

**ALL CELL PHONES AND ELECTRONIC DEVICES MUST BE  
TURNED OFF IN THE COUNCIL CHAMBERS**

**A G E N D A  
REEDLEY CITY COUNCIL MEETING**

**7:00 P.M.**

**TUESDAY, June 11, 2019**

**Meeting Held in the Council Chambers  
845 "G" Street, Reedley, California**

The Council Chambers are accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or services, should be made one week prior to the meeting by contacting the City Clerk at 637-4200 ext. 212.

Any document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such documents may be posted on the City's website.

Unless otherwise required by law to be accepted by the City at or prior to a Council meeting or hearing, no documents shall be accepted for Council review unless they are first submitted to the City Clerk by the close of business one day prior to said Council meeting/hearing at which the Council will consider the item to which the documents relate, pursuant to the adopted City Council Protocols.

City of Reedley's Internet Address is [www.reedley.ca.gov](http://www.reedley.ca.gov)

Frank Piñon, Mayor

Mary Fast, Mayor Pro Tem  
Anita Betancourt, Council Member

Robert Beck, Council Member  
Ray Soleno, Council Member

**MEETING CALLED TO ORDER**

**INVOCATION** – Matt Harder, Pastor of the Reedley Mennonite Brethren Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

**PUBLIC COMMENT** – *Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than three (3) minutes. No more than ten (10) minutes per issue will be allowed. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the Council as each item is brought up for discussion.*

## NOTICE TO PUBLIC

**CONSENT** AGENDA items are considered routine in nature and voted upon as one item. Under a **CONSENT AGENDA** category, a recommended course of action for each item is made. Any Council Member may remove any item from the **CONSENT AGENDA** in order to discuss and/or change the recommended Course of action, and the Council can approve the remainder of the **CONSENT AGENDA**. A Council Member's vote in favor of the **CONSENT AGENDA** is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of the **CONSENT AGENDA** are deemed to include a motion to waive the full reading of any ordinance on the **CONSENT AGENDA**. For **adoption of ordinances**, only those that have received a unanimous vote upon introduction are considered **CONSENT** items.

### CONSENT AGENDA (Item 1- 8)

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

1. RECOMMEND REJECTION OF CLAIM – FILLMORE, SUZANNE  
(Administrative Services)  
Staff Recommendation: Approve Claim Rejection
2. APPROVE AND AUTHORIZE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF REEDLEY, A SERVICE AGREEMENT WITH KINGS CANYON UNIFIED SCHOOL DISTRICT FOR NARCOTICS DETECTION, INTERVENTION AND PREVENTION FOR THE 2019-2020 SCHOOL YEAR. - (Police)  
Staff Recommendation: Approve
3. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO EXPAND SERVICES WITHIN THE AFTER SCHOOL PROGRAMS AT WASHINGTON AND TL REED SCHOOL SITES – (Community Services)  
Staff Recommendation: Approve
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SITE CONTRACT FOR THE FRESH AFTERSCHOOL PARTNERSHIP PROGRAM (ASES) AT TL REED AND WASHINGTON SCHOOLS FOR THE 2019-20 SCHOOL YEAR – (Community Services)  
Staff Recommendation: Approve
5. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A RENEWAL AGREEMENT ON BEHALF OF THE CITY OF REEDLEY, BETWEEN THE CITY OF REEDLEY, WEST COAST MENNONITE CENTRAL COMMITTEE AND KINGS CANYON UNIFIED SCHOOL DISTRICT FOR THE RESTORATIVE JUSTICE INITIATIVE FOR THE 2019-2020 FISCAL YEAR. – (Police)  
Staff Recommendation: Approve
6. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE ANNUAL SERVICE AGREEMENT WITH KINGS CANYON UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER FOR THE 2019/2020 SCHOOL YEAR. – (Police)  
Staff Recommendation: Approve

7. ADOPT RESOLUTION NO. 2019-053 TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE ANNUAL CONTRACT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR SENIOR CITIZEN PROGRAM FUNDING FOR FISCAL YEAR 2019-20. – (Community Services)  
Staff Recommendation: Approve

8. ADOPT RESOLUTION NO. 2019-058 APPROVING THE SUBMITTAL OF A GRANT APPLICATION, AND IF AWARDED, AUTHORIZE ENTERING INTO AN AGREEMENT WITH AND RECEIVING FUNDING THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, FOR SB 2 PLANNING GRANT PROGRAM FUNDS. – (Community Development)  
Staff Recommendation: Approve

## **ADMINISTRATIVE BUSINESS**

9. APPROVE AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR CONSULTANT SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE PROPOSED PARKING LOT BEHIND CITY HALL. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. -(Engineering)  
Staff Recommendation: Approve

