MARIPOSA COUNTY RESOLUTION NO. 82-159

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Chairman WILLIAM H. MOFFITT, is hereby authorized to sign same:

Agreement with Central Sierra Area Agency on Aging for disbursement of Title IIB monies

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 3rd day of August 1982, by the following vote:

AYES: Barrick, Dalton, Erickson, Moffitt, Taber
NOES: None
ABSENT: None
ABSTAINED: None

WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER,
County Counsel
AGREEMENT

AGREEMENT made and entered into this 3rd day of August, 1982, the State of California, by and between Central Sierra Area Agency on Aging, through duly elected or appointed, qualified and acting

Title of Officer Acting Executive Director Agency Central Sierra Area Number 12 Agency on Aging

Hereinafter called the AGENCY and Mariposa County Board of Supervisors, Mariposa Senior Assistance, hereinafter called the CONTRACTOR.

WITNESS:

That the CONTRACTOR for and in consideration of the covenants, conditions, agreement stipulations of the State hereinafter expressed, does hereby agree to furnish CSAAA services materials, as follows:

for service to be rendered by CONTRACTOR, amount to be paid by CSAAA, time for performance completion, and attach plans and specifications, if any.

In order to carry out the purpose of Title 45 Code of Federal Regulations, Public Welfare Chapter XIII Administration on Aging, Part 1321 pursuant to provisions of Title III (Grants for State and Community Programs on Aging) of the Older Americans Act of 1965, as amended, the AGENCY has been authorized to receive funds for paying part of the costs for the development of comprehensive and coordinated system for the delivery of social services.

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AGREEMENT
CSAAA/COUNTY

WHEREAS, CONTRACTOR, having submitted an approved Project
Grant Application, it is mutually agreed as follows:

Provisions on the reverse side hereof constitute a part
of this agreement. WITHNESS WHEREOF, this agreement has
been executed by the parties hereto, upon the date written.

<table>
<thead>
<tr>
<th>CENTRAL SIERRA AREA AGENCY ON AGING</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CONTRACTOR (if other than an individual state whether a corporation, partnership, etc.)</td>
</tr>
<tr>
<td>(Authorized signature)</td>
<td>By: (Authorized signature)</td>
</tr>
<tr>
<td>Title: President</td>
<td>Chairman, Board of Supervisors</td>
</tr>
</tbody>
</table>

Continued on sheets each bearing name of CONTRACTOR

<table>
<thead>
<tr>
<th>Amount encumbered</th>
<th>Appropriation Title III Grant</th>
<th>Fund CSAAA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Encumbered balance</td>
<td>Item Chapter Status Fiscal Year</td>
<td></td>
</tr>
</tbody>
</table>

. increasing encumbrance Function Contractual service
. decreasing encumbrance Line item allotment

Hereby certify upon my own personal knowledge that budgeted funds available for the period and purpose of the expenditure stated above


Nature of Accounting Officer Date

Hereby certify that all conditions for exemptions set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

Signature of Officer signing on behalf of the Agency Date

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1. (a) This project, Mariposa County Board of Supervisors, Mariposa Senior Assistance, No. 1003, shall be carried out in accordance with Title III of the Older Americans Act of 1965, as amended, the program regulations and directive thereto, federal and state laws, and the Area Agency Manual for Title III operations and reporting requirements, all of which are or may be operative during the term of this contract.

(b) In addition, this project shall be carried out consistent with the terms and conditions of the Project Grant Application as approved by AGENCY in making this award.

(c) In the event of conflict between the provisions set forth in subparagraph 1(a) and the terms and conditions of the Project Grant Application, the provisions listed in subparagraph 1(a) shall control.

(d) In event of conflict between the provisions of this Agreement and of the Project Grant Application, the provisions of this Agreement shall control.

(e) Copies of all documents set forth in subparagraph 1(a) hereto are available for inspection at Central Sierra Area Agency on Aging, 56 N. Washington St., Sonora, CA 95370.

2. The approved Project Grant Application which is on file with AGENCY is hereby incorporated by reference and is made part of this Agreement.

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3. This Agreement shall not be considered effective until
signed by both parties hereto and is subject to the availability
of funds.

4. The term of this Agreement is from July 1, 1982, to
June 30, 1983, subject however, to earlier termination as herein
provided.

5. In consideration of the ongoing performance of the above
in a manner considered satisfactory to AGENCY, AGENCY shall pay
CONTRACTOR a total amount not to exceed $23,267.00, which is
derived solely from federal funds and which shall be spent in
accordance with the budget which is part of the approved Project
Grant Application. A portion of the total contract amount shall
be paid CONTRACTOR not more frequently than monthly, in advance,
during the term of this Agreement up to the total amount, upon
receipt and approval of Report of Expenditures and Request for
Payment by AGENCY in quadruplicate (4).

6. The award of funds shall be applied toward the provision
of services as defined below:

   5,000 units of Transportation (one client one-way trip)
   40 units of Evaluation/Follow-up
   1,960 units of Information
   2,000 units of Referral

Units of service are as defined in the State of California
Management Information System Guidelines.

7. CONTRACTOR shall during the term of this Agreement main-
tain complete records of activities and expenditures hereunder in

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standard form provided by AGENCY and shall make all records pertaining to the project available for inspection by AGENCY or the Federal Government or their duly authorized agents at any time during normal business hours. All such records must be maintained and kept available by CONTRACTOR for a minimum of three (3) years from the ending date of this contract if an Area Agency or federal audit has occurred, or five (5) years from said date if no audit has occurred. In the event of exception, such records shall be maintained and kept available until every exception has been cleared, to the standards as defined by CDA fiscal and program guidelines. In addition, records for non-expendable property acquired with federal funds shall be retained for three (3) years after final disposition of such property. CONTRACTOR shall timely submit all standard reports of its activities and expenditures required by the AGENCY.

8. In the event any subcontractor is utilized by the CONTRACTOR for any portion of the project, CONTRACTOR, nevertheless, retains the prime responsibility for carrying out all the terms of this agreement, including the responsibility for insuring the availability and retention of records of subcontractors in accordance with paragraph 7 hereto. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement as set forth in paragraph 4 hereto. Specifications for any subcontract shall be submitted to the AGENCY in writing fifteen (15) days prior to award of that subcontract by CONTRACTOR.

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9. CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the AGENCY.

10. For work or services performed under this Agreement, no individual shall be paid wages or salary by CONTRACTOR either

(a) in excess of $18.75 per hour during any 24-hour period, or

(b) more than $150.00 for any 24 hour period, out of funds payable to CONTRACTOR hereunder.

11. CONTRACTOR shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964. As indication of his intent to comply, CONTRACTOR shall complete and sign an Assurance and Compliance with such regulation (AoA-441), which form, when completed and signed by CONTRACTOR shall be attached hereto and incorporated herein by reference as Attachment A.

12. Authorized AGENCY or State or Federal representatives shall have the right to monitor, assess, or evaluate CONTRACTOR's performance pursuant to this Agreement on at least a quarterly basis, said monitoring assessments, or evaluations to include but not be limited to audits, inspection of premises, and interviews of project staff and participants.

13. Authorized AGENCY, State or Federal representatives shall have the right to inspect food preparation sites, if any, of the CONTRACTOR during the term of this Agreement at any time during normal business hours.

14. No waiver of any of the provisions of this Agreement
shall be binding unless in writing and signed by a duly authorized representative of CONTRACTOR and AGENCY. No waiver or modification shall be effective in any case unless approval is obtained in writing from AGENCY.

15. (a) Prior to commencement of any work under this contract, CONTRACTOR shall secure from funds provided by AGENCY to this contract:

(1) adequate insurance against liability on account of damage to persons or property;

(2) adequate insurance covering all CONTRACTOR's employees under applicable local law or requirement.

(b) CONTRACTOR shall, until all work under this contract has been completed and all advance payments made hereunder have been liquidated:

(1) maintain such insurance;

(2) maintain adequate insurance upon any property used for, acquired for, or applicable to this contract to which title is held by the State;

(3) furnish such evidence with respect to his insurance to the State as the State may from time to time require.

(c) All insurance contracts secured by CONTRACTOR pursuant to this paragraph shall require each insurer to notify AGENCY of any modification, termination or cancellation of any contract of insurance between insurer
and CONTRACTOR no less than five (5) days prior to the
effective date of such modification, termination or can-
cellation. Notice by the insuree shall be effective
upon receipt of same by AGENCY.

(d) In addition to any other requirements of this con-
tract, CONTRACTOR shall notify AGENCY of any modifi-
cation, termination or cancellation of any contract of
insurance secured by CONTRACTOR pursuant to this para-
graph as soon as CONTRACTOR learns of the potential for,
or existence of, whichever is earlier, any such modifi-
cation, termination or cancellation.

16. In the event CONTRACTOR is a unit of local government
and is a self-insurer for its basic exposures for torts and work-
men's compensation liabilities, the provisions of paragraph 15 of
the contract will not be applicable to the CONTRACTOR. However,
the CONTRACTOR shall require its subcontractors under this program,
other than units of local government which are similarly self-
insured, to maintain adequate insurance coverage for property dam-
age, torts, and workmen's compensation liabilities, and further,
CONTRACTOR shall require all of its subcontractors to hold CON-
TRACTOR harmless.

17. CONTRACTOR shall comply with all federal, state and
local laws and regulations pertinent to its operation and shall
keep in effect any and all licenses, permits, notices and certifi-
cates as are required. CONTRACTOR shall further comply with all
laws applicable to wages and hours of employment, occupational
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safety, and to fire safety, and health, and sanitation.

18. 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, postage prepaid, return receipt requested, and shall be deemed communicated as of actual receipt. Mailed notices to AGENCY shall be addressed to Central Sierra Area Agency on Aging, 56 N. Washington, Sonora, CA 95370, and mailed notices to CONTRACTOR shall be addressed to CONTRACTOR at the address indicated by it in its project grant application. Each party may change its address by written notice in accordance with this paragraph.

19. Upon written request to AGENCY, CONTRACTOR shall be excused from performance hereunder for any period of time attributable to delay caused by inclement weather, earthquake, fire, flood, cloudburst, cyclone or other natural phenomenon of a severe and unusual nature, act of public enemy, epidemic, quarantine restriction, freight embargo, strike or labor dispute or any other unforeseeable cause beyond the control and without the fault of CONTRACTOR. Either party can terminate the contract within sixty (60) days with written notice. Upon five (5) days notice AGENCY may terminate the contract any time for any cause.

20. The AGENCY may extend the time for performance of any act by CONTRACTOR hereunder by written notice of such extension to CONTRACTOR.

21. (a) In the event conditions arise which warrant the suspension or termination of the project, for cause, the

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AGENCY may suspend or terminate project operations here-under. Such suspension or termination shall be effective upon five (5) days written notice to CONTRACTOR of the action being taken, the reason for such action, and any conditions of the suspension or termination. Said notice shall also inform CONTRACTOR of its right to appeal such decision to the State and of the procedure for doing so. No Federal or AGENCY funds shall be used to cover any cost accrued by CONTRACTOR during any period of suspension. The project shall be deemed terminated when its operations have been suspended for more than three (3) consecutive months in any budget year.

(b) Conditions which may warrant suspension or termination include as non-exhaustable examples: CONTRACTOR'S violation of the terms of this agreement; CONTRACTOR'S inadequate program performance; or unavailability of resources adequate to complete the program.

(c) CONTRACTOR'S failure to comply with the terms of any prior agreement with AGENCY may, in the sole discretion of the AGENCY, be deemed grounds for suspension or termination of this project.

22. (a) Any action by AGENCY, including but not limited to suspension, termination, discrimination, or other decisions, actions or non-actions, affecting a Title III project under this Agreement may be appealed by written notice to the Director in the jurisdictional area. Any
decision resulting from such appeal shall be deemed final unless a hearing is requested in writing within thirty (30) days thereafter. Such hearing shall not be deemed an essential administrative remedy.

(b) If a hearing is requested, the Director, or Board of Directors, shall appoint a Hearing Officer having no contact with the project, who hears the appeal, shall make a written decision within thirty (30) days of the close of any hearing held thereon.

(c) Any decision by the Hearing Officer, in writing, shall constitute the final decision of the AGENCY.

(d) Unless the Hearing Officer directs otherwise, no appeal or any action, including the suspension or termination, shall operate or stay the effective date of such action.

(e) Any court action to challenge a final decision of AGENCY must be brought within ninety (90) days of said final action and may be brought in a Superior Court of the State of California.

23. AGENCY shall retain title to all capital asset equipment, which is purchased wholly or in part with Federal or Aging funds. At termination or completion of the project, CONTRACTOR shall dispose of said equipment in accordance with Federal and State procedures. If the equipment is to continue to be used to further the purpose of the Older Americans Act, title to said equipment may be relinquished by CONTRACTOR upon written approval by AGENCY of a

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request by CONTRACTOR to transfer ownership of the equipment to CONTRACTOR.

24. AGENCY will perform the required audit on this contract for the CONTRACTOR. Such audit will be performed at a mutually agreed date between the CONTRACTOR and the AGENCY.

25. No later than ninety (90) days prior to the ending date of this contract, CONTRACTOR shall provide AGENCY with its estimate of the amount of funds which will remain unexpended at the ending date. Upon termination or expiration of this Agreement, CONTRACTOR shall return immediately upon written demand any unencumbered funds provided under this or any other agreement with AGENCY.

26. As used through this Agreement, the term "shall" is mandatory; the term "may" is permissive.

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Mariposa Senior Assistance (hereinafter called the SUBGRANTEE) HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by, or pursuant to the Regulations of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SUBGRANTEE receives Federal financial assistance from Central Sierra Elderly Assistance, Inc., a recipient of Federal financial assistance from the California Department of Aging (hereinafter called GRANTOR); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUBGRANTEE by the GRANTOR, this assurance shall obligate the SUBGRANTEE; this shall also apply in the case of any transfer of such property or structure used for a purpose for which the Federal financial assistance is extended or for any other purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the GRANTOR.

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ATTACHMENT "A"

cont.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the SUBGRANTEE by the GRANTOR, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The SUBGRANTEE recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the GRANTOR or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees, and assignees, and the person or persons whose signature appear rized to sign this assurance on behalf of the SUBGRANTEE.

DATED

Mariposa Senior Assistance
SUBGRANTEE

By:

PRESIDENT, CHAIRMAN OF BOARD, OR COMPARABLE AUTHORIZED OFFICIAL

Chairman, Board of Supervisors
TITLE