Clovis due to revenue constraints not keeping up with ever-increasing costs, Council directed staff to explore additional revenue options. The City engaged in community surveying and outreach to assess the desired priorities of residents and interest for a potential Sales Tax increase. The community survey data shows that residents support a one percent (one-cent) increase to the Sales Tax rate in Clovis, for a total tax rate of 8.975%, and also support the use for a variety of priorities and City services as a general tax. A one-percent increase to the sales tax rate in Clovis is estimated to provide approximately \$28 million in additional revenue annually to the general fund. This additional revenue would provide the resources needed to maintain Clovis services in a manner that meets the expectations and desires of the community.

Based on the community input, Staff is recommending the City Council approve actions necessary to place a measure on the November 5, 2024, election ballot to allow Clovis voters to consider a one-percent increase to the Sales and Use Tax rate in Clovis.

BACKGROUND

As part of the 2024-25 Budget development process staff conducted significant public outreach to get feedback from the community on desired priorities, this included:

- Two scientifically sampled surveys conducted by a third party of at least 1,000 residents.
- 6 community presentations.
- Digital and direct mailers inviting residents to provide feedback on community priorities resulting in over 900 surveys completed with over 400 comments.
- 10 Coffee with the Chiefs events.
- 3 Budget hearings.

Feedback received from the community indicates that maintaining public safety (police and fire) is the number one priority. Other priorities residents identified as important included keeping Clovis safe and clean, maintaining the City's long-term financial stability, maintaining streets and parks, protecting drinking water sources, addressing homelessness, retaining local small businesses and jobs, and maintaining the level of services performed by the City. The results of the community survey and over 400 comments received reflect a strong desire to maintain Clovis' quality of life, public safety, and community character while addressing challenges like homelessness, infrastructure needs, and the City's fiscal stability. Satisfying the community's desire is increasingly infeasible with increased inflationary pressure, state unfunded mandates, and the City's limited ability to raise revenues under state law.

Summary of Clovis Residents' Comments on City Services

Public Safety:

- Increase in police presence and response times to address speeding, red light running, and overall safety.
- Concerns about drug use and public safety in some areas.

Traffic and Infrastructure:

- Traffic congestion, particularly light timing and red light running.
- Poor road conditions with potholes and the need for repaving.
- Concerns about speeding and reckless driving.
- Support for a traffic circle at specific intersections.
- Issues with sight lines at specific locations due to overgrown landscaping.

Neighborhood Appearance:

- Importance of maintaining clean and well-maintained public areas.
- Desire for stricter enforcement of code violations regarding property upkeep.
- Concerns about graffiti and the need for prompt removal.
- Thoughts on how to balance community character with allowing residents more freedom over their own property (e.g., front yard aesthetics, backyard livestock).

Development and Growth:

- Mixed views on the pace of growth, with some fearing the loss of Clovis's unique character and others welcoming new opportunities.
- Concerns about the impact of growth on infrastructure and public services.

Parks and Recreation:

- Importance of maintaining parks and trails.
- Need for more benches and seating areas in parks for walkers and dog owners.
- Support for after-school programs and recreational activities for youth.

Other Comments:

- Appreciation for the city's current events and festivals.
- Desire for increased transparency from the city government.
- Concerns about specific code enforcement issues and animal services.
- Support for maintaining a strong sense of community.
- Ideas for resident involvement in beautification efforts and cost-saving measures.
- Opposition to a cultural agenda or restrictions on reading materials.

This summary is not exhaustive, but it highlights the wide range of concerns and priorities expressed by Clovis residents.

The surveying and community outreach data shows that residents support a one percent (one-cent) increase to the Sales Tax rate in Clovis, for a total tax rate of 8.975%, and also support the use for a variety of priorities and City services as a general tax. A one-percent increase to the sales tax rate in Clovis is estimated to provide approximately \$28 million in additional revenue annually to the general fund. This additional revenue would provide the resources needed to maintain Clovis services in a manner that meets the expectations and desires of the community. The survey results indicated that a general tax was preferred over a special tax.

Approval of the proposed Resolution and introduction of the two proposed Ordinances are required for the proposed sales tax increase measure to be placed on the ballot for voters in Clovis to decide at the November 5, 2024, election.

The proposed Resolution meets all the requirements for placing a measure on the ballot for voter consideration, including calling a special election for the ballot measure and requesting it be consolidated with the City's regular municipal election and the statewide general election to be held on November 5, 2024, requesting the Fresno County Board of Supervisors authorize the Fresno County Clerk to perform the services and conduct the City's municipal election, and approving the text of the ballot measure question as it will appear on the ballot for voters in Clovis.

Proposed ballot measure text.

Elections Code sections 9051 and 13247 limit the text of a ballot measure question to be submitted to voters to no more than 75 words, not including the title. The proposed question asked during the community surveying and outreach conducted is as follows:

CITY OF CLOVIS PUBLIC SAFETY/CITY SERVICES MEASURE: Shall the measure maintaining 9-1-1 emergency medical/police/fire/paramedic response, fire protection, police patrols; keeping public areas safe/clean; retaining local small businesses/jobs; protecting local drinking water sources; accelerating repairs to streets/roads; addressing homelessness; maintaining youth, parks programs; and other general services, by establishing a 1¢ sales tax providing approximately \$28,000,000 annually until ended by voters; requiring public spending disclosure, all funds spent locally, be adopted?

YES NO

Based on the community input, the identical question is recommended to be approved for placement on the ballot for voters in Clovis to decide. The proposed resolution includes the identical ballot measure question and satisfies the Elections Code requirements for placing a measure on the ballot.

Introduction of Proposed Ordinances.

If the Council approves the Resolution calling the election and approving the placement of the ballot measure for the voters to decide, the two proposed ordinances should also be introduced as required by the California Transactions and Use Tax Law, found in California Revenue and Taxation Code section 7251, et. seq. Adoption of the two ordinances will be contingent upon voter approval of the Measure at the November 5, 2024, election.

The first ordinance will codify the imposition of the 1.0% transactions (sales) and use tax rate increase in Section 3.3.312 of the City's Municipal Code in accordance with the Measure if approved by the voters. If the Measure is approved by the voters, the tax increase will become operative on April 1, 2025, as required by Revenue and Taxation Code section 7265.

The second ordinance will not be codified in the City's Municipal Code, but contains provisions required by applicable provisions of the Transactions and Use Tax Law (See Revenue and Taxation Code sections 7261-7262), that must be included in an ordinance so that the California Department of Tax and Fee Administration (CDTFA) will collect the additional tax on the City's behalf and transmit the collected tax to the City. An agreement between the City and CDTFA will also be needed if the Measure is approved by the voters, and the agreement, if necessary, will be presented for Council approval at a later date.

FISCAL IMPACT

The City incurs a cost every other year to conduct an election. The estimated cost to conduct the regularly scheduled municipal election is budgeted in the 2024-25 budget in the amount of \$100,000. If the measure is approved to be placed on the ballot, additional costs are likely to be incurred, but the amount is unknown at this time. If the additional costs exceed the budgeted amount, staff will return to the City Council with a budget amendment request. If the proposed

Sales and Use Tax increase measure is approved by the voters, it is expected to initially raise approximately \$28 million annually in additional general fund revenue.

REASON FOR RECOMMENDATION

The City Council directed staff to provide additional revenue mechanisms for consideration. Staff is recommending the City Council approve placing a general tax measure on the November 5, 2024, ballot for the voters of Clovis to determine whether or not to approve a 1.0% (one cent) increase to the sales tax rate in Clovis. The tax increase would be a general tax, with revenue available to maintain public safety services including emergency response times, police protection, neighborhood services, anti-gang and anti-drug programs; repair infrastructure; and provide other City services.

ACTIONS FOLLOWING APPROVAL

If the measure is approved for placement on the ballot, the County Elections Office will conduct the election and provide the results of the election in early December 2024. If the ordinances are approved at introduction, they will return to the City Council for adoption, but adoption will be contingent upon majority voter approval of the Measure at the November 5, 2024, election. If the Measure is approved by the voters, agreements between the City and the California Department of Tax and Fee Administration will be needed for the collection and remittance of the tax, and those agreements will return to the City Council for approval, as needed.

CONFLICT OF INTEREST

None.

Prepared by: Andrew Haussler, Assistant City Manager

Reviewed by: City Manager *GH*

RESOLUTION NO. 24-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE CONSOLIDATED WITH THE REGULARLY SCHEDULED GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, TO PRESENT TO VOTERS A MEASURE TO INCREASE THE SALES AND USE TAX IN THE CITY OF CLOVIS BY ONE PERCENT (1.0%) AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE; REQUESTING THAT THE FRESNO COUNTY BOARD OF SUPERVISORS AUTHORIZE THE FRESNO COUNTY CLERK/REGISTRAR OF VOTERS TO RENDER SPECIFIED SERVICES TO THE CITY OF CLOVIS RELATING TO THE CONDUCT OF THE SPECIAL MUNICIPAL ELECTION; AND APPROVING THE PROPOSED BALLOT MEASURE DESCRIPTION

WHEREAS, Clovis is the safest city in the Valley and a great place to live, work and raise a family, but our community is facing new and growing challenges from crime and homelessness coming from neighboring communities, increasing potholes on local streets and roads, and increasing costs of providing basic services; and

WHEREAS, Clovis has approximately the same number of firefighters and police officers as the City had over 15 years ago, while our population has increased nearly 40%; and

WHEREAS, this has increased 911 response times for police and fire, making us all less safe; and

WHEREAS, Clovis needs to improve 911 response times and save lives; and

WHEREAS, approximately two-thirds of all calls to the Clovis Fire Department are related to medical emergencies; and

WHEREAS, the standard for medical response times is six and a half minutes, but in some areas of Clovis, our response times are as long as eleven minutes; and

WHEREAS, Clovis needs to ensure that our City has the needed firefighters and paramedics, while increasing the number of certified EMT firefighters and lifesaving equipment to respond to emergencies and save lives; and

WHEREAS, during the 2024-2025 budget preparation process the City engaged in significant public outreach to assess the priorities of residents through community presentations, community events, survey work, polling, and public meetings; and

WHEREAS, the input received from the community indicated a strong desire to increase revenues for the City to be able to maintain services with a focus on public safety

and exceptional services in order to maintain our Clovis way of life; and

WHEREAS, the City Council met at its regularly scheduled meeting of June 10, 2024, and directed staff to return with revenue options due to the 2024-2025 budget not meeting all of the needs to maintain Clovis to the community's expectations; and

WHEREAS, applicable provisions of the California Revenue and Taxation Code authorize the City to increase a sales and use tax for general purposes by ordinance following approval by a majority vote of the qualified electors of the City voting in an election on the issue; and

WHEREAS, in accordance with applicable provisions of the California Constitution and California Elections Code the City Council desires to submit to the voters of the City of Clovis a ballot measure proposal to increase the existing rate of the Sales and Use Tax in the City of Clovis by one percent (1.0%) for a total rate of 8.975% (hereinafter the "Measure"); and

WHEREAS, if the Measure is approved by the voters, the increased Sales and Use Tax is a general tax, the revenue of which will be placed in the City's general fund and be used to pay for any general City services; and

WHEREAS, if the Measure is approved by the voters, the California Department of Tax and Fee Administration shall collect the tax from retailers subject to the tax and remit the funds to the City; and

WHEREAS, Section 10401 of the Elections Code authorizes the Fresno County Board of Supervisors to consolidate the special municipal election with the statewide general election scheduled for November 5, 2024; and

WHEREAS, the Sales and Use Tax increase required by the Measure cannot be imposed without voter approval; and

WHEREAS, voter approval of the Measure increasing the City's Sales and Use Tax rate will require an ordinance amending the Clovis Municipal Code defining the rate and more completely describing the Measure and details of the tax, which ordinance shall be prepared by the City Attorney so as to be enacted if the Measure is approved by the voters (hereinafter "Ordinance").

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

SECTION 1. Pursuant to Article XIII C, Section 2(b) of the California Constitution, Section 53724 of the Government Code, and applicable provisions of the Elections Code, the City Council of the City of Clovis hereby calls and orders an election at which the Measure relating to the increase of the City's Sales and Use Tax shall be submitted to the qualified voters of the City.

SECTION 2. The City Council requests the Fresno County Board of Supervisors to consolidate the special municipal election for this Measure with the statewide general election on November 5, 2024, pursuant to section 10403 of the Elections Code, and acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code section 10418.

SECTION 3. The City requests that the Fresno County Clerk/Registrar of Voters conduct the election and canvass the returns, and the City agrees to pay the proportionate share of reasonable expenses of said election, said share to consist of all direct costs as determined by the Fresno County Clerk/ Registrar of Voters to be directly related to the conduct of the City of Clovis' special municipal election together with the City's proportionate share of the expenses for election services rendered by Fresno County that are being shared equally with other jurisdictions, if any, by virtue of the consolidation of the City's special municipal election with the elections being held by other jurisdictions, if any, in the City of Clovis on November 5, 2024.

SECTION 4. At the statewide general election to be held on November 5, 2024, the following question shall be submitted to registered voters of the City of Clovis and shall be printed on the election ballot in the form set forth as follows:

CITY OF CLOVIS PUBLIC SAFETY/CITY SERVICES MEASURE: Shall the measure maintaining 9-1-1 emergency medical/police/fire/paramedic response, fire protection, police patrols; keeping public areas safe/clean; retaining local small businesses/jobs; protecting local drinking water sources; accelerating repairs to streets/roads; addressing homelessness; maintaining youth, parks programs; and other general services, by establishing a 1¢ sales tax providing approximately \$28,000,000 annually until ended by voters; requiring public spending disclosure, all funds spent locally, be adopted?

YES NO

SECTION 5. The measure shall be designated on the ballot by a letter, as provided in Elections Code Section 13116. This measure shall be designated by letter by the Fresno County Clerk/Registrar of Voters.

SECTION 6. Passage of the Measure requires a simple majority of votes from qualified voters of the City voting in the election.