## **10. ADOPTION OF 2019-2020 FISCAL YEAR BUDGET AND RELATED FISCAL ITEMS:**

- A. ADOPT RESOLUTION NO. 2019-054 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 1, 2019.
- B. ADOPT RESOLUTION NO. 2019-055 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING A MASTER SALARY TABLE FOR ALL EMPLOYEES OF THE CITY OF REEDLEY.
- C. ADOPT RESOLUTION NO. 2019-056 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING A REVISED SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES.
- D. ADOPT RESOLUTION NO. 2019-057 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, REAMORTIZING A LOAN FROM THE GENERAL FUND RESERVE TO THE REEDLEY AIRPORT FUND.
- E. APPROVE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOZANO SMITH, LLP FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY.

Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. - (Administrative Services)

Staff Recommendation: Approve

## RECEIVE INFORMATION & REPORTS

*These items are formal transmittals of information to the Reedley City Council. They are not voted upon by the Reedley City Council. Members of the public who have questions on these items are suggested to call City staff members during regular business hours.*

11. MINUTES OF THE REGULAR MEETING OF MARCH 28, 2019 OF THE COMMUNITY SERVICES COMMISSION. - Community Services

## COUNCIL REPORTS

12. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

## STAFF REPORTS

13. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

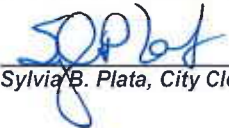
## ADJOURNMENT

### Dates to Remember:

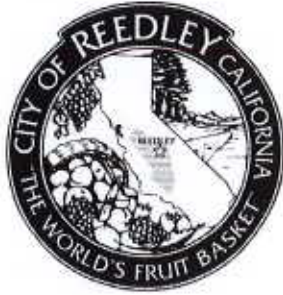
June 25, 2019 – Regular Council Meeting

July 9, 2019 – Regular Council Meeting, potentially going dark.

*I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 6<sup>th</sup> day of June 2019.*

  
Sylvia B. Plata, City Clerk





## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 1

**DATE:** June 11, 2019

**TITLE:** RECOMMEND REJECTION OF CLAIM – FILLMORE, SUZANNE

**SUBMITTED:** Tiffany P. Couto, Accountant *TC*

**REVIEWED:** Paul A. Melikian, Assistant City Manager *PM*

**APPROVED:** Nicole R. Zieba, City Manager *NZ*

### RECOMMENDATION

That the City Council deny a claim received from Suzanne Fillmore on May 3, 2019. The claim has been forwarded to AIMS for further investigation.

### BACKGROUND

According to the Claim Form filed by Suzanne Fillmore, on April 30, 2019, while driving northbound on Hollywood Drive, the claimant hit a pothole in the roadway and damaged both tires on the right side of her vehicle. The claimant is seeking \$406.00 in damages for two new tires. The estimate is partially substantiated by an invoice.

Per discussion with City staff, the claimant did call in on April 19, 2019 to complain about the road condition on her street, but did not specifically address the subject pothole, and the City started a work order. The claimant came back in on April 30<sup>th</sup> and advised City staff that her tires were damaged. The City typically addresses pothole complaints one week to ten days after the complaint has been generated, and the department prioritizes work orders based on the severity of the issue. Upon receiving the complaint, the City inspected the area to determine the severity of the pothole, determined the materials needed to do the job, and then scheduled the job based on the urgency of the work to be done. The work order was completed on May 7, 2019.

Per AIMS investigation, it was found that the claimant struck the pothole before the City had a chance to repair it. For the City to be liable, and according to the immunities available to the City under the California Government Code, the City must have adequate time to make the repairs. AIMS also found no negligence and/or liability on the part of the City, therefore AIMS is recommending rejection of the subject claim.

Per Government Code Section 912.4, the City Council must act upon a claim within 45 days after receipt. If there is no official action by Council, the claim is deemed to be rejected on the last day. Denial by minute order action provides a clearly defined rejection date and allows AIMS to tender the claim to the contractor sooner so that the matter is resolved in a timely manner.

