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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 III B 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
WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:

Ellen Bronson
ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Richard K. Denhalter
RICHARD K. DENHALTER,
County Counsel

A G R E E M E N T

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	Agency	Number
Executive Director	Central Sierra Area Agency on Aging	12
=====	=====	=====

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

W I T N E S S E T H :

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

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

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

6 CENTRAL SIERRA AREA AGENCY ON AGING	CONTRACTOR
7	CONTRACTOR (if other than an individual state whether a corporation, partnership, etc.)
8	
9 (Authorized signature)	By: (Authorized signature)
10	<i>[Signature]</i>
11 Title: President	Chairman, Board of Supervisors
12	Title:

13 Continued on sheets each
14 bearing name of CONTRACTOR

Address:

15 Amount encumbered	Appropriation	Fund
16 Encumbered balance	Title III Grant	CSAAA
	Item Chapter Status	Fiscal Year
17 . increasing encumbrance	Function	
18	Contractual service	
19 . decreasing encumbrance	Line item allotment	

20 Hereby certify upon my own personal knowledge that budgeted funds
21 available for the period and purpose of the expenditure stated
22 above T.D.A. No. U.R. No.

23 Nature of Accounting Officer

Date

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

27 Signature of Officer signing
28 on behalf of the Agency

Date

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

9 (b) In addition, this project shall be carried out con-
10 sistent with the terms and conditions of the Project
11 Grant Application as approved by AGENCY in making this
12 award.

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

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

20 (e) Copies of all documents set forth in subparagraph
21 1(a) hereto are available for inspection at Central
22 Sierra Area Agency on Aging, 56 N. Washington St.,
23 Sonora, CA 95370.

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

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

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

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

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

19 5,000 units of Transportation (one client one-way trip)

20 40 units of Evaluation/Follow-up

21 1,960 units of Information

22 2,000 units of Referral

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

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

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

16 8. In the event any subcontractor is utilized by the CON-
17 TRACTOR for any portion of the project, CONTRACTOR, nevertheless,
18 retains the prime responsibility for carrying out all the terms of
19 this agreement, including the responsibility for insuring the
20 availability and retention of records of subcontractors in accord-
21 ance with paragraph 7 hereto. No subcontract utilizing funds from
22 this Agreement shall be entered into which has a term extending
23 beyond the ending date of this Agreement as set forth in paragraph
24 4 hereto. Specifications for any subcontract shall be submitted
25 to the AGENCY in writing fifteen (15) days prior to award of that
26 subcontract by CONTRACTOR.

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

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

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

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

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

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

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

26 14. No waiver of any of the provisions of this Agreement

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1 shall be binding unless in writing and signed by a duly authorized
2 representative of CONTRACTOR and AGENCY. No waiver or modifica-
3 tion shall be effective in any case unless approval is obtained in
4 writing from AGENCY.

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

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

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

13 (b) CONTRACTOR shall, until all work under this contract
14 has been completed and all advance payments made here-
15 under have been liquidated:

16 (1) maintain such insurance;

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

20 (3) furnish such evidence with respect to his in-
21 surance to the State as the State may from
22 time to time require.

23 (c) All insurance contracts secured by CONTRACTOR pur-
24 suant to this paragraph shall require each insurer to
25 notify AGENCY of any modification, termination or can-
26 cellation of any contract of insurance between insurer

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1 and CONTRACTOR no less than five (5) days prior to the
2 effective date of such modification, termination or can-
3 cellation. Notice by the insuree shall be effective
4 upon receipt of same by AGENCY.

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

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

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

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1 safety, and to fire safety, and health, and sanitation.

2 18. Any notice to be given hereunder by either party to the
3 other may be affected by personal delivery in writing or by regis-
4 tered or certified mail, postage prepaid, return receipt requested,
5 and shall be deemed communicated as of actual receipt. Mailed
6 notices to AGENCY shall be addressed to Central Sierra Area Agency
7 on Aging, 56 N. Washington, Sonora, CA 95370, and mailed notices
8 to CONTRACTOR shall be addressed to CONTRACTOR at the address in-
9 dicated by it in its project grant application. Each party may
10 change its address by written notice in accordance with this para-
11 graph.

12 19. Upon written request to AGENCY, CONTRACTOR shall be ex-
13 cused from performance hereunder for any period of time attribut-
14 able to delay caused by inclement weather, earthquake, fire, flood,
15 cloudburst, cyclone or other natural phenomenon of a severe and
16 unusual nature, act of public enemy, epidemic, quarantine restric-
17 tion, freight embargo, strike or labor dispute or any other unfor-
18 seeable cause beyond the control and without the fault of CONTRAC-
19 TOR. Either party can terminate the contract within sixty (60)
20 days with written notice. Upon five (5) days notice AGENCY may
21 terminate the contract any time for any cause.