SECTION 7. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 8. Pursuant to Elections Code section 12111, the City Council hereby directs the City Clerk, with the assistance of the City Attorney, to prepare a synopsis of the Measure and transmit the synopsis to the Fresno County Clerk/Registrar of Voters to be published in accordance with section 12111.

SECTION 9. The full text of the Measure submitted to the voters will appear in the sample ballot and voter's pamphlet. The Ordinance to be enacted to implement the Measure, if the Measure is approved by the voters, will not be printed in the sample ballot and voter's pamphlet. However, the full text of the Measure and the full text of the Ordinance will be made available at the Office of the Fresno County Clerk/Registrar of Voters and the Office of the City Clerk.

SECTION 10. Arguments in favor of or against the proposed measure are permissible and shall be filed with the Fresno County Clerk/Registrar of Voters in accordance with applicable provisions of the Elections Code, including sections 9280 through 9287 thereof.

SECTION 11. Pursuant to Elections Code section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Measure to the City Attorney, and the City Attorney shall prepare an impartial analysis of the Measure in accordance with Elections Code section 9280 and file it with the Fresno County Clerk/Registrar of Voters.

SECTION 12. The City Clerk shall file a certified copy of this resolution with the Fresno County Clerk/Registrar of Voters as required by applicable law. The City Clerk is hereby authorized and directed to work with the Fresno County Clerk/Registrar of Voters and take all steps necessary to cause placement of the Measure and any associated arguments, analysis, synopsis, summary, or ballot question on the ballot.

SECTION 13. The City Clerk and City Attorney are authorized to make any typographical, clerical, non-substantive corrections to this resolution and the Measure to be placed on the ballot as may be deemed necessary by the Fresno County Clerk/Registrar of Voters.

SECTION 14. California Environmental Quality Act (CEQA). The adoption of this Resolution is exempt from the California Environmental Quality Act, Public Resources Code §§ 21000 et seq. ("CEQA") and 14 Cal. Code Reg. §§ 15000 et seq. ("CEQA Guidelines"). The calling and noticing of a Special Municipal Election for the submission of a ballot measure to voters is not a project within the meaning of CEQA Guidelines Section 15378. The ballot measure submitted to the voters is for a general tax that can be used for any governmental purpose; it is not a commitment to any particular action or actions. As such, under CEQA Guidelines Section 15378(b)(4), the potential tax increase is not a project within the meaning of CEQA because, if approved, the tax increase simply creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment.

SECTION 15. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The City Council of the City of Clovis hereby declares that it would have adopted this Resolution and each section, subsection,

sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 5, 2024, by the following vote, to wit.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: August 5, 2024

Mayor

City Clerk

ORDINANCE NO. 24-__**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADDING SECTION 3.3.312 TO ARTICLE 3 OF CHAPTER 3.3 OF TITLE 3 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO THE IMPOSITION OF A TRANSACTIONS (SALES) AND USE TAX**

WHEREAS, the City Council of the City of Clovis has ordered a ballot measure (“Measure”) for a one percent (1.0%) Transactions (Sales) and Use Tax increase, as authorized by applicable law, to be submitted to the voters of the City at the November 5, 2024, statewide general election, in accordance with applicable law; and

WHEREAS, should the voters approve the Measure, the California Department of Tax and Fee Administration (“Department”) requires that an ordinance be in place for the collection of that tax, which is imposed under the part in the California Revenue and Taxation Code known as the “Transactions and Use Tax Law” (Revenue and Taxation Code section 7251, et. seq.); and

WHEREAS, the City Council desires to adopt two ordinances, one codified in the City Municipal Code (reflecting the additional tax rate) and one uncoded (reflecting the additional tax rate and including the applicable requirements of the Department and the Transactions and Use Tax Law), both contingent on the voters approving the Measure, and Ordinance No. 24-__, although it will be uncoded, is to be adopted concurrently with this Ordinance.

NOW, THEREFORE, the City Council of the City of Clovis does hereby ordain as follows:

SECTION 1. Codification of Additional Transactions (Sales) and Use Tax.

Section 3.3.312 is hereby added to Article 3 of Chapter 3.3 of Title 3 of the Clovis Municipal Code to read as follows:

Section 3.3.312: Additional Transactions and Use Tax Rate.

Notwithstanding anything to the contrary in this Article or in Chapter 3.3 of Title 3 of the Clovis Municipal Code, effective on April 1, 2025, there shall be existing in the City a Transactions and Use Tax at the rate of one percent (1.0%). This tax is in addition to the City’s existing sales and use tax as set forth in Article 3 of Chapter 3.3 of Title 3 of the Clovis Municipal Code. The purpose of this additional Transactions and Use Tax is to fund general governmental services as set forth in Resolution No. ____ and Ordinance No. 24-__ (uncoded), and this tax shall be subject to the provisions of Ordinance No. 24-__ (uncoded). The voters approved the imposition of this additional Transactions and Use Tax at an election held for that purpose on November 5, 2024, by a majority of the voters.

SECTION 2. Effective and Adoption Date; Contingency on Voter Approval; Operative Date.

This ordinance relates to the levying and collecting of City transactions and use taxes and shall be effective immediately upon adoption, but shall have no force or effect, and shall not be sent for publication or considered adopted, unless a majority of the voters approve the Measure at the November 5, 2024, election. If the Measure is approved by the voters, the tax imposed by this ordinance shall be operative beginning on April 1, 2025, in accordance with California Revenue and Taxation Code section 7265.

APPROVED:

_____	_____
Mayor	City Clerk
* * * * *	* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on _____, 2024, and was adopted at a regular meeting of said Council held on _____, 2024, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED:

City Clerk

ORDINANCE NO. 24-____
(Uncodified)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS IMPOSING A
TRANSACTIONS (SALES) AND USE TAX TO BE ADMINISTERED BY THE
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION**

WHEREAS, the City Council of the City of Clovis has ordered a ballot measure (“Measure”) for a one percent (1.0%) Transactions (Sales) and Use Tax increase to be submitted to the voters of the City at the November 5, 2024, statewide general election; and

WHEREAS, should the voters approve the Measure, the California Department of Tax and Fee Administration (“Department”) requires that an ordinance be in place for the collection of that tax, which is imposed under the part in the California Revenue and Taxation Code known as the “Transactions and Use Tax Law”; and

WHEREAS, the City Council desires to adopt two ordinances, one codified in the City Municipal Code (reflecting the additional tax rate) and one uncodified (reflecting the additional tax rate and including the applicable requirements of the Department and the Transactions and Use Tax Law), both contingent on the voters approving the Measure, and Ordinance No. 24-____ is to be adopted concurrently with this Ordinance.

NOW, THEREFORE, the City Council of the City of Clovis does hereby ordain as follows:

Section 1. TITLE. This ordinance shall be known as the Additional Transactions and Use Tax Ordinance. The City of Clovis hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance. The Operative Date of this ordinance, if approved by voters, shall be April 1, 2025, in accordance with California Revenue and Taxation Code section 7265.

Section 3. PURPOSE. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax as a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

Section 4. CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 5. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1.0% (one percent) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

Section 6. PLACE OF SALE. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 7. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate 1.0% (one percent) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 8. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

Section 9. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLEGE USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in the business in the district" shall include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the state by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000.00). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of the Internal Revenue Code and the regulations thereunder.

Section 10. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

Section 11. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 12. AMENDMENTS. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to the California Constitution or all

amendments to other applicable provisions of California law shall automatically be a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

Section 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 14. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 15. EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall be effective immediately upon adoption, but shall have no force or effect, and shall not be sent for publication or considered adopted, unless a majority of the voters approve the Measure at the November 5, 2024, election. If the Measure is approved by the voters, the tax imposed by this ordinance shall be operative beginning on April 1, 2025, in accordance with California Revenue and Taxation Code section 7265.

Section 16. TERMINATION DATE. The authority to levy the tax imposed by this ordinance shall continue until ended by voters.

Section 17. NO CODIFICATION. This ordinance will not be codified.

APPROVED:

Mayor
* * * * *

City Clerk
* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on _____, 2024, and was adopted at a regular meeting of said Council held on _____, 2024, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED:

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 5, 2024

SUBJECT: Receive and File – Update on Additional Stakeholder Meetings Relating to Development Impact Fees for Fiscal Year 2024-2025.

Staff: Thad Avery, City Engineer / Paul Armendariz, Deputy Public Utilities Director

Recommendation: Receive and File

ATTACHMENTS: None

RECOMMENDATION

For the City Council to receive and file updated information on the outcome of additional meetings with the building industry following the June 10, 2024, Council meeting where an increase to the Development Impact Fees was approved.

EXECUTIVE SUMMARY

On June 10, 2024, Council approved an increase to the City's development impact fees with a Construction Cost Index (CCI) to most rates. The two exceptions were the Fire Transition Fee and the Water Major Facilities Fee. The Fire Transition Fee increased by \$185 per gross acre, due to rising property values. The Water Major Facility Fee increased by 105% driven primarily by the lack of implementing recommended rate adjustments over the last two years. The approved fee revisions will be effective August 12, 2024.

At the June 10, 2024, City Council meeting direction was given to staff to continue meeting with stakeholders and to return on July 1, 2024, to provide an update on the outcome of the meetings. Staff was directed at the July 1 meeting to continue meeting with stakeholders and return with an update for Council on August 5, 2024. Staff will provide a verbal update to Council on progress made during the subsequent meetings.

BACKGROUND

Stakeholders provided public comments during the June 10 and July 1, 2024, meetings and requested additional time to adequately review and consider information related to Development Impact Fee rate adjustments.

City staff began a series of public meetings in May 2024 to discuss the update to the Development Impact Fees for Fiscal Year 2024-2025. Over 100 stakeholders were invited to the meetings that took place on May 16, 23, 29, and June 6. All technical information supporting the fee adjustments were made available to the public for review on May 21, 2024. Following the City Council meeting of June 10, 2024, staff was directed to continue holding meetings with the industry regarding the rate revisions. Meetings were immediately scheduled and held on June 13, 20, and 27 with invitations sent to over 100 stakeholders.

Following the City Council meeting of July 1, 2024, staff was directed to continue holding meetings with the industry regarding the rate revisions. Meetings were subsequently scheduled and held on July 11, 18, and 25 with invitations sent to over 100 stakeholders. Engineering and Public Utilities staff as well as a representative from Provost and Pritchard, the City's water consultant, attended each meeting. Staff also made time to meet individually with members of the community to answer questions and provide additional information as requested.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

As this is a receive and file, no action is required.

ACTIONS FOLLOWING APPROVAL

Staff will receive and file updated information on the outcome of additional meetings with the building industry.

CONFLICT OF INTEREST

None.

Prepared by: Sean Smith, Supervising Civil Engineer

Reviewed by: City Manager *JS*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 5, 2024

SUBJECT: Consider Approval - Res. 24-____, Amending the 2024-25 City Attorney budget for the General Fund in the amount of \$1,765,588 for litigation settlement costs with funding from the Emergency Reserve and the Planning and Development Services Fund.

Staff: Andrew Haussler, Assistant City Manager
Recommendation: Approve

ATTACHMENTS: 1. Resolution

RECOMMENDATION

For the City Council to approve a resolution amending the 2024-25 City Attorney budget for litigation settlement costs with funding from the emergency reserve and the Planning and Development Services Fund.

EXECUTIVE SUMMARY

In accordance with the terms of the judgment recently entered in the Martinez v. City of Clovis case, the City is required to pay the plaintiff's attorney's fees and court awarded costs. With the full extent of the attorney's fees and court ordered costs now known and agreed to by both parties, staff is requesting approval of a budget amendment to cover these additional costs and the cost of professional services needed to implement an affordable housing programs analysis required by the judgment. The use of the Emergency Reserve is necessary to fund the settlement costs.

BACKGROUND

Staff recommends Council approve a resolution amending the 2024-25 City Attorney budget for litigation settlement costs. In accordance with the terms of the judgment recently entered in the Martinez v. City of Clovis case, the City is required to pay the plaintiff's attorney's fees and court awarded costs in the amount of \$1,630,587.69. With the full extent of the attorney's fees and court ordered costs now known and agreed to by both parties, staff is requesting approval of a budget amendment to cover these additional costs from the Emergency Reserve.

In addition, to comply with the judgment, the City has contracted with a consultant firm to analyze the feasibility of a mixed-income zoning ordinance in Clovis. The cost of this analysis is estimated to be \$135,000 and funds are available to cover the costs from the General Plan Program funds, however the cost was not budgeted in the 2024-25 budget. This budget amendment will allocate the funds necessary to pay the consultant in accordance with the consultant agreement approved by the City Council on May 6, 2024.

FISCAL IMPACT

The City is required to pay the plaintiff's attorney's fees and court awarded costs and conduct the mixed-income ordinance feasibility analysis. The total cost is approximately \$1,765,588. The only available funding for the attorney's fees and court awarded costs is the General Fund Emergency Reserve. This budget amendment would reduce the Emergency Reserve to \$20,969,412 or 18.8% of General Fund expenditures for the 2024-25 fiscal year, and the ending Emergency Reserve balance would remain above the minimum goal of 15%. Revenues are available to cover the cost of the mixed-income zoning ordinance feasibility analysis from the General Plan Consultant funds.

REASON FOR RECOMMENDATION

The recommended action is required to satisfy the requirements of the judgment.

ACTIONS FOLLOWING APPROVAL

Funds will be appropriated and accounted for in the City of Clovis 2024-25 City Attorney budget as specified in the attached budget amendment.

CONFLICT OF INTEREST

None.

Prepared by: Jay Schengel, Finance Director

Reviewed by: City Manager *JH*

RESOLUTION 24-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN AMENDMENT TO THE FY 2024-2025 CITY ATTORNEY BUDGET

WHEREAS, the City Council adopted the annual FY2024-2025 budget on June 10, 2024; and

WHEREAS, the City Council approved the expenditure of funds for the 2024-2025 City Attorney – General Fund; and

WHEREAS, the additional expenditures needed for litigation settlement costs were not included in the 2024-2025 City Attorney – General Fund; and

WHEREAS, it has been determined that the funds for the costs will be allocated from the General Fund in the total amount of \$1,765,588, with \$1,630,588 allocated from the City’s General Fund Emergency Reserve and \$135,000 allocated from Planning and Development Services Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis hereby approves the budget amendment as shown in the “Summary of Expenditures by Section”, “Summary of Expenditures by Fund”, and the “Summary of Transfers by Fund” on **Attachment A** hereto.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 5, 2024, by the following vote, to wit.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: August 5, 2024

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY SECTION

City Attorney	<u>\$1,765,588</u>
TOTAL SECTION	\$1,765,588

SUMMARY OF EXPENDITURES BY FUND

General Fund	<u>\$1,765,588</u>
TOTAL FUND	\$1,765,588

SUMMARY OF TRANSFERS BY FUND

Transfer In

Fund

General Fund	<u>\$135,000</u>
Total Fund	\$135,000

Transfer Out

Fund

Planning & Development Services	<u>\$135,000</u>
Total Fund	\$135,000



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 5, 2024

SUBJECT: Consider Approval – A Request to Submit a Letter of Opposition regarding Senate Bill 7 (Blakespear), The Homeless Housing Obligation Act .

Staff: John Holt, City Manager
Recommendation: Approve

ATTACHMENTS:

1. SB 7 Bill Text as amended in Assembly June 10, 2024
2. Assembly Committee on Local Government Bill Analysis dated June 26, 2024
3. League of California Cities Notice of Concerns dated April 14, 2023
4. Draft letter of Opposition

RECOMMENDATION

For the City Council to approve a letter of opposition regarding Senate Bill 7 (Blakespear), The Homeless Housing Obligation Act.

EXECUTIVE SUMMARY

On July 1, 2024, on a consensus vote from Council, staff was directed to bring an item back to Council to consider opposing Senate Bill 7.

SB 7, introduced by Senator Catherine Blakespear, is known as the Homeless Housing Obligation Act. The bill aims to address California's homelessness crisis by mandating that beginning in 2025 cities and counties provide housing for their homeless populations based on the most recent point-in-time (PIT) counts. This requirement is part of a broader effort to hold local governments accountable for addressing homelessness within their jurisdictions. CalCities current position = "Watch".

SB 7 imposes substantial new responsibilities on cities and counties to provide housing for all homeless individuals within their jurisdictions without offering adequate state funding to support these mandates. The proposed Homeless Housing Obligation Fund, while a step in the right direction, may not sufficiently cover the extensive costs associated with developing, maintaining,

and operating new housing facilities. This places an undue financial burden on local governments, which are already struggling with budget constraints.

California's cities and counties are diverse, each with unique challenges and capacities. A one-size-fits-all mandate does not take into consideration the varying local conditions, resources, and existing efforts to address homelessness. Clovis has been actively working on local solutions that best fit our community's needs. SB 7 could disrupt these localized strategies by imposing rigid state requirements that may not be feasible or effective in our context.

This obligation is duplicative of existing housing element law, which already requires cities to assess the need for emergency shelter based on the most recent PIT count and assist in developing adequate housing to meet the needs of extremely low-income households. Housing element law also currently requires cities to identify sites and encourage the development of a variety of housing, including supportive housing and transitional housing. Rather than duplicate existing planning efforts, the Legislature should focus on providing funding directly to cities to realize these plans and spur much needed development.

FISCAL IMPACT

SB 7 would create an unfunded mandate for the City that will have a negative impact on operations.

REASON FOR RECOMMENDATION

On July 1, 2024, on a consensus vote from Council, staff was directed to bring an item back to Council to consider opposing SB 7.

ACTIONS FOLLOWING APPROVAL

If approved, staff will draft a letter of opposition to SB 7 and transmit it as appropriate.

CONFLICT OF INTEREST

None.

Prepared by: John Holt, City Manager

Reviewed by: City Manager *JH*

AMENDED IN ASSEMBLY JUNE 10, 2024
 AMENDED IN SENATE JANUARY 22, 2024
 AMENDED IN SENATE MAY 1, 2023
 AMENDED IN SENATE APRIL 19, 2023
 AMENDED IN SENATE APRIL 10, 2023
 AMENDED IN SENATE FEBRUARY 13, 2023

SENATE BILL**No. 7****Introduced by Senator Blakespear**

December 5, 2022

~~An act to amend Section 65400 of the Government Code, relating to housing.~~ *An act to amend Sections 65584.01, 65584.04, 65584.05, 65584.06, and 65588 of, and to repeal Section 65584.02 of, the Government Code, relating to land use.*

LEGISLATIVE COUNSEL'S DIGEST

SB 7, as amended, Blakespear. ~~Planning and zoning: annual report: housing for extremely low income households.~~ *Regional housing need: determination.*

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. That law requires, for the 4th and subsequent revisions of the housing element, the Department of Housing and Community Development (department) to determine the existing and projected need for housing for each region, as specified. That law requires the department, in consultation with the council of governments,

93

to determine the existing and projected need of housing for each region in a specified manner. That law requires the department's determination to be based upon population projections produced by the Department of Finance, as specified. That law also requires the department to meet and consult with the council of governments regarding the assumptions and methodologies to be used to determine each region's housing need and requires the council of governments to provide data assumptions from the council of governments' projections, as specified. That law authorizes the department to accept or reject the information provided by the council of governments and, after consultation with each council of governments, to make determinations on the council of governments' data assumptions and the methodology the department will use to determine each region's housing need. That law requires the department to provide its determinations to each council of governments, as specified. That law, upon making that determination, authorizes the council of governments to object to the determination.

This bill, for regions in which the department is required to distribute the regional housing need, would prohibit a city or county from filing an objection to the regional housing need determination. The bill would also make conforming changes.

The Planning and Zoning Law, for the 4th and subsequent revisions of the housing element, provides an alternative process for determining the existing and projected need for housing for each region, as specified.

This bill would repeal the alternative process described above.

The Planning and Zoning Law requires public participation and access in the development of the methodology and in the process of drafting and adoption of the allocation of the regional housing needs. That law requires participation by organizations other than local jurisdictions and councils of governments to be solicited, as provided, including soliciting specified members of protected classes. That law also authorizes the department to review the adopted allocation methodology and report its findings to the council of governments or delegate subregion within 90 days of receiving notice.

This bill would expand the solicitation requirement to include specified households with special housing needs. The bill would also reduce the time allotted for the department to report its findings regarding the adopted allocation methodology to 45 days. By requiring councils of governments or delegate subregions, as applicable, to solicit participation from additional sources, this bill would impose a state-mandated local program.

The Planning and Zoning Law requires each council of governments and delegate subregion, as applicable, at least one and one-half years before their scheduled housing element revision, to distribute a draft allocation of regional housing needs to each local government in the region or subregion, where applicable, and requires the department, based on the methodology adopted, to publish the draft allocation on its internet website.

This bill would additionally authorize a council of government to distribute the draft allocation plan upon adoption of the final methodology reviewed and adopted by the department under certain circumstances.

The Planning and Zoning Law authorizes, within 45 days following receipt of the draft allocation, a local government within the region or the delegate subregion, as applicable, or the department to appeal to the council of governments or the delegate subregion for a revision of the share of the regional housing need proposed to be allocated to one or more local governments. If no appeals are filed, that law requires the draft allocation to be issued as the proposed final allocation plan.

This bill would, if no appeals are filed, instead authorize the draft allocation to be adopted pursuant to a specified procedure that includes, among other things, a public hearing.

The Planning and Zoning Law requires each city, county, and city and county to revise its housing element according to a specified schedule. That law requires subsequent revisions to the housing element of a metropolitan planning organization or a regional transportation planning agency to be due 18 months after adoption of every second regional transportation plan update, provided that the deadline for adoption is no more than eight years later than the deadline for adoption of the previous eight-year housing element. That law also requires the metropolitan planning organization or a regional transportation planning agency for a region that has an eight-year revision interval to notify the department and the Department of Transportation in writing of the estimated adoption date for its next regional transportation plan update at least 12 months before the estimated adoption date. For purposes of determining the existing and projected need for housing within a region, that law requires the date of the next scheduled revision of the housing element be deemed to be the estimated adoption date of the regional transportation plan update described in the notice provided to the Department of Transportation plus 18 months.

This bill would condition the above-described deemed date of the next scheduled revision on that date being no more than eight years later than the deadline for adoption of the previous eight-year housing element.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

~~Existing law, the Planning and Zoning Law, requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Department of Housing and Community Development. The law requires that the annual report include, among other specified information, the number of net new units of housing, including both rental housing and for-sale housing, that have been issued a completed entitlement, building permit, or certificate of occupancy, and the income category, by area median income, that each unit of housing satisfies, as specified.~~

~~This bill would revise and recast these provisions to specify that the income category includes extremely low income households, as defined. By requiring cities and counties to include additional information in their annual reports, the bill would impose a state-mandated local program.~~

~~The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.~~

~~This bill would provide that no reimbursement is required by this act for a specified reason.~~

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 **SECTION 1.** *Section 65584.01 of the Government Code is*
2 *amended to read:*

3 65584.01. For the fourth and subsequent revision of the housing
4 element pursuant to Section 65588, the department, in consultation
5 with each council of governments, where applicable, shall
6 determine the existing and projected need for housing for each
7 region in the following manner:

8 (a) The department’s determination shall be based upon
9 population projections produced by the Department of Finance
10 and regional population forecasts used in preparing regional
11 transportation plans, in consultation with each council of
12 governments. If the total regional population forecast for the
13 projection year, developed by the council of governments and used
14 for the preparation of the regional transportation plan, is within a
15 range of 1.5 percent of the total regional population forecast for
16 the projection year by the Department of Finance, then the
17 population forecast developed by the council of governments shall
18 be the basis from which the department determines the existing
19 and projected need for housing in the region. If the difference
20 between the total population projected by the council of
21 governments and the total population projected for the region by
22 the Department of Finance is greater than 1.5 percent, then the
23 department and the council of governments shall meet to discuss
24 variances in methodology used for population projections and seek
25 agreement on a population projection for the region to be used as
26 a basis for determining the existing and projected housing need
27 for the region. If agreement is not reached, then the population
28 projection for the region shall be the population projection for the
29 region prepared by the Department of Finance as may be modified
30 by the department as a result of discussions with the council of
31 governments.

32 (b) (1) At least 26 months prior to the scheduled revision
33 pursuant to Section 65588 and prior to developing the existing and
34 projected housing need for a region, the department shall meet and
35 consult with the council of governments regarding the assumptions
36 and methodology to be used by the department to determine the
37 region’s housing needs. The council of governments shall provide

1 data assumptions from the council's projections, including, if
2 available, the following data for the region:

3 (A) Anticipated household growth associated with projected
4 population increases.

5 (B) Household size data and trends in household size.

6 (C) The percentage of households that are overcrowded and the
7 overcrowding rate for a comparable housing market. For purposes
8 of this subparagraph:

9 (i) The term "overcrowded" means more than one resident per
10 room in each room in a dwelling.

11 (ii) The term "overcrowded rate for a comparable housing
12 market" means that the overcrowding rate is no more than the
13 average overcrowding rate in comparable regions throughout the
14 nation, as determined by the council of governments.

15 (D) The rate of household formation, or headship rates, based
16 on age, gender, ethnicity, or other established demographic
17 measures.

18 (E) The vacancy rates in existing housing stock, and the vacancy
19 rates for healthy housing market functioning and regional mobility,
20 as well as housing replacement needs. For purposes of this
21 subparagraph, the vacancy rate for a healthy rental housing market
22 shall be considered no less than 5 percent.

23 (F) Other characteristics of the composition of the projected
24 population.

25 (G) The relationship between jobs and housing, including any
26 imbalance between jobs and housing.

27 (H) The percentage of households that are cost burdened and
28 the rate of housing cost burden for a healthy housing market. For
29 the purposes of this subparagraph:

30 (i) The term "cost burdened" means the share of very low, low-,
31 moderate-, and above moderate-income households that are paying
32 more than 30 percent of household income on housing costs.

33 (ii) The term "rate of housing cost burden for a healthy housing
34 market" means that the rate of households that are cost burdened
35 is no more than the average rate of households that are cost
36 burdened in comparable regions throughout the nation, as
37 determined by the council of governments.

38 (I) The loss of units during a state of emergency that was
39 declared by the Governor pursuant to the California Emergency
40 Services Act (Chapter 7 (commencing with Section 8550) of

1 Division 1 of Title 2), during the planning period immediately
2 preceding the relevant revision pursuant to Section 65588 that
3 have yet to be rebuilt or replaced at the time of the data request.

4 (2) The department may accept or reject the information
5 provided by the council of governments or modify its own
6 assumptions or methodology based on this information. After
7 consultation with the council of governments, the department shall
8 make determinations in writing on the assumptions for each of the
9 factors listed in subparagraphs (A) to (I), inclusive, of paragraph
10 (1) and the methodology it shall use and shall provide these
11 determinations to the council of governments. The methodology
12 submitted by the department may make adjustments based on the
13 region's total projected households, which includes existing
14 households as well as projected households.

15 (c) (1) After consultation with the council of governments, the
16 department shall make a determination of the region's existing
17 and projected housing need based upon the assumptions and
18 methodology determined pursuant to subdivision (b). The region's
19 existing and projected housing need shall reflect the achievement
20 of a feasible balance between jobs and housing within the region
21 using the regional employment projections in the applicable
22 regional transportation plan. Within 30 days following notice of
23 the determination from the department, the council of governments
24 may file an objection to the department's determination of the
25 region's existing and projected housing need with the department.

26 (2) The objection shall be based on and substantiate either of
27 the following:

28 (A) The department failed to base its determination on the
29 population projection for the region established pursuant to
30 subdivision (a), and shall identify the population projection which
31 the council of governments believes should instead be used for the
32 determination and explain the basis for its rationale.

33 (B) The regional housing need determined by the department
34 is not a reasonable application of the methodology and assumptions
35 determined pursuant to subdivision (b). The objection shall include
36 a proposed alternative determination of its regional housing need
37 based upon the determinations made in subdivision (b), including
38 analysis of why the proposed alternative would be a more
39 reasonable application of the methodology and assumptions
40 determined pursuant to subdivision (b).

1 (3) If a council of governments files an objection pursuant to
 2 this subdivision and includes with the objection a proposed
 3 alternative determination of its regional housing need, it shall also
 4 include documentation of its basis for the alternative determination.
 5 Within 45 days of receiving an objection filed pursuant to this
 6 section, the department shall consider the objection and make a
 7 final written determination of the region's existing and projected
 8 housing need that includes an explanation of the information upon
 9 which the determination was made.

10 (4) *In regions in which the department is required to distribute*
 11 *the regional housing need pursuant to Section 65584.06, no city*
 12 *or county may file an objection to the regional housing need*
 13 *determination.*

14 (d) Statutory changes enacted after the date the department
 15 issued a final determination pursuant to this section shall not be a
 16 basis for a revision of the final determination.

17 *SEC. 2. Section 65584.02 of the Government Code is repealed.*

18 ~~65584.02.—(a) For the fourth and subsequent revisions of the~~
 19 ~~housing element pursuant to Section 65588, the existing and~~
 20 ~~projected need for housing may be determined for each region by~~
 21 ~~the department as follows, as an alternative to the process pursuant~~
 22 ~~to Section 65584.01:~~

23 ~~(1) In a region in which at least one subregion has accepted~~
 24 ~~delegated authority pursuant to Section 65584.03, the region's~~
 25 ~~housing need shall be determined at least 26 months prior to the~~
 26 ~~housing element update deadline pursuant to Section 65588. In a~~
 27 ~~region in which no subregion has accepted delegation pursuant to~~
 28 ~~Section 65584.03, the region's housing need shall be determined~~
 29 ~~at least 24 months prior to the housing element deadline.~~

30 ~~(2) At least six months prior to the department's determination~~
 31 ~~of regional housing need pursuant to paragraph (1), a council of~~
 32 ~~governments may request the use of population and household~~
 33 ~~forecast assumptions used in the regional transportation plan. This~~
 34 ~~request shall include all of the following:~~

35 ~~(A) Proposed data and assumptions for factors contributing to~~
 36 ~~housing need beyond household growth identified in the forecast.~~
 37 ~~These factors shall include allowance for vacant or replacement~~
 38 ~~units, and may include other adjustment factors.~~

39 ~~(B) A proposed planning period that is not longer than the period~~
 40 ~~of time covered by the regional transportation improvement plan~~

1 or plans of the region pursuant to Section 14527, but a period not
2 less than five years, and not longer than six years.

3 ~~(C) A comparison between the population and household
4 assumptions used for the Regional Transportation Plan with
5 population and household estimates and projections of the
6 Department of Finance.~~

7 ~~(b) The department shall consult with the council of
8 governments regarding requests submitted pursuant to paragraph
9 (2) of subdivision (a). The department may seek advice and consult
10 with the Demographic Research Unit of the Department of Finance,
11 the State Department of Transportation, a representative of a
12 contiguous council of governments, and any other party as deemed
13 necessary. The department may request that the council of
14 governments revise data, assumptions, or methodology to be used
15 for the determination of regional housing need, or may reject the
16 request submitted pursuant to paragraph (2) of subdivision (a).
17 Subsequent to consultation with the council of governments, the
18 department will respond in writing to requests submitted pursuant
19 to paragraph (1) of subdivision (a).~~

20 ~~(e) If the council of governments does not submit a request
21 pursuant to subdivision (a), or if the department rejects the request
22 of the council of governments, the determination for the region
23 shall be made pursuant to Sections 65584 and 65584.01.~~

24 *SEC. 3. Section 65584.04 of the Government Code, as added
25 by Section 3 of Chapter 948 of the Statutes of 2022, is amended
26 to read:*

27 65584.04. (a) At least two years before a scheduled revision
28 required by Section 65588, each council of governments, or
29 delegate subregion as applicable, shall develop, in consultation
30 with the department, a proposed methodology for distributing the
31 existing and projected regional housing need to cities, counties,
32 and cities and counties within the region or within the subregion,
33 where applicable pursuant to this section. The methodology shall
34 further the objectives listed in subdivision (d) of Section 65584.

35 (b) (1) No more than six months before the development of a
36 proposed methodology for distributing the existing and projected
37 housing need, each council of governments shall survey each of
38 its member jurisdictions to request, at a minimum, information
39 regarding the factors listed in subdivision (e) that will allow the

1 development of a methodology based upon the factors established
 2 in subdivision (e).

3 (2) With respect to the objective in paragraph (5) of subdivision
 4 (d) of Section 65584, the survey shall review and compile
 5 information that will allow the development of a methodology
 6 based upon the issues, strategies, and actions that are included, as
 7 available, in an Analysis of Impediments to Fair Housing Choice
 8 or an Assessment of Fair Housing completed by any city or county
 9 or the department that covers communities within the area served
 10 by the council of governments, and in housing elements adopted
 11 pursuant to this article by cities and counties within the area served
 12 by the council of governments.

13 (3) The council of governments shall seek to obtain the
 14 information in a manner and format that is comparable throughout
 15 the region and utilize readily available data to the extent possible.

16 (4) The information provided by a local government pursuant
 17 to this section shall be used, to the extent possible, by the council
 18 of governments, or delegate subregion as applicable, as source
 19 information for the methodology developed pursuant to this section.
 20 The survey shall state that none of the information received may
 21 be used as a basis for reducing the total housing need established
 22 for the region pursuant to Section 65584.01.

23 (5) If the council of governments fails to conduct a survey
 24 pursuant to this subdivision, a city, county, or city and county may
 25 submit information related to the items listed in subdivision (e)
 26 before the public comment period provided for in subdivision (d).

27 (c) The council of governments shall electronically report the
 28 results of the survey of fair housing issues, strategies, and actions
 29 compiled pursuant to paragraph (2) of subdivision (b). The report
 30 shall describe common themes and effective strategies employed
 31 by cities and counties within the area served by the council of
 32 governments, including common themes and effective strategies
 33 around avoiding the displacement of lower income households.
 34 The council of governments shall also identify significant barriers
 35 to affirmatively furthering fair housing at the regional level and
 36 may recommend strategies or actions to overcome those barriers.
 37 A council of governments or metropolitan planning organization,
 38 as appropriate, may use this information for any other purpose,
 39 including publication within a regional transportation plan adopted
 40 pursuant to Section 65080 or to inform the land use assumptions

1 that are applied in the development of a regional transportation
2 plan.

3 (d) Public participation and access shall be required in the
4 development of the methodology and in the process of drafting
5 and adoption of the allocation of the regional housing needs.
6 Participation by organizations other than local jurisdictions and
7 councils of governments shall be solicited in a diligent effort to
8 achieve public participation of all economic segments of the
9 community as well as members of protected classes under Section
10 ~~42955. 12955~~ *and households with special housing needs under*
11 *paragraph (7) of subdivision (a) of Section 65583.* The proposed
12 methodology, along with any relevant underlying data and
13 assumptions, an explanation of how information about local
14 government conditions gathered pursuant to subdivision (b) has
15 been used to develop the proposed methodology, how each of the
16 factors listed in subdivision (e) is incorporated into the
17 methodology, and how the proposed methodology furthers the
18 objectives listed in subdivision (d) of Section 65584, shall be
19 distributed to all cities, counties, any subregions, and members of
20 the public who have made a written or electronic request for the
21 proposed methodology and published on the council of
22 governments', or delegate subregion's, internet website. The
23 council of governments, or delegate subregion, as applicable, shall
24 conduct at least one public hearing to receive oral and written
25 comments on the proposed methodology.

26 (e) To the extent that sufficient data is available from local
27 governments pursuant to subdivision (b) or other sources, each
28 council of governments, or delegate subregion as applicable, shall
29 consider including the following factors in developing the
30 methodology that allocates regional housing needs:

31 (1) Each member jurisdiction's existing and projected jobs and
32 housing relationship. This shall include an estimate based on
33 readily available data on the number of low-wage jobs within the
34 jurisdiction and how many housing units within the jurisdiction
35 are affordable to low-wage workers as well as an estimate based
36 on readily available data, of projected job growth and projected
37 household growth by income level within each member jurisdiction
38 during the planning period.

1 (2) The opportunities and constraints to development of
2 additional housing in each member jurisdiction, including all of
3 the following:

4 (A) Lack of capacity for sewer or water service due to federal
5 or state laws, regulations or regulatory actions, or supply and
6 distribution decisions made by a sewer or water service provider
7 other than the local jurisdiction that preclude the jurisdiction from
8 providing necessary infrastructure for additional development
9 during the planning period.

10 (B) The availability of land suitable for urban development or
11 for conversion to residential use, the availability of underutilized
12 land, and opportunities for infill development and increased
13 residential densities. The council of governments may not limit
14 its consideration of suitable housing sites or land suitable for urban
15 development to existing zoning ordinances and land use restrictions
16 of a locality, but shall consider the potential for increased
17 residential development under alternative zoning ordinances and
18 land use restrictions. The determination of available land suitable
19 for urban development may exclude lands where the Federal
20 Emergency Management Agency (FEMA) or the Department of
21 Water Resources has determined that the flood management
22 infrastructure designed to protect that land is not adequate to avoid
23 the risk of flooding.

24 (C) Lands preserved or protected from urban development under
25 existing federal or state programs, or both, designed to protect
26 open space, farmland, environmental habitats, and natural resources
27 on a long-term basis, including land zoned or designated for
28 agricultural protection or preservation that is subject to a local
29 ballot measure that was approved by the voters of that jurisdiction
30 that prohibits or restricts conversion to nonagricultural uses.

31 (D) County policies to preserve prime agricultural land, as
32 defined pursuant to Section 56064, within an unincorporated area
33 and land within an unincorporated area zoned or designated for
34 agricultural protection or preservation that is subject to a local
35 ballot measure that was approved by the voters of that jurisdiction
36 that prohibits or restricts its conversion to nonagricultural uses.

37 (E) Emergency evacuation route capacity, wildfire risk, sea
38 level rise, and other impacts caused by climate change.

39 (3) The distribution of household growth assumed for purposes
40 of a comparable period of regional transportation plans and

1 opportunities to maximize the use of public transportation and
2 existing transportation infrastructure.

3 (4) Agreements between a county and cities in a county to direct
4 growth toward incorporated areas of the county and land within
5 an unincorporated area zoned or designated for agricultural
6 protection or preservation that is subject to a local ballot measure
7 that was approved by the voters of the jurisdiction that prohibits
8 or restricts conversion to nonagricultural uses.

9 (5) The loss of units contained in assisted housing developments,
10 as defined in paragraph (9) of subdivision (a) of Section 65583,
11 that changed to non-low-income use through mortgage prepayment,
12 subsidy contract expirations, or termination of use restrictions.

13 (6) The percentage of existing households at each of the income
14 levels listed in subdivision (f) of Section 65584 that are paying
15 more than 30 percent and more than 50 percent of their income in
16 rent.

17 (7) The rate of overcrowding.

18 (8) The housing needs of farmworkers.

19 (9) The housing needs generated by the presence of a private
20 university or a campus of the California State University or the
21 University of California within any member jurisdiction.

22 (10) The housing needs of individuals and families experiencing
23 homelessness. If a council of governments has surveyed each of
24 its member jurisdictions pursuant to subdivision (b) on or before
25 January 1, 2020, this paragraph shall apply only to the development
26 of methodologies for the seventh and subsequent revisions of the
27 housing element.

28 (11) The loss of units during a state of emergency that was
29 declared by the Governor pursuant to the California Emergency
30 Services Act (Chapter 7 (commencing with Section 8550) of
31 Division 1 of Title 2), during the planning period immediately
32 preceding the relevant revision pursuant to Section 65588 that
33 have yet to be rebuilt or replaced at the time of the analysis.

34 (12) The region’s greenhouse gas emissions targets provided
35 by the State Air Resources Board pursuant to Section 65080.

36 (13) Any other factors adopted by the council of governments,
37 that further the objectives listed in subdivision (d) of Section
38 65584, provided that the council of governments specifies which
39 of the objectives each additional factor is necessary to further. The
40 council of governments may include additional factors unrelated

1 to furthering the objectives listed in subdivision (d) of Section
2 65584 so long as the additional factors do not undermine the
3 objectives listed in subdivision (d) of Section 65584 and are applied
4 equally across all household income levels as described in
5 subdivision (f) of Section 65584 and the council of governments
6 makes a finding that the factor is necessary to address significant
7 health and safety conditions.

8 (f) The council of governments, or delegate subregion, as
9 applicable, shall explain in writing how each of the factors
10 described in subdivision (e) was incorporated into the methodology
11 and how the methodology furthers the objectives listed in
12 subdivision (d) of Section 65584. The methodology may include
13 numerical weighting. This information, and any other supporting
14 materials used in determining the methodology, shall be posted
15 on the council of governments', or delegate subregion's, internet
16 website.

17 (g) The following criteria shall not be a justification for a
18 determination or a reduction in a jurisdiction's share of the regional
19 housing need:

20 (1) Any ordinance, policy, voter-approved measure, or standard
21 of a city or county that directly or indirectly limits the number of
22 residential building permits issued by a city or county.

23 (2) Prior underproduction of housing in a city or county from
24 the previous regional housing need allocation, as determined by
25 each jurisdiction's annual production report submitted pursuant
26 to subparagraph (H) of paragraph (2) of subdivision (a) of Section
27 65400.

28 (3) Stable population numbers in a city or county from the
29 previous regional housing needs cycle.

30 (h) Following the conclusion of the public comment period
31 described in subdivision (d) on the proposed allocation
32 methodology, and after making any revisions deemed appropriate
33 by the council of governments, or delegate subregion, as applicable,
34 as a result of comments received during the public comment period,
35 and as a result of consultation with the department, each council
36 of governments, or delegate subregion, as applicable, shall publish
37 a draft allocation methodology on its internet website and submit
38 the draft allocation methodology, along with the information
39 required pursuant to subdivision (e), to the department.

1 (i) Within 60 days, the department shall review the draft
2 allocation methodology and report its written findings to the
3 council of governments, or delegate subregion, as applicable. In
4 its written findings the department shall determine whether the
5 methodology furthers the objectives listed in subdivision (d) of
6 Section 65584. If the department determines that the methodology
7 is not consistent with subdivision (d) of Section 65584, the council
8 of governments, or delegate subregion, as applicable, shall take
9 one of the following actions:

10 (1) Revise the methodology to further the objectives listed in
11 subdivision (d) of Section 65584 and adopt a final regional, or
12 subregional, housing need allocation methodology.

13 (2) Adopt the regional, or subregional, housing need allocation
14 methodology without revisions and include within its resolution
15 of adoption findings, supported by substantial evidence, as to why
16 the council of governments, or delegate subregion, believes that
17 the methodology furthers the objectives listed in subdivision (d)
18 of Section 65584 despite the findings of the department.

19 (j) If the department’s findings are not available within the time
20 limits set by subdivision (i), the council of governments, or delegate
21 subregion, may act without them.

22 (k) Upon either action pursuant to subdivision (i), the council
23 of governments, or delegate subregion, shall provide notice of the
24 adoption of the methodology to the jurisdictions within the region,
25 or delegate subregion, as applicable, and to the department, and
26 shall publish the adopted allocation methodology, along with its
27 resolution and any adopted written findings, on its internet website.

28 (l) The department may, within ~~90~~ 45 days, review the adopted
29 methodology and report its findings to the council of governments,
30 or delegate subregion.

31 (m) (1) It is the intent of the Legislature that housing planning
32 be coordinated and integrated with the regional transportation plan.
33 To achieve this goal, the allocation plan shall allocate housing
34 units within the region consistent with the development pattern
35 included in the sustainable communities strategy.

36 (2) The final allocation plan shall ensure that the total regional
37 housing need, by income category, as determined under Section
38 65584, is maintained, and that each jurisdiction in the region
39 receive an allocation of units for low- and very low income
40 households.

1 (3) The resolution approving the final housing need allocation
2 plan shall demonstrate that the plan is consistent with the
3 sustainable communities strategy in the regional transportation
4 plan and furthers the objectives listed in subdivision (d) of Section
5 65584.

6 (n) This section shall become operative on January 1, 2025.

7 *SEC. 4. Section 65584.05 of the Government Code is amended*
8 *to read:*

9 65584.05. (a) At least one and one-half years before the
10 scheduled revision required by Section 65588, each council of
11 governments and delegate subregion, as applicable, shall distribute
12 a draft allocation of regional housing needs to each local
13 government in the region or subregion, where applicable, and the
14 department, based on the methodology adopted pursuant to Section
15 65584.04 and shall publish the draft allocation on its internet
16 website. *The council of governments may additionally distribute*
17 *the draft allocation plan upon adoption of the final methodology*
18 *reviewed and adopted by the department pursuant to paragraph*
19 *(2) of subdivision (i) of Section 65584.04. The draft allocation shall*
20 *include the underlying data and methodology on which the*
21 *allocation is based, and a statement as to how it furthers the*
22 *objectives listed in subdivision (d) of Section 65584. It is the intent*
23 *of the Legislature that the draft allocation should be distributed*
24 *before the completion of the update of the applicable regional*
25 *transportation plan. The draft allocation shall distribute to localities*
26 *and subregions, if any, within the region the entire regional housing*
27 *need determined pursuant to Section 65584.01 or within*
28 *subregions, as applicable, the subregion's entire share of the*
29 *regional housing need determined pursuant to Section 65584.03.*

30 (b) Within 45 days following receipt of the draft allocation, a
31 local government within the region or the delegate subregion, as
32 applicable, or the department may appeal to the council of
33 governments or the delegate subregion for a revision of the share
34 of the regional housing need proposed to be allocated to one or
35 more local governments. Appeals shall be based upon comparable
36 data available for all affected jurisdictions and accepted planning
37 methodology, and supported by adequate documentation, and shall
38 include a statement as to why the revision is necessary to further
39 the intent of the objectives listed in subdivision (d) of Section
40 65584. An appeal pursuant to this subdivision shall be consistent

1 with, and not to the detriment of, the development pattern in an
2 applicable sustainable communities strategy developed pursuant
3 to paragraph (2) of subdivision (b) of Section 65080. Appeals shall
4 be limited to any of the following circumstances:

5 (1) The council of governments or delegate subregion, as
6 applicable, failed to adequately consider the information submitted
7 pursuant to subdivision (b) of Section 65584.04.

8 (2) The council of governments or delegate subregion, as
9 applicable, failed to determine the share of the regional housing
10 need in accordance with the information described in, and the
11 methodology established pursuant to, Section 65584.04, and in a
12 manner that furthers, and does not undermine, the intent of the
13 objectives listed in subdivision (d) of Section 65584.

14 (3) A significant and unforeseen change in circumstances has
15 occurred in the local jurisdiction or jurisdictions that merits a
16 revision of the information submitted pursuant to subdivision (b)
17 of Section 65584.04. Appeals on this basis shall only be made by
18 the jurisdiction or jurisdictions where the change in circumstances
19 has occurred.

20 (c) At the close of the period for filing appeals pursuant to
21 subdivision (b), the council of governments or delegate subregion,
22 as applicable, shall notify all other local governments within the
23 region or delegate subregion and the department of all appeals and
24 shall make all materials submitted in support of each appeal
25 available on a publicly available internet website. Local
26 governments and the department may, within 45 days, comment
27 on one or more appeals. If no appeals are filed, the draft allocation
28 ~~shall be issued as the proposed final allocation plan pursuant to~~
29 ~~paragraph (2) of subdivision (e).~~ *may be adopted pursuant to*
30 *subdivision (g).*

31 (d) No later than 30 days after the close of the comment period,
32 and after providing all local governments within the region or
33 delegate subregion, as applicable, at least 21 days prior notice, the
34 council of governments or delegate subregion shall conduct one
35 public hearing to consider all appeals filed pursuant to subdivision
36 (b) and all comments received pursuant to subdivision (c).

37 (e) No later than 45 days after the public hearing pursuant to
38 subdivision (d), the council of governments or delegate subregion,
39 as applicable, shall do both of the following:

1 (1) Make a final determination that either accepts, rejects, or
2 modifies each appeal for a revised share filed pursuant to
3 subdivision (b). Final determinations shall be based upon the
4 information and methodology described in Section 65584.04 and
5 whether the revision is necessary to further the objectives listed
6 in subdivision (d) of Section 65584. The final determination shall
7 be in writing and shall include written findings as to how the
8 determination is consistent with this article. The final determination
9 on an appeal may require the council of governments or delegate
10 subregion, as applicable, to adjust the share of the regional housing
11 need allocated to one or more local governments that are not the
12 subject of an appeal.

13 (2) Issue a proposed final allocation plan.

14 (f) In the proposed final allocation plan, the council of
15 governments or delegate subregion, as applicable, shall adjust
16 allocations to local governments based upon the results of the
17 appeals process. If the adjustments total 7 percent or less of the
18 regional housing need determined pursuant to Section 65584.01,
19 or, as applicable, total 7 percent or less of the subregion's share
20 of the regional housing need as determined pursuant to Section
21 65584.03, then the council of governments or delegate subregion,
22 as applicable, shall distribute the adjustments proportionally to all
23 local governments. If the adjustments total more than 7 percent of
24 the regional housing need, then the council of governments or
25 delegate subregion, as applicable, shall develop a methodology to
26 distribute the amount greater than the 7 percent to local
27 governments. The total distribution of housing need shall not equal
28 less than the regional housing need, as determined pursuant to
29 Section 65584.01, nor shall the subregional distribution of housing
30 need equal less than its share of the regional housing need as
31 determined pursuant to Section 65584.03.

32 (g) Within 45 days after the issuance of the proposed final
33 allocation plan by the council of governments and each delegate
34 subregion, as applicable, the council of governments shall hold a
35 public hearing to adopt a final allocation plan. To the extent that
36 the final allocation plan fully allocates the regional share of
37 statewide housing need, as determined pursuant to Section
38 65584.01 and has taken into account all appeals, the council of
39 governments shall have final authority to determine the distribution
40 of the region's existing and projected housing need as determined

1 pursuant to Section 65584.01. The council of governments shall
2 submit its final allocation plan to the department within three days
3 of adoption. Within 30 days after the department’s receipt of the
4 final allocation plan adopted by the council of governments, the
5 department shall determine if the final allocation plan is consistent
6 with the existing and projected housing need for the region, as
7 determined pursuant to Section 65584.01. The department may
8 revise the determination of the council of governments if necessary
9 to obtain this consistency.

10 (h) Any authority of the council of governments to review and
11 revise the share of a city or county of the regional housing need
12 under this section shall not constitute authority to revise, approve,
13 or disapprove the manner in which the share of the city or county
14 of the regional housing need is implemented through its housing
15 program.

16 (i) Any time period in subdivision (d) or (e) may be extended
17 by a council of governments or delegate subregion, as applicable,
18 for up to 30 days.

19 (j) The San Diego Association of Governments may follow the
20 process in this section for the draft and final allocation plan for
21 the sixth revision of the housing element notwithstanding such
22 actions being carried out before the adoption of an updated regional
23 transportation plan and sustainable communities strategy.

24 *SEC. 5. Section 65584.06 of the Government Code, as added*
25 *by Section 5 of Chapter 948 of the Statutes of 2022, is amended*
26 *to read:*

27 65584.06. (a) For cities and counties without a council of
28 governments, the department shall determine and distribute the
29 existing and projected housing need, in accordance with Section
30 ~~65584~~ 65584, Section 65584.01, as applicable, and this section.
31 If the department determines that a county or counties, supported
32 by a resolution adopted by the board or boards of supervisors, and
33 a majority of cities within the county or counties representing a
34 majority of the population of the county or counties, possess the
35 capability and resources and has agreed to accept the responsibility,
36 with respect to its jurisdiction, for the distribution of the regional
37 housing need, the department shall delegate this responsibility to
38 the cities and county or counties.

39 (b) The distribution of regional housing need shall, based upon
40 available data and in consultation with the cities and counties, take

1 into consideration market demand for housing, the distribution of
2 household growth within the county assumed in the regional
3 transportation plan where applicable, employment opportunities
4 and commuting patterns, the availability of suitable sites and public
5 facilities, the needs of individuals and families experiencing
6 homelessness, agreements between a county and cities in a county
7 to direct growth toward incorporated areas of the county, or other
8 considerations as may be requested by the affected cities or
9 counties and agreed to by the department, including, but not limited
10 to, emergency evacuation route capacity, wildfire risk, sea level
11 rise, and other impacts caused by climate change. As part of the
12 allocation of the regional housing need, the department shall
13 provide each city and county with data describing the assumptions
14 and methodology used in calculating its share of the regional
15 housing need. Consideration of suitable housing sites or land
16 suitable for urban development is not limited to existing zoning
17 ordinances and land use restrictions of a locality, but shall include
18 consideration of the potential for increased residential development
19 under alternative zoning ordinances and land use restrictions. The
20 determination of available land suitable for urban development
21 may exclude lands where the Federal Emergency Management
22 Agency (FEMA) or the Department of Water Resources has
23 determined that the flood management infrastructure designed to
24 protect that land is not adequate to avoid the risk of flooding.

25 (c) Within 90 days following the department's determination
26 of a draft distribution of the regional housing need to the cities and
27 the county, a city or county may propose to revise the determination
28 of its share of the regional housing need in accordance with criteria
29 set forth in the draft distribution. The proposed revised share shall
30 be based upon comparable data available for all affected
31 jurisdictions, and accepted planning methodology, and shall be
32 supported by adequate documentation.

33 (d) (1) Within 60 days after the end of the 90-day time period
34 for the revision by the cities or county, the department shall accept
35 the proposed revision, modify its earlier determination, or indicate
36 why the proposed revision is inconsistent with the regional housing
37 need.

38 (2) If the department does not accept the proposed revision,
39 then, within 30 days, the city or county may request a public
40 hearing to review the determination.

1 (3) The city or county shall be notified within 30 days by
2 certified mail, return receipt requested, of at least one public
3 hearing regarding the determination.

4 (4) The date of the hearing shall be at least 10 but not more than
5 15 days from the date of the notification.

6 (5) Before making its final determination, the department shall
7 consider all comments received and shall include a written response
8 to each request for revision received from a city or county.

9 (e) If the department accepts the proposed revision or modifies
10 its earlier determination, the city or county shall use that share. If
11 the department grants a revised allocation pursuant to subdivision
12 (d), the department shall ensure that the total regional housing
13 need is maintained. The department’s final determination shall be
14 in writing and shall include information explaining how its action
15 is consistent with this section. If the department indicates that the
16 proposed revision is inconsistent with the regional housing need,
17 the city or county shall use the share that was originally determined
18 by the department. The department, within its final determination,
19 may adjust the allocation of a city or county that was not the subject
20 of a request for revision of the draft distribution.

21 (f) The department shall issue a final regional housing need
22 allocation for all cities and counties within 45 days of the
23 completion of the local review period.

24 (g) Statutory changes enacted after the date the department
25 issued a final determination pursuant to this section shall not be a
26 basis for a revision of the final determination.

27 (h) This section shall become operative on January 1, 2025.

28 *SEC. 6. Section 65588 of the Government Code is amended to*
29 *read:*

30 65588. (a) Each local government shall review its housing
31 element as frequently as appropriate to evaluate all of the
32 following:

33 (1) The appropriateness of the housing goals, objectives, and
34 policies in contributing to the attainment of the state housing goal.