### ATTACHMENTS

1. Claim

# CLAIM FORM

(Please Type Or Print)

RECEIVED  
MAY 03 2019  
CITY OF NEEDLE  
ACCOUNTS RECEIVABLE

CLAIM AGAINST City of Needley  
(Name of Entity)

Claimant's name: Suzanne Fillmore

SS#: \_\_\_\_\_ DOB: \_\_\_\_\_ Gender: Male \_\_\_\_\_ Female \_\_\_\_\_

Claimant's address: 660 N. Hollywood Dr

Address where notices about claim are to be sent, if different from above: \_\_\_\_\_

Date of incident/accident: April 30

Date injuries, damages, or losses were discovered: 2 flat tires from holes in road

Location of incident/accident: Hollywood Dr

What did entity or employee do to cause this loss, damage, or injury? (see above costs

for tires 406.00 - called about 10 days ago

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? No city and said they would call me back! - Never did

What specific injuries, damages, or losses did claimant receive? 406.00

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] 406.00

How was this amount calculated (please itemize)? by Martens Chevrolet

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: April 30-2019 Signature: Suzanne I. Fillmore

If signed by representative:

Representative's Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Relationship to Claimant \_\_\_\_\_



1050 I Street - Reedley, CA 93654  
Phone: (559) 638-2240  
Fax: (559) 637-7038  
www.martenschevrolet.com

SERVICE HOURS  
MONDAY - FRIDAY  
7:30am - 5:30pm

SERVICE INVOICE

R/O 54849		VIN 1 G 4 G C 5 E D 1 B F 2 4 7 5 2 3		SUZANNE I FILLMORE		DATE IN 04/30/2019	
YEAR 2011	MAKE BUICK	MODEL LACROSSE	COLOR C SILVER	U	660 N HOLLYWOOD DRIVE REEDLEY CA 93654		TIME IN 11:54
MILES IN 69595	MILES OUT 69595	FIRST USE 00/00/00 05/18/15	DISC. CA 6PQM434			CLOSED 05/01/2019	
SEE ALSO Expires: 05/15				C: (559) 392-6218 H: (559) 638-2406 W: (559)		WRITER 6928 BUDDY/84	

(1) TIRES /WHEELS

CUSTOMER HIT A POT HOLE & RT FRT TIRE WENT  
FLAT  
MOUNT & BAL TWO NEW WHEELS  
235/50R18 TIGER PAW GTZ ALL SEASON 2  
DOT#U81PLK6U0719-2  
AND REINSTALLED SPARE TIRE

(Tech:81) A

Labor	T81	30.00
19384263	(U2355018)	2
TIRE TAX	(Tire Tax)	2
Haz Waste		4
Total Labor		30.00
Total Parts		268.70
Total Lubricants		6.00
Total Repair (Customer)		304.70

(vehicle needs to be  
Aligned B.C.)  
MARTEN'S CHEVROLET  
1050 "I" STRFET  
REEDLEY, CA 93654-2855  
(559)638-2240



LT FT PSI 35 RT FT PSI 36 LT REAR PSI 35 RT REAR PSI 35

BAR# ARD 137245 EPA# CAR 000065268

Next Service Lube-Oil-Filter

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X S Fillmore CUSTOMER SIGNATURE

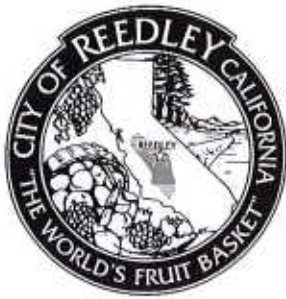
Page 1 of 1 Reprint (2) Job 14

54849

Customer Copy

Labor	30.00
Parts	265.20
Sublet	.00
Haz Waste	6.00
Oil/Grease	.00
Sub Total	301.20
Tax	22.48
Tire Tax	3.50
Total (Due)	327.18





## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 2

DATE: June 11, 2019

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF REEDLEY A SERVICE AGREEMENT WITH KINGS CANYON UNIFIED SCHOOL DISTRICT FOR NARCOTICS DETECTION, INTERVENTION AND PREVENTION FOR THE 2019/2020 SCHOOL YEAR.

SUBMITTED: Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager

### RECOMMENDATION

That the City Council authorize and approve the City Manager to sign on behalf of the City of Reedley a service agreement with Kings Canyon Unified School District for Narcotics Detection, Intervention and Prevention for the 2019/2020 school year.

### BACKGROUND

The Reedley Police Department has provided Narcotics Detection, Intervention and Prevention for KCUSD for many years. The purpose of the agreement is to continue a partnership between the City of Reedley and the Kings Canyon Unified School District in an effort to control possession of contraband by students in the school district.

The City of Reedley will be responsible for providing Narcotics Detection, Intervention and Prevention utilizing contraband detection canines. These inspections are unannounced and are for the purpose of detecting "School Defined" contraband and "Legally Defined" contraband. School defined contraband as defined by the district are; all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over the counter medication. Legally defined contraband are simply defined as any property that is illegal for anyone to possess, such as but not limited to narcotics and stolen property.