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

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

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1 AGENCY may suspend or terminate project operations here-
2 under. Such suspension or termination shall be effec-
3 tive upon five (5) days written notice to CONTRACTOR of
4 the action being taken, the reason for such action, and
5 any conditions of the suspension or termination. Said
6 notice shall also inform CONTRACTOR of its right to
7 appeal such decision to the State and of the procedure
8 for doing so. No Federal or AGENCY funds shall be used
9 to cover any cost accrued by CONTRACTOR during any pe-
10 riod of suspension. The project shall be deemed termi-
11 nated when its operations have been suspended for more
12 than three (3) consecutive months in any budget year.

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

18 (c) CONTRACTOR'S failure to comply with the terms of
19 any prior agreement with AGENCY may, in the sole discre-
20 tion of the AGENCY, be deemed grounds for suspension or
21 termination of this project.

22 22. (a) Any action by AGENCY, including but not limited to
23 suspension, termination, discrimination, or other de-
24 cisions, actions or non-actions, affecting a Title III
25 project under this Agreement may be appealed by written
26 notice to the Director in the jurisdictional area. Any

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1 decision resulting from such appeal shall be deemed
2 final unless a hearing is requested in writing within
3 thirty (30) days thereafter. Such hearing shall not be
4 deemed an essential administrative remedy.

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

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

12 (d) Unless the Hearing Officer directs otherwise, no
13 appeal or any action, including the suspension or termi-
14 nation, shall operate or stay the effective date of such
15 action.

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

20 23. AGENCY shall retain title to all capital asset equipment,
21 which is purchased wholly or in part with Federal or Aging funds.
22 At termination or completion of the project, CONTRACTOR shall dis-
23 pose of said equipment in accordance with Federal and State proce-
24 dures. If the equipment is to continue to be used to further the
25 purpose of the Older Americans Act, title to said equipment may be
26 relinquished by CONTRACTOR upon written approval by AGENCY of a

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

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

6 25. No later than ninety (90) days prior to the ending date
7 of this contract, CONTRACTOR shall provide AGENCY with its esti-
8 mate of the amount of funds which will remain unexpended at the
9 ending date. Upon termination or expiration of this Agreement,
10 CONTRACTOR shall return immediately upon written demand any unen-
11 cumbered funds provided under this or any other agreement with
12 AGENCY.

13 26. As used through this Agreement, the term "shall" is man-
14 datory; the term "may" is permissive.

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ATTACHMENT "A"

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

16 If any real property or structure thereon is provided or im-
17 proved with the aid of Federal financial assistance extended to
18 the SUBGRANTEE by the GRANTOR, this assurance shall obligate the
19 SUBGRANTEE; this shall also apply in the case of any transfer of
20 such property or structure used for a purpose for which the Federal
21 financial assistance is extended or for any other purpose invol-
22 ving the provision of similar services or benefits. If any per-
23 sonal property is so provided, this assurance shall obligate the
24 SUBGRANTEE for the period during which it retains ownership or
25 possession of the property. In all other cases, this assurance
26 shall obligate the SUBGRANTEE for the period during which the
27 Federal financial assistance is extended to it by the GRANTOR.

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1 THIS ASSURANCE is given in consideration of and for the pur-
2 pose of obtaining any and all Federal grants, loans, contracts,
3 property, discounts or other Federal financial assistance extended
4 after the date hereof to the SUBGRANTEE by the GRANTOR, including
5 installment payments after such date on account of applications
6 for Federal financial assistance which were approved before such
7 date. The SUBGRANTEE recognizes and agrees that such Federal
8 financial assistance will be extended in reliance on the repre-
9 sentations and agreements made in this assurance, and that the
10 GRANTOR or the United States or both shall have the right to seek
11 judicial enforcement of this assurance. This assurance is bind-
12 ing on the SUBGRANTEE, its successors, transferees, and assignees,
13 and the person or persons whose signature appear
14 rized to sign this assurance on behalf of the SUBGRANTEE.

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16 DATED 8/1/20

Mariposa Senior Assistance
SUBGRANTEE

17
18
19 By: [Signature]
20 PRESIDENT, CHAIRMAN OF BOARD,
21 OR COMPARABLE AUTHORIZED
22 OFFICIAL

Chairman, Board of Supervisors
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28 TITLE