35 (2) The effectiveness of the housing element in attainment of
36 the community’s housing goals and objectives.

37 (3) The progress of the city, county, or city and county in
38 implementation of the housing element.

1 (4) The effectiveness of the housing element goals, policies,
2 and related actions to meet the community's needs, pursuant to
3 paragraph (7) of subdivision (a) of Section 65583.

4 (b) The housing element shall be revised as appropriate, but no
5 less often than required by subdivision (e), to reflect the results of
6 this periodic review. Nothing in this section shall be construed to
7 excuse the obligations of the local government to adopt a revised
8 housing element in accordance with the schedule specified in this
9 section.

10 (c) The review and revision of housing elements required by
11 this section shall take into account any low- or moderate-income
12 housing provided or required pursuant to Section 65590.

13 (d) The review pursuant to subdivision (c) shall include, but
14 need not be limited to, the following:

15 (1) The number of new housing units approved for construction
16 within the coastal zone after January 1, 1982.

17 (2) The number of housing units for persons and families of
18 low or moderate income, as defined in Section 50093 of the Health
19 and Safety Code, required to be provided in new housing
20 developments either within the coastal zone or within three miles
21 of the coastal zone pursuant to Section 65590.

22 (3) The number of existing residential dwelling units occupied
23 by persons and families of low or moderate income, as defined in
24 Section 50093 of the Health and Safety Code, that have been
25 authorized to be demolished or converted since January 1, 1982,
26 in the coastal zone.

27 (4) The number of residential dwelling units for persons and
28 families of low or moderate income, as defined in Section 50093
29 of the Health and Safety Code, that have been required for
30 replacement or authorized to be converted or demolished as
31 identified in paragraph (3). The location of the replacement units,
32 either onsite, elsewhere within the locality's jurisdiction within
33 the coastal zone, or within three miles of the coastal zone within
34 the locality's jurisdiction, shall be designated in the review.

35 (e) Each city, county, and city and county shall revise its housing
36 element according to the following schedule:

37 (1) (A) Local governments within the regional jurisdiction of
38 the Southern California Association of Governments: June 30,
39 2006, for the fourth revision.

1 (B) Local governments within the regional jurisdiction of the
2 Association of Bay Area Governments: June 30, 2007, for the
3 fourth revision.

4 (C) Local governments within the regional jurisdiction of the
5 Council of Fresno County Governments, the Kern County Council
6 of Governments, and the Sacramento Area Council of
7 Governments: June 30, 2002, for the third revision, and June 30,
8 2008, for the fourth revision.

9 (D) Local governments within the regional jurisdiction of the
10 Association of Monterey Bay Area Governments: December 31,
11 2002, for the third revision, and June 30, 2009, for the fourth
12 revision.

13 (E) Local governments within the regional jurisdiction of the
14 San Diego Association of Governments: June 30, 2005, for the
15 fourth revision.

16 (F) All other local governments: December 31, 2003, for the
17 third revision, and June 30, 2009, for the fourth revision.

18 (2) (A) All local governments within a metropolitan planning
19 organization in a region classified as nonattainment for one or
20 more pollutants regulated by the federal Clean Air Act (42 U.S.C.
21 Sec. 7506), except those within the regional jurisdiction of the San
22 Diego Association of Governments, shall adopt the fifth revision
23 of the housing element no later than 18 months after adoption of
24 the first regional transportation plan to be adopted after September
25 30, 2010.

26 (B) (i) All local governments within the regional jurisdiction
27 of the San Diego Association of Governments shall adopt the fifth
28 revision of the housing element no later than 18 months after
29 adoption of the first regional transportation plan update to be
30 adopted after September 30, 2010.

31 (ii) Before or concurrent with the adoption of the fifth revision
32 of the housing element, each local government within the regional
33 jurisdiction of the San Diego Association of Governments shall
34 identify adequate sites in its inventory pursuant to Section 65583.2
35 or rezone adequate sites to accommodate a prorated portion of its
36 share of the regional housing need for the projection period
37 representing the period from July 1, 2010, to the deadline for
38 housing element adoption described in clause (i).

39 (I) For the fifth revision, a local government within the
40 jurisdiction of the San Diego Association of Governments that has

1 not adopted a housing element for the fourth revision by January
 2 1, 2009, shall revise its housing element not less than every four
 3 years, beginning on the date described in clause (i), in accordance
 4 with paragraph (4), unless the local government does both of the
 5 following:

6 (ia) Adopts a housing element for the fourth revision no later
 7 than March 31, 2010, that is in substantial compliance with this
 8 article.

9 (ib) Completes any rezoning contained in the housing element
 10 program for the fourth revision by June 30, 2010.

11 (II) A local government within the jurisdiction of the San Diego
 12 Association of Governments shall adopt the sixth revision of the
 13 housing element on or before April 30, 2021, using the final
 14 housing allocation adopted by the San Diego Association of
 15 Governments on or before November 1, 2019, although such action
 16 will not be carried out concurrently with adoption of an updated
 17 regional transportation plan and sustainable communities strategy.

18 (III) All local governments within the jurisdiction of the San
 19 Diego Association of Governments shall adopt the seventh revision
 20 of the housing element no later than 18 months after the San Diego
 21 Association of Governments adopts its first regional transportation
 22 plan update in 2029.

23 (IV) For the eighth and subsequent revisions, a local government
 24 within the jurisdiction of the San Diego Association of
 25 Governments shall be subject to the dates described in clause (i),
 26 in accordance with paragraph (4).

27 (C) All local governments within the regional jurisdiction of a
 28 metropolitan planning organization or a regional transportation
 29 planning agency that has made an election pursuant to
 30 subparagraph (L) of paragraph (2) of subdivision (b) of Section
 31 65080 by June 1, 2009, shall adopt the fifth revision of the housing
 32 element no later than 18 months after adoption of the first regional
 33 transportation plan update following the election.

34 (D) All other local governments shall adopt the fifth revision
 35 of the housing element five years after the date specified in
 36 paragraph (1).

37 (3) Subsequent revisions of the housing element shall be due
 38 as follows:

39 (A) For local governments described in subparagraphs (A), (B),
 40 and (C) of paragraph (2), 18 months after adoption of every second

1 regional transportation plan update, provided that the deadline for
2 adoption is no more than eight years later than the deadline for
3 adoption of the previous eight-year housing element, or as
4 otherwise provided in law.

5 (B) For all other local governments, at five-year intervals after
6 the date specified in subparagraph (D) of paragraph (2).

7 (C) If a metropolitan planning organization or a regional
8 transportation planning agency subject to the five-year revision
9 interval in subparagraph (B) makes an election pursuant to
10 subparagraph (M) of paragraph (2) of subdivision (b) of Section
11 65080 after June 1, 2009, all local governments within the regional
12 jurisdiction of that entity shall adopt the next housing element
13 revision no later than 18 months after adoption of the first regional
14 transportation plan update following the election. Subsequent
15 revisions shall be due 18 months after adoption of every second
16 regional transportation plan update, provided that the deadline for
17 adoption is no more than eight years later than the deadline for
18 adoption of the previous eight-year housing element.

19 (4) (A) A local government that does not adopt a housing
20 element within 120 days of the applicable deadline described in
21 subparagraph (A), (B), or (C) of paragraph (2) or subparagraph
22 (A) or (C) of paragraph (3) shall revise its housing element not
23 less than every four years until the due date for the sixth revision.
24 The adoption of a sixth revision housing element that the
25 department finds to be in substantial compliance with this article
26 pursuant to Section 65585 shall be deemed to satisfy any obligation
27 to adopt a four-year housing element, and a four-year housing
28 element revision shall not be subsequently required.

29 (B) The deadline for adoption of every four-year revision shall
30 be the same as the deadline for adoption for other local
31 governments within the region.

32 (C) (i) For the adoption of the sixth revision and each
33 subsequent revision, a local government that does not adopt a
34 housing element that the department has found to be in substantial
35 compliance with this article within 120 days of the applicable
36 deadline described in subparagraph (A) or (C) of paragraph (3)
37 shall comply with subparagraph (A) of paragraph (1) of subdivision
38 (c) of Section 65583 and subdivision (c) of Section 65583.2 within
39 one year of the statutory deadline to revise the housing element.

1 (ii) If a jurisdiction subject to this subparagraph fails to complete
 2 the required rezoning within the time period required, the
 3 jurisdiction's adopted housing element shall be subject to
 4 subdivision (i) of Section 65585.

5 (iii) A jurisdiction that adopts a housing element more than one
 6 year after the statutory deadline described in subparagraph (A) or
 7 (C) of paragraph (3) shall not be found in substantial compliance
 8 with this article until it has completed the rezoning required by
 9 subparagraph (A) of paragraph (1) of subdivision (c) of Section
 10 65583 and subdivision (c) of Section 65583.2.

11 (5) The metropolitan planning organization or a regional
 12 transportation planning agency for a region that has an eight-year
 13 revision interval pursuant to paragraph (3) shall notify the
 14 department and the Department of Transportation in writing of the
 15 estimated adoption date for its next regional transportation plan
 16 update at least 12 months before the estimated adoption date. The
 17 Department of Transportation shall maintain and publish on its
 18 internet website a current schedule of the estimated regional
 19 transportation plan adoption dates. The department shall maintain
 20 and publish on its internet website a current schedule of the
 21 estimated and actual housing element due dates. Each council of
 22 governments shall publish on its internet website the estimated
 23 and actual housing element due dates, as published by the
 24 department, for the jurisdictions within its region and shall send
 25 notice of these dates to interested parties. For purposes of
 26 determining the existing and projected need for housing within a
 27 region pursuant to Sections 65584 to 65584.07, inclusive, the date
 28 of the next scheduled revision of the housing element shall be
 29 deemed to be the estimated adoption date of the regional
 30 transportation plan update described in the notice provided to the
 31 Department of Transportation plus ~~18 months~~ *months, provided*
 32 *that date is no more than eight years later than the deadline for*
 33 *adoption of the previous eight-year housing element.*

34 (6) The new projection period shall begin on the date of
 35 December 31 or June 30 that most closely precedes the end of the
 36 previous projection period.

37 (f) For purposes of this article, the following terms have the
 38 following meanings:

39 (1) "Planning period" shall be the time period between the due
 40 date for one housing element and the due date for the next housing

1 element for each revision according to the applicable schedule
2 described in paragraphs (2) and (3) of subdivision (e).

3 (2) “Projection period” shall be the time period for which the
4 regional housing need is calculated.

5 (g) For purposes of this section, “regional transportation plan
6 update” shall mean a regional transportation plan adopted to satisfy
7 the requirements of subdivision (d) of Section 65080.

8 *SEC. 7. The Legislature finds and declares that revising the*
9 *housing needs assessment to combat the state’s housing crisis is*
10 *a matter of statewide concern and is not a municipal*
11 *affair as that term is used in Section 5 of Article XI of the*
12 *California Constitution. Therefore, Sections 1, 3, 4, 5, and 6 of*
13 *this act amending Sections 65584.01, 65584.04, 65584.05,*
14 *65584.06, and 65588 of the Government Code shall apply to all*
15 *cities, including charter cities.*

16 *SEC. 8. No reimbursement is required by this act pursuant to*
17 *Section 6 of Article XIII B of the California Constitution because*
18 *a local agency or school district has the authority to levy service*
19 *charges, fees, or assessments sufficient to pay for the program or*
20 *level of service mandated by this act, within the meaning of Section*
21 *17556 of the Government Code.*

22 ~~SECTION 1. Section 65400 of the Government Code is~~
23 ~~amended to read:~~

24 ~~65400. (a) After the legislative body has adopted all or part~~
25 ~~of a general plan, the planning agency shall do both of the~~
26 ~~following:~~

27 ~~(1) Investigate and make recommendations to the legislative~~
28 ~~body regarding reasonable and practical means for implementing~~
29 ~~the general plan or element of the general plan so that it will serve~~
30 ~~as an effective guide for orderly growth and development,~~
31 ~~preservation and conservation of open-space land and natural~~
32 ~~resources, and the efficient expenditure of public funds relating to~~
33 ~~the subjects addressed in the general plan.~~

34 ~~(2) Provide by April 1 of each year an annual report to the~~
35 ~~legislative body, the Office of Planning and Research, and the~~
36 ~~Department of Housing and Community Development that includes~~
37 ~~all of the following:~~

38 ~~(A) The status of the plan and progress in its implementation.~~

39 ~~(B) (i) The progress in meeting its share of regional housing~~
40 ~~needs determined pursuant to Section 65584, including the need~~

1 for extremely low income households, as determined pursuant to
 2 paragraph (1) of subdivision (a) of Section 65583, and local efforts
 3 to remove governmental constraints to the maintenance,
 4 improvement, and development of housing pursuant to paragraph
 5 (3) of subdivision (c) of Section 65583.

6 (ii) ~~The housing element portion of the annual report, as required~~
 7 ~~by this paragraph, shall be prepared through the use of standards,~~
 8 ~~forms, and definitions adopted by the Department of Housing and~~
 9 ~~Community Development. The department may review, adopt,~~
 10 ~~amend, and repeal the standards, forms, or definitions to implement~~
 11 ~~this article. Any standards, forms, or definitions adopted to~~
 12 ~~implement this article shall not be subject to Chapter 3.5~~
 13 ~~(commencing with Section 11340) of Part 1 of Division 3 of Title~~
 14 ~~2. Before and after adoption of the forms, the housing element~~
 15 ~~portion of the annual report shall include a section that describes~~
 16 ~~the actions taken by the local government towards completion of~~
 17 ~~the programs and status of the local government's compliance with~~
 18 ~~the deadlines in its housing element. The report shall be considered~~
 19 ~~at an annual public meeting before the legislative body where~~
 20 ~~members of the public shall be allowed to provide oral testimony~~
 21 ~~and written comments.~~

22 (iii) ~~The report may include the number of units that have been~~
 23 ~~completed pursuant to subdivision (c) of Section 65583.1. For~~
 24 ~~purposes of this paragraph, committed assistance may be executed~~
 25 ~~throughout the planning period, and the program under paragraph~~
 26 ~~(1) of subdivision (c) of Section 65583.1 shall not be required.~~
 27 ~~The report shall document how the units meet the standards set~~
 28 ~~forth in that subdivision.~~

29 (iv) ~~The planning agency shall include the number of units in~~
 30 ~~a student housing development for lower income students for which~~
 31 ~~the developer of the student housing development was granted a~~
 32 ~~density bonus pursuant to subparagraph (F) of paragraph (1) of~~
 33 ~~subdivision (b) of Section 65915.~~

34 (C) ~~The number of housing development applications received~~
 35 ~~in the prior year, including whether each housing development~~
 36 ~~application is subject to a ministerial or discretionary approval~~
 37 ~~process.~~

38 (D) ~~The number of units included in all development~~
 39 ~~applications in the prior year.~~

1 ~~(E) The number of units approved and disapproved in the prior~~
2 ~~year.~~

3 ~~(F) The degree to which its approved general plan complies~~
4 ~~with the guidelines developed and adopted pursuant to Section~~
5 ~~65040.2 and the date of the last revision to the general plan.~~

6 ~~(G) A listing of sites rezoned to accommodate that portion of~~
7 ~~the city's or county's share of the regional housing need for each~~
8 ~~income level that could not be accommodated on sites identified~~
9 ~~in the inventory required by paragraph (1) of subdivision (c) of~~
10 ~~Section 65583 and Section 65584.09. The listing of sites shall also~~
11 ~~include any additional sites that may have been required to be~~
12 ~~identified by Section 65863.~~

13 ~~(H) (i) The number of units of housing demolished and new~~
14 ~~units of housing that have been issued a completed entitlement, a~~
15 ~~building permit, or a certificate of occupancy, thus far in the~~
16 ~~housing element cycle. The number of units of housing demolished~~
17 ~~and new units of housing shall include rental housing, for-sale~~
18 ~~housing, and any units that the County of Napa or the City of Napa~~
19 ~~may report pursuant to an agreement entered into pursuant to~~
20 ~~Section 65584.08. That production report shall do all the following:~~

21 ~~(I) For each unit of housing include the income category, by~~
22 ~~area median income category, that each unit of housing satisfies,~~
23 ~~including extremely low income households as defined by Section~~
24 ~~50106 of the Health and Safety Code.~~

25 ~~(II) For each income category described in this subparagraph,~~
26 ~~distinguish between the number of rental housing units and the~~
27 ~~number of for-sale units that satisfy each income category.~~

28 ~~(III) For each entitlement, building permit, or certificate of~~
29 ~~occupancy, include a unique site identifier that must include the~~
30 ~~assessor's parcel number, but may also include street address, or~~
31 ~~other identifiers.~~

32 ~~(ii) For the County of Napa and the City of Napa, the production~~
33 ~~report may report units identified in the agreement entered into~~
34 ~~pursuant to Section 65584.08.~~

35 ~~(I) The number of applications submitted pursuant to subdivision~~
36 ~~(a) of Section 65913.4, the location and the total number of~~
37 ~~developments approved pursuant to subdivision (c) of Section~~
38 ~~65913.4, the total number of building permits issued pursuant to~~
39 ~~subdivision (c) of Section 65913.4, the total number of units~~
40 ~~including both rental housing and for-sale housing by area median~~

1 ~~income category constructed using the process provided for in~~
 2 ~~subdivision (e) of Section 65913.4.~~

3 ~~(J) If the city or county has received funding pursuant to the~~
 4 ~~Local Government Planning Support Grants Program (Chapter 3.1~~
 5 ~~(commencing with Section 50515) of Part 2 of Division 31 of the~~
 6 ~~Health and Safety Code), the information required pursuant to~~
 7 ~~subdivision (a) of Section 50515.04 of the Health and Safety Code.~~

8 ~~(K) The progress of the city or county in adopting or amending~~
 9 ~~its general plan or local open-space element in compliance with~~
 10 ~~its obligations to consult with California Native American tribes,~~
 11 ~~and to identify and protect, preserve, and mitigate impacts to~~
 12 ~~places, features, and objects described in Sections 5097.9 and~~
 13 ~~5097.993 of the Public Resources Code, pursuant to Chapter 905~~
 14 ~~of the Statutes of 2004.~~

15 ~~(L) The following information with respect to density bonuses~~
 16 ~~granted in accordance with Section 65915:~~

17 ~~(i) The number of density bonus applications received by the~~
 18 ~~city or county.~~

19 ~~(ii) The number of density bonus applications approved by the~~
 20 ~~city or county.~~

21 ~~(iii) Data from all projects approved to receive a density bonus~~
 22 ~~from the city or county, including, but not limited to, the percentage~~
 23 ~~of density bonus received, the percentage of affordable units in~~
 24 ~~the project, the number of other incentives or concessions granted~~
 25 ~~to the project, and any waiver or reduction of parking standards~~
 26 ~~for the project.~~

27 ~~(M) The following information with respect to each application~~
 28 ~~submitted pursuant to Chapter 4.1 (commencing with Section~~
 29 ~~65912.100):~~

30 ~~(i) The location of the project.~~

31 ~~(ii) The status of the project, including whether it has been~~
 32 ~~entitled, whether a building permit has been issued, and whether~~
 33 ~~or not it has been completed.~~

34 ~~(iii) The number of units in the project.~~

35 ~~(iv) The number of units in the project that are rental housing.~~

36 ~~(v) The number of units in the project that are for-sale housing.~~

37 ~~(vi) The household income category of the units, as determined~~
 38 ~~pursuant to subdivision (f) of Section 65584.~~

39 ~~(b) (1) (A) The department may request corrections to the~~
 40 ~~housing element portion of an annual report submitted pursuant~~

1 to paragraph (2) of subdivision (a) within 90 days of receipt. A
2 planning agency shall make the requested corrections within 30
3 days after which the department may reject the report if the report
4 is not in substantial compliance with the requirements of that
5 paragraph.

6 (B) If the department rejects the housing element portion of an
7 annual report as authorized by subparagraph (A), the department
8 shall provide the reasons the report is inconsistent with paragraph
9 (2) of subdivision (a) to the planning agency in writing.

10 (2) If a court finds, upon a motion to that effect, that a city,
11 county, or city and county failed to submit, within 60 days of the
12 deadline established in this section, the housing element portion
13 of the report required pursuant to subparagraph (B) of paragraph
14 (2) of subdivision (a) that substantially complies with the
15 requirements of this section, the court shall issue an order or
16 judgment compelling compliance with this section within 60 days.
17 If the city, county, or city and county fails to comply with the
18 court's order within 60 days, the plaintiff or petitioner may move
19 for sanctions, and the court may, upon that motion, grant
20 appropriate sanctions. The court shall retain jurisdiction to ensure
21 that its order or judgment is carried out. If the court determines
22 that its order or judgment is not carried out within 60 days, the
23 court may issue further orders as provided by law to ensure that
24 the purposes and policies of this section are fulfilled. This
25 subdivision applies to proceedings initiated on or after the first
26 day of October following the adoption of forms and definitions by
27 the Department of Housing and Community Development pursuant
28 to paragraph (2) of subdivision (a), but no sooner than six months
29 following that adoption.

30 (e) The Department of Housing and Community Development
31 shall post a report submitted pursuant to this section on its internet
32 website within a reasonable time of receiving the report.

33 SEC. 2. No reimbursement is required by this act pursuant to
34 Section 6 of Article XIII B of the California Constitution because
35 a local agency or school district has the authority to levy service
36 charges, fees, or assessments sufficient to pay for the program or
37 level of service mandated by this act, within the meaning of Section
38 17556 of the Government Code.

O

Date of Hearing: June 26, 2024

ASSEMBLY COMMITTEE ON LOCAL GOVERNMENT

Juan Carrillo, Chair

SB 7 (Blakespear) – As Amended June 10, 2024

SENATE VOTE: Not Relevant.

SUBJECT: Regional housing need: determination.

SUMMARY: Makes a number of technical changes to the regional housing needs determination (RHND) process conducted by the Department of Housing and Community Development (HCD) and the regional housing needs allocation (RHNA) process conducted by HCD or Councils of Governments (COGs). Specifically, **this bill:**

- 1) Prohibits a city or county from filing an objection to the RHND in regions in which HCD is required to act as the COG and distribute the RHND.
- 2) Repeals provisions that allow HCD to use an alternative process to determine the existing and projected need for housing for a region.
- 3) Requires a COG or delegate subregion to solicit participation by household with special housing needs, as defined, in the development of the proposed methodology for distributing the RHNA.
- 4) Allows HCD to review a COG or delegate subregion's adopted methodology for distributing the RHNA and report its findings to the COG or delegate subregion within 45 days of adoption, rather than 90 days in existing law.
- 5) Allows a COG to distribute a draft RHNA allocation plan to each local government in the region or subregion and to HCD, and to publish the draft allocation on its website, upon adoption of the final methodology reviewed and adopted by HCD.
- 6) Requires HCD, in regions without a COG where HCD must distribute the RHND, to act in accordance with the process for determining the existing and projected need for housing for regions with a COG.
- 7) Requires, for purposes of the RHND, the date of the next scheduled revision of the housing element to be deemed to be the estimated adoption date of the regional transportation plan (RTP) update described in the notice provided to the Department of Transportation plus 18 months, provided that the date is no more than eight years later than the deadline for adoption of the previous eight-year housing element.
- 8) Finds and declares that revising the housing needs assessment to combat the state's housing crisis is a matter of statewide concern; therefore the bill applies to all cities, including charter cities.
- 9) Provides that no reimbursement is required by this bill because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this bill.

EXISTING LAW:

- 1) Provides that each community's fair share of housing be determined through the RHND/RHNA process. Sets out the process as follows: (a) Department of Finance (DOF) and HCD develop regional housing needs estimates; (b) COGs allocate housing within each region based on these determinations, and where a COG does not exist, HCD conducts the allocations; and (c) cities and counties incorporate these allocations into their housing elements. [Government (GOV) § 65584 and 65584.01]
- 2) Requires HCD, in consultation with each COG, to determine the RHND for each region using population projections produced by DOF and regional population forecasts used in preparing RTP updates, in consultation with each COG. (GOV § 65584.01(a))
- 3) Requires HCD, at least 26 months prior to the housing element adoption deadline for the region and prior to developing the existing and projected housing need for a region, to meet and consult with the COG regarding the assumptions and methodology to be used by HCD to determine the RHND. Requires the COG to provide data assumptions from their projections, including, if available, the following data for the region:
 - a) Anticipated household growth associated with projected population increases;
 - b) Household size data and trends in household size;
 - c) The percentage of households that are overcrowded, as defined, and the overcrowding rate for a comparable housing market, as defined;
 - d) The rate of household formation, or headship rates, based on age, gender, ethnicity, or other established demographic measures;
 - e) The vacancy rates in existing housing stock, and the vacancy rates for healthy housing market functioning and regional mobility, as well as housing replacement needs, as specified;
 - f) Other characteristics of the composition of the projected population;
 - g) The relationship between jobs and housing, including any imbalance between jobs and housing;
 - h) The percentage of households that are cost burdened and the rate of housing cost burden for a healthy housing market, as defined; and
 - i) The loss of units during a declared state of emergency during the planning period immediately preceding the relevant housing element cycle that have yet to be rebuilt or replaced at the time of the data request. [GOV § 65584.01(b)(1)]
- 4) Requires HCD, after consultation with the COG, to make a determination of the region's existing and projected housing need based upon the assumptions and methodology determined in 3). Requires the RHND to reflect the achievement of a feasible balance between jobs and housing within the region using the regional employment projections in the applicable regional transportation plan. [GOV § 65584.01(c)(1)]

- 5) Requires HCD to determine the RHND for each region at least two years prior to the scheduled revision of the housing element, and requires the appropriate COG, or HCD for cities and counties without a COG, to adopt a final RHNA that allocates a share of the regional housing need to each city, county, or city and county at least one year prior to the scheduled revision for the region. [GOV § 65584(b)]
- 6) Allows HCD to determine the RHND by subregion as an alternative to 2) through 5). (GOV § 65584.02)
- 7) Requires each COG or delegate subregion, at least two years before a scheduled revision of the housing element, to develop, in consultation with HCD, a proposed methodology for distributing the RHNA to cities, counties, and cities and counties within the region or subregion. [GOV § 65584.04(a)]
- 8) Requires each COG or delegate subregion, at least one and one-half years before a scheduled revision of the housing element, to distribute a draft RHNA allocation plan to each local government in the region or subregion, and HCD, based on the methodology in 6) above, and publish the draft allocation on its website. [GOV § 65584.05(a)]
- 9) Requires each city and county to adopt a housing element, which must contain specified information, programs, and objectives, including:
 - a) An assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs, including a quantification of the locality's existing and projected housing needs for all income levels; an inventory of land suitable and available for residential development; an analysis of potential and actual governmental and nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels; and a demonstration of local efforts to remove constraints that hinder the locality from meeting its share of the regional housing need, among other things;
 - b) A statement of the community's goals, quantified objectives, and policies relative to affirmatively furthering fair housing and to the maintenance, preservation, improvement, and development of housing; and
 - c) A program that sets forth a schedule of actions during the planning period, and timelines for implementation, that the local government is undertaking to implement the policies and achieve the goals and objectives of the housing element, including actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the local government's share of RHNA for each income level that could not be accommodated on sites identified in the sites inventory without rezoning, among other things. [GOV § 65583(a)-(c)]

FISCAL EFFECT: This bill is keyed fiscal and contains a state mandated local program.

COMMENTS:

- 1) **Bill Summary.** Existing law requires HCD, in consultation with the COG, to determine the existing and projected need of housing for each region as specified in Planning and Zoning Law. Not all regions of the state have COGs, in these cases, HCD provides the RHND. This bill prohibits a city or county from filing an objection to the RHND when HCD acts as a COG and provides the RHND. This bill strikes the provision in existing law that allows RHNDs to be determined for sub-regions.

SB 7 expands solicitation requirements to include specified households with special housing needs. The bill would also reduce the time allotted for the department to report its findings regarding the adopted allocation methodology from 90 days to 45 days. Additionally, the bill authorizes a council of government to distribute the draft allocation plan upon adoption of the final methodology reviewed and adopted by the department under certain circumstances.

This bill is sponsored by the Inner City Law Center.

- 2) **Author's Statement.** According to the author, "SB 7 will make minor improvements to the Regional Housing Needs Allocation (RHNA) development process. These improvements were recommended to the Legislature by the written findings of the Department of Housing and Community Development regarding its RHNA evaluation, as can be found in its March 2024 report, *California's Housing Future 2040: The Next RHNA*. California is suffering from a housing shortage that has been decades in the making. Between 2010 and 2023, homelessness increased approximately 47 percent. 40 percent of Californians pay more than 30 percent of their income to their monthly housing costs. This state of affairs is the direct result of the state's failure to maintain an overall rate of housing production proportional to the growth of its economy and population.

"The state and Councils of Governments, with input from cities, counties, and the general public, have the responsibility to periodically determine how many housing units local governments should plan for and permit to meet projected housing needs. This is known as the RHNA process. Local governments have the sole authority and responsibility to plan for and permit, at minimum, the housing units they are assigned by RHNA. SB 7 will create changes to RHNA statute that will increase participation of people with special housing needs in the RHNA methodology development process, make RHNA statute consistent with how it is applied, and simplify steps in the process required by statute. This will strengthen the development process of future regional allocations."

- 3) **Adoption and Implementation of Housing Elements.** One important tool in addressing the state's housing crisis is to ensure that all of the state's 539 cities and counties appropriately plan for new housing. Such planning is required through the housing element of each community's General Plan, which outlines a long-term plan for meeting the community's existing and projected housing needs. Cities and counties are required to update their housing elements every eight years in most of the high population parts of the state, and five years in areas with smaller populations. Localities must adopt a legally valid housing element by their statutory deadline for adoption. Failure to do so can result in certain escalating penalties, including exposure to the "builder's remedy" – meaning the jurisdiction cannot use its zoning or general plan standards to disapprove any housing project that meets certain affordability requirements – as well as public or private lawsuits, financial penalties, potential loss of

permitting authority, or even court receivership.

Among other things, the housing element must demonstrate how the community plans to accommodate its share of its RHNA, which is a figure determined by HCD through a demographic analysis of housing needs, existing housing stock, and population projections in consultation with DOF and the COG. HCD establishes its determination of each COG's regional housing targets across the state for the next five- or eight-year planning cycle. Each COG (or in some areas, HCD acting directly as COG) then sub-allocates the RHNA to each local government within the COG's jurisdiction, and in turn each jurisdiction uses its housing element to show how it will accommodate that number of new housing units, split out by income level and with a focus on certain special needs housing types and on affirmatively furthering fair housing.

- 4) **RHND/RHNA Methodology.** The RHND/RHNA process is used to determine how many new homes, and the affordability level of those homes, each local government must plan for in its housing element to cover the duration of the next eight-year planning cycle. The RHND is assigned at the COG level, while RHNA is suballocated to subregions of the COG or directly to local governments. RHNA is assigned via four income categories: very low-income (0-50% of AMI), low-income (50-80% of AMI), moderate income (80-120% of AMI), and above moderate income (120% or more of AMI).

The cycle begins with HCD and the Department of Finance (DOF) projecting new RHND numbers every five or eight years, depending on the region. DOF produces population projections and the COG also develops projections during its RTP forecast. Then, 26 months before the housing element due date for the region, HCD must meet and consult with the COG and share the data assumptions and methodology that they will use to produce the RHND. The COG provides HCD with its own regional data on several criteria, including:

- a) Anticipated household growth associated with projected population increases;
- b) Household size data and trends in household size;
- c) The percentage of households that are overcrowded, as defined, and the overcrowding rate for a comparable housing market, as defined;
- d) The rate of household formation, or headship rates, based on age, gender, ethnicity, or other established demographic measures;
- e) The vacancy rates in existing housing stock, and the vacancy rates for healthy housing market functioning and regional mobility, as well as housing replacement needs, as specified;
- f) Other characteristics of the composition of the projected population;
- g) The relationship between jobs and housing, including any imbalance between jobs and housing;
- h) The percentage of households that are cost burdened and the rate of housing cost burden for a healthy housing market, as defined; and

- i) The loss of units during a declared state of emergency during the planning period immediately preceding the relevant housing element cycle that have yet to be rebuilt or replaced at the time of the data request.

HCD can take this information and use it to modify its own methodology, if it agrees with the data the COG produced, or can reject it if there are other factors or data that HCD feels is better or more accurate. Then, after a consultation with the COG, HCD makes written determinations on the data it is using for each of the factors bulleted above, and provides that information in writing to the COG. HCD uses that data to produce the final RHND. The COG must then take the RHND and create an allocation methodology that is intended to distribute the housing need equitably amongst all the local governments in its region. The RHNA methodology is statutorily obligated to further all of the following objectives:

- a) Increase the housing supply and mix of housing types, tenure, and affordability in all cities and counties within the regional in an equitable manner, which must result in each jurisdiction receiving an allocation of units for low- and very low-income households;
- b) Promote infill development, socioeconomic equity, the protection of environmental and agricultural resources, and achievement of regional climate change reduction targets;
- c) Promote an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction;
- d) Allocate a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category; and
- e) Affirmatively further fair housing.

In past housing element cycles, RHNA had been criticized as being a political rather than a methodologically sound, data-driven process. In the past, jurisdictions with a higher share of wealthier, whiter residents were more likely to have received lower allocations of moderate and lower income housing, while more diverse cities sometimes received higher allocations of those categories. The Legislature made a number of changes to the RHND, RHNA, and housing element process over the past several years to strengthen the law and restrict the ability of jurisdictions to evade their housing obligations.

This bill makes a number of technical modifications to the RHND/RHNA process, as recently recommended in HCD's April 2024 report, "California's Housing Future 2040: The Next Regional Housing Needs Allocation."

- 5) **Related Legislation.** AB 2485 (Juan Carrillo) of the current legislative session would require HCD to take certain actions in determining the existing and projected housing need for each region through the RHND process. AB 2485 is currently pending before the Senate Housing Committee.

AB 2597 (Ward) of the current legislative session would modify future housing element due dates for the Southern California Association of Governments by creating two split phases of adoption due dates and shorten timelines for COGs to review appeals to the RHNA allocation plan. This bill is currently pending before the Senate Housing Committee.

- 6) **Previous Legislation.** SB 828 (Wiener), Chapter 974, Statutes of 2018: Made a number of changes to the RHND and RHNA process, including adding more specificity to certain information regarding overcrowding rates, vacancy rates, and adding a requirement to include data on the percentage of cost burdened households in the RHND.
- 7) **Arguments in Support.** The California Apartment Association writes in support, “Given California’s housing crisis, it has never been more imperative for local governments to make meaningful progress towards meeting their community’s fair share of housing. SB 7 is a commonsense solution because it requires local governments without a council of governments to accept HCD’s projected housing need without undue delays that an appeals process would bring. This will avoid one way housing production is slowed down – the failure of local governments to adequately account for their share of their regional housing needs. That way developers can then utilize one of the many of the streamlining tools to get California’s housing production back on track.”
- 8) **Arguments in Opposition.** An individual wrote in opposition, “The provisions in this bill are actually monumental changes to the RHNA process that will subject cities and other jurisdictions to enhanced unsupported discretionary, arbitrary, and gratuitous allocations of housing units based on special interest lobbying with the only outcomes being opportunistic profiteering by developers and the meaningless destruction of neighborhoods, their open spaces and commercial infrastructure. Moreover, this bill strips these jurisdictions of their ability to appeal defectively determined allocations (Legislative Counsel's Digest ¶2).”
- 9) **Double-Referral.** This bill was double-referred to the Assembly Housing and Community Development Committee, where it passed on a 7-1 vote on June 19, 2024.

REGISTERED SUPPORT / OPPOSITION:

Support

Inner City Law Center (Sponsor)
California Apartment Association
Valley Industry and Commerce Association (VICA)

Opposition

1 Individual

Analysis Prepared by: Linda Rios / L. GOV. / (916) 319-3958

April 14, 2023

The Honorable Anna Caballero
Chair, Senate Governance and Finance Committee
State Capitol, Room 407
Sacramento, CA 95814

RE: SB 7 (Blakespear) The Homeless Housing Obligation Act
Notice of Concerns *(As Amended 04/19/23)*

Dear Senator Caballero,

The League of California Cities (Cal Cities) writes to express **concerns** regarding **SB 7 (Blakespear)**, which would create a new and uncertain housing obligation for cities and counties.

Specifically, SB 7 would require local governments to plan for and provide housing for homeless individuals within its jurisdiction based on point-in-time (PIT) counts. This obligation is duplicative of existing housing element law, which already requires cities to assess the need for emergency shelter based on the most recent PIT count and assist in developing adequate housing to meet the needs of extremely low-income households. Housing element law also currently requires cities to identify sites and encourage the development of a variety of housing, including supportive housing and transitional housing. Rather than duplicate existing planning efforts, the Legislature should focus on providing funding directly to cities to realize these plans and spur much needed development.

A recent [statewide survey](#) by Cal Cities underscores why ongoing funding is essential to helping cities serve those experiencing homelessness. According to the survey results, 84% of cities have implemented programs to address homelessness. Nearly 90% of cities have fiscal concerns over providing existing homelessness services long term. Further, 1 in 4 cities reported that they have reduced funding from other non-related city programs to fund homelessness programs and services.

Despite this evidence that cities are working diligently to address homelessness, the number of individuals entering homelessness is outpacing efforts by local governments to support individuals transitioning out of homelessness.

Cal Cities appreciates the author's recognition that funding is needed to support cities in addressing the state's homelessness crisis. However, SB 7 lacks critical details about the funding source and the administration of the proposed Housing Obligation Fund. Cal Cities urges the author to clearly identify an ongoing source of funding and determine how these dollars will be allocated. Given the potential of billions of dollars in

Attachment 3



costs to local governments to implement SB 7, cities that do not receive state funding can not be expected to fulfill this new obligation.

For these reasons, Cal Cities **has concerns regarding SB 7 (Blakespear)** and looks forward to working with the author to bolster local government efforts to support our most vulnerable residents and ensure California's economic strength. If you have any questions, do not hesitate to contact me at ccirincione@calcities.org.

Sincerely,

A handwritten signature in blue ink that reads "Caroline Cirrincione".

Caroline Cirrincione
Legislative Affairs, Lobbyist

cc: The Honorable Catherine Blakespear
Members, Senate Governance and Finance Committee
Jonathan Peterson, Consultant, Senate Governance and Finance Committee
Ryan Eisberg, Policy Consultant, Senate Republican Caucus



CITY of CLOVIS
— CLOVIS CITY COUNCIL —

August 6, 2024

The Honorable Catherine Blakespear
California State Senate
State Capitol, Room 7340
Sacramento, CA 95814

Dear Senator Blakespear,

Subject: Opposition to Senate Bill 7 – The Homeless Housing Obligation Act

The City of Clovis respectfully submits this letter to express our opposition to Senate Bill 7, also known as the Homeless Housing Obligation Act. While we acknowledge and share the concern over California's homelessness crisis, we believe that SB 7 poses significant challenges and potential negative impacts on our community that need to be addressed.

1. Unfunded Mandates and Financial Burden

SB 7 imposes substantial new responsibilities on cities and counties to provide housing for all homeless individuals within their jurisdictions without offering adequate state funding to support these mandates. The proposed Homeless Housing Obligation Fund, while a step in the right direction, may not sufficiently cover the extensive costs associated with developing, maintaining, and operating new housing facilities. This places an undue financial burden on local governments, which may already be struggling with budget constraints.

2. One-Size-Fits-All Approach

California's cities and counties are diverse, each with unique challenges and capacities. A one-size-fits-all mandate does not take into consideration the varying local conditions, resources, and existing efforts to address homelessness. Clovis has been actively working on local solutions that best fit our community's needs. SB 7 could disrupt these localized strategies by imposing rigid state requirements that may not be feasible or effective in our context.

3. Local Control and Flexibility

We believe that local governments are in the best position to understand and address the specific needs of their homeless populations. SB 7's prescriptive approach undermines local control and

flexibility, which are crucial for developing innovative and tailored solutions. The City of Clovis urges the Legislature to consider alternative approaches that empower and support local governments rather than imposing top-down mandates.

4. Regional Coordination and Collaboration

While we appreciate the bill's emphasis on regional planning and coordination, SB 7 does not adequately address the complexities of regional collaboration. Effective regional planning requires substantial coordination, cooperation, and resource-sharing among various jurisdictions, which can be challenging to achieve under the bill's current framework.

5. Potential Unintended Consequences

Imposing strict housing obligations without adequate planning and support could lead to unintended consequences, such as increased displacement or concentration of homeless populations in certain areas. It is crucial to ensure that any legislative measures are thoughtfully designed to avoid exacerbating existing issues and creating new challenges.

In conclusion, while the City of Clovis is committed to addressing homelessness and providing support to our unhoused residents, we believe that SB 7, as currently drafted, presents significant challenges and potential negative impacts on our community. We respectfully urge you and your colleagues to reconsider the approach outlined in SB 7 and work towards solutions that are collaborative, adequately funded, and respectful of local control and diversity.

Thank you for considering our concerns. We look forward to working with you and other stakeholders to find effective and sustainable solutions to California's homelessness crisis.

Sincerely,



Lynne Ashbeck
Mayor, City of Clovis