The City of Reedley and the Kings Canyon Unified School District believe violations are detrimental to the welfare of students and contrary to the desire to create, foster and maintain an atmosphere conducive to safety and education. It is the belief of the City of Reedley and the Kings Canyon Unified School District with this policy and partnership



not only detect contraband on the campuses impacted but will tend to prevent many individuals from bringing contraband on campuses of the District.

The Kings Canyon Unified School District agrees to pay the City of Reedley \$250.00 per visit for the contract period. The Kings Canyon Unified School District has requested a minimum of 14 visits which will be billed on a monthly basis.

The City of Reedley believes this is an important partnership in the effort to combat criminal activity, possession of contraband on KCUSD campuses and allow the KCUSD to more effectively dispose of contraband by turning it over to the Reedley Police Department for destruction.

#### **FISCAL IMPACT**

The general fund will receive approximately \$3,500 from this contract if all visits are completed.

#### **ATTACHMENTS**

1. Services Agreement between the City of Reedley and the Kings Canyon Unified School District

# SERVICES AGREEMENT

Between the **CITY** of Reedley and the Kings Canyon Unified School **DISTRICT**  
for **Narcotics Detection Services**

This Services Agreement (Agreement) is entered into the 1st day of July, 2019, by and between the City of Reedley, a municipal corporation, ("**CITY**"), and The Kings Canyon Unified School District ("**DISTRICT**").

## **ROLES, CONTRIBUTIONS AND RESPONSIBILITIES**

It is understood that the **DISTRICT** has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the counter medication, and that this policy has been disseminated to all campus locations. Violations are considered detrimental to the welfare of students and contrary to the **DISTRICT'S** desire to foster an atmosphere conducive to safety and education.

**CITY** shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the **DISTRICT** administration with **CITY** acting as an agent of the **DISTRICT** while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by **DISTRICT** officials, shall be subject to inspection. School defined contraband detected on **DISTRICT** property is the responsibility of the **DISTRICT**. School contraband should be turned over to **CITY** depending on the level of action taken at the **DISTRICT** discretion. All "Legally defined" contraband (ie, narcotics, stolen property) shall be turned over to **CITY** for destruction.

**CITY** will schedule **DISTRICT** visits in conjunction with days designated by the **DISTRICT** as appropriate for visits. **DISTRICT** will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. Service will NOT be scheduled until the calendar is received.

**CITY** is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required. Detection canines are certified as reliable by the National Narcotic Detector Dog Association or equivalent independent agency. All employees are registered with the Department of Justice in accordance with California Education Code requirements.

**CITY** policy precludes the use of detection canines to "sniff" individuals under any circumstances.

## **COMPENSATION**

**CITY** agrees to provide **14 visits** for the contract period. The **DISTRICT** may increase the total number of visits by notifying **CITY** in writing. Each visit will be **\$250.00 per** visit. **CITY** will invoice for service on a monthly basis at the conclusion of the service month. The **DISTRICT** agrees to pay for services within thirty (30) days of receipt of such invoice.

48  
49 **EFFECTIVENESS, DURATION AND TERMINATION**  
50

51 This Agreement shall be effective as of the date first written above and shall remain in effect for  
52 an initial term running through June 30, 2020. Either party may at any time terminate this  
53 Agreement without cause at the party's convenience by giving not less than 30 days prior  
54 written notice to the other party. Upon such termination, all rights and obligations of each  
55 party under this Agreement shall cease as of the Effective Date of Termination, except for those  
56 specific obligations that shall survive termination as set forth herein. In the event of early  
57 termination, parties agree to pay or reimburse a pro-rated share of the compensation based  
58 upon a 12-month timeframe.

59  
60 **INDEMNIFICATION**  
61

62 The **DISTRICT** shall indemnify, defend, and hold harmless the **CITY**, its officers, officials,  
63 employees, and volunteers from and against any and all liability, claims, damage, cost,  
64 expenses, awards, fines, judgments, and expenses of litigation (including, without limitation,  
65 costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature  
66 arising out of or in connection with the assigned officer's performance of work or his or her  
67 failure to comply with any of its obligations contained in the Agreement, except such loss or  
68 damage which was caused by the active negligence by the **CITY**, or the gross or willful  
69 misconduct of the assigned officer.

70  
71 The **CITY** shall indemnify, defend, and hold harmless the **DISTRICT**, its officers, officials,  
72 employees, and volunteers from and against any and all liability, claims, damage, cost,  
73 expenses, awards, fines, judgments, and expenses of litigation (including, without limitation,  
74 costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature  
75 arising out of the active negligence by the **CITY** or the gross or willful misconduct of the  
76 assigned officer during the performance of work hereunder.

77  
78 If the **DISTRICT** