MARIPOSA COUNTY RESOLUTION NO. 81-231

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:

Contract with Central Sierra Area Agency on Aging for Senior services as amended

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 10th day of November 1981, by the following vote:

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

WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:

By: Patricia E. Alberto
EILEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER, County Counsel 11/13/81
AGREEMENT made and entered into this 1st day of July, 1981 in the State of California, by and between Central Sierra Area Agency on Aging, through duly elected or appointed, qualified and acting Director, hereinafter called the AGENCY and Mariposa County Board of Supervisors, hereinafter called the CONTRACTOR.

WITNESSETH: 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 Central Sierra Area Agency on Aging 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.

Whereas, Contractor having submitted an approved Project Grant Application, it is mutually agreed as follows:

Provisions on the reverse side hereto constitute a part of this agreement. WITNESS 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>[Signature]</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>Title:</td>
</tr>
<tr>
<td>Continued on sheets each bearing name of Contractor</td>
<td>Address</td>
</tr>
</tbody>
</table>

ATTACHED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
County Counsel, 1981
<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>
<tr>
<td>increasing encumbrance</td>
<td>Function Contractual Service</td>
<td></td>
</tr>
<tr>
<td>decreasing encumbrance</td>
<td>Line item allotment</td>
<td></td>
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</tbody>
</table>

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

1. (a) This project 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 Central Sierra Area Agency on Aging 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 Central Sierra Area Agency on Aging is hereby incorporated by reference and is made part of this agreement.

3. This agreement shall not be considered effective until signed by both parties hereto and is subject to the availability and awarding of Title III funding allocations.

4. The term of this agreement is from July 1, 1981, to June 30, 1982, subject, however, to earlier termination as herein provided.

5. In consideration of the on-going performance of the above in a manner considered satisfactory to Central Sierra Area Agency on Aging shall pay Contractor a total amount not to exceed $29,769.________, 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 Central Sierra Area Agency on Aging in quadruplicate(4).

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

(a) Information and Referral

(b) Transportation
   (1) Escort
   (2) Nutrition

(c) Outreach

The County of Mariposa will administer services and provide documentation of compliance to (not all-inclusive)

(a) Older Americans Act as amended

(b) California Department of Aging fiscal and program policy relevant to each program (Federal Regulation Title 45, Part 74)

The County will furnish to the Area Agency on Aging for their records and conditional to execution of this contract (a) program descriptions, (b) budgets per program category, and (c) copies of agreements with sub-contractors. (Note: the services may be provided internally or subcontracted out to a non-county agency or firm.) In any event, the County of Mariposa accepts and retains total responsibility to the Area Agency on Aging for both fiscal and programmatic contractual compliance.

Any expansion of services beyond those listed above, using Title III money, should be those needs identified in the Area Plan.
7. Contractor shall at all times during the term of this agreement maintain complete records of all activities and expenditures hereunder for review by Central Sierra Area Agency on Aging and shall make all records pertaining to the project available for inspection and audit by Central Sierra Area Agency on Aging 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 years from the ending date of this contract if an Area Agency or federal audit has occurred or five 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 COA fiscal and program guidelines. In addition, records for non-expendable property acquired with federal funds shall be retained for three years after final disposition of such property. Contractor shall timely submit all reports of its activities and expenditures required by Central Sierra Area Agency on Aging.

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 hereof. 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 hereof. Specifications for any subcontract shall be submitted to Central Sierra Area Agency on Aging in writing 15 days prior to award of that subcontract by Contractor.

9. Contractor shall have no authority to contract for or on behalf of, or incur obligations on behalf of, Central Sierra Area Agency on Aging.

10. For work or services performed under this agreement, no individual shall be paid wages or salary by Contractor either (1) in excess of $18.95 per hour during any 24-hour period, or (2) 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.

12. Authorized Central Sierra Area Agency on Aging 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 Central Sierra Area Agency on Aging, 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 Central Sierra Area Agency on Aging. No waiver or modification shall be effective in any case where approval is obtained in writing from Central Sierra Area Agency on Aging.

15. Prior to commencement of any work under this contract, Contractor shall secure from funds provided by Central Sierra Area Agency on Aging 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.

The Contractor shall, until all work under this contract has been completed and all advance payments made hereunder have been liquidated (i) maintain such insurance; (ii) maintain adequate insurance upon any property used for, acquired for or applicable to this contract to which Title is held by the State; (iii) furnish such evidence with respect to his insurance to the State as the State may from time to time require.

All insurance contracts secured by Contractor pursuant to this paragraph shall require each insurer to notify Central Sierra Area Agency on Aging, 56 N. Washington, Sonora, CA 95370 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 cancellation. Notice by the insuree shall be effective upon receipt of same by Central Sierra Area Agency on Aging.

In addition to any other requirements of this contract, Contractor shall notify Central Sierra Area Agency on Aging of any modification, termination or cancellation of any contract of insurance secured by Contractor pursuant to this paragraph as soon as Contractor learns of the potential for or existant of, whichever is earlier, any such modification, termination or cancellation.
16. In the event the Contractor is a unit of local government and a self-insurer for its basic exposures for torts and workmen'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 damage, torts, and workmen's compensation liabilities and further, Contractor shall require all of its subcontractors to hold Contractor 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 certificates are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational 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 Central Sierra Area Agency on Aging shall be addressed to Central Sierra Area Agency on Aging, 56 N. Washington, Sonora, California 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 Central Sierra Area Agency on Aging, 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 the Agency may terminate the contract any time for cause.  

20. Central Sierra Area Agency on Aging may extend the time for performance of any act by Contractor hereunder by written notice of such extension to Contractor.

21. In the event conditions arise which warrant the suspension or termination of the project, for cause, Central Sierra Area Agency on Aging may suspend, terminate project operations hereunder. Such suspension, termination or sanction 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, termination. Said notice shall also inform Contractor its right to appeal such decision...
the State and of the procedure for doing so.

No federal or Central Sierra Area Agency on Aging 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 consecutive months in any budget year.

Conditions which may warrant suspension or termination include but are not limited to: Contractor's violation of the terms of this agreement; Contractor's inadequate program performance; or unavailability of resources adequate to complete the program.

Contractor's failure to comply with the terms of any prior agreement Central Sierra Area Agency on Aging may, in the sole discretion of Central Sierra Area Agency on Aging, be deemed grounds for suspension or termination of this project.

Any action by Central Sierra Area Agency on Aging, including but not limited to suspension, termination, discrimination, or other decisions, actions or non-actions, affecting a 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.

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.

Any decision by the Hearing Officer, in writing, shall constitute the final decision of Central Sierra Area Agency on Aging.

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

Any court action to challenge a final decision of Central Sierra Area Agency on Aging must be brought within ninety (90) days of said final action and may be brought in a Superior Court of the State of California.

The Central Sierra Area Agency on Aging 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 Central Sierra Area Agency on Aging of a request by Contractor to transfer ownership of the equipment to Contractor.

24. Central Sierra Area Agency on Aging will perform the required audit on this contract for the Contractor. Such audit will be performed at a mutually agreed date among the Contract and Central Sierra Area Agency on Aging.

25. No later than ninety (90) days prior to the ending date of this contract, Contractor shall provide Central Sierra Area Agency on Aging 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 Central Sierra Area Agency on Aging.

26. As used through this agreement, the term "shall," is mandatory; the term, "may," is permissive.
November 13, 1981

Mr. Clifford Blagg, Director
Central Sierra Area Agency on Aging
56 N. Washington St.
Sonora, CA 95370

Dear Mr. Blagg;

Please find enclosed a fully executed copy of the proposed amended contract for senior services between Central Sierra and Mariposa County.

Also find enclosed, a copy of the Resolution authorizing Chairman to sign amended Agreement.

Sincerely yours,

PATRICIA E. ALBERTA
Clerk of the Board

* Please note amendments made on face of contract by Mariposa County Board of Supervisors.
November 9, 1981

Mariposa Board of Supervisors
County Court House
Mariposa, CA 95338

Attention: Joan Lynk

Dear Ms. Lynk:

Enclosed are two signed copies of the proposed amended contract for senior services between Central Sierra Elderly Assistance, Inc. and the Mariposa Board of Supervisors.

We are available at your convenience if you have any questions on this contract.

Cordially,

CLIFFORD D. BLAGG
EXECUTIVE DIRECTOR

CDB:jr

Enc: 2

cc: Nathelle Fisher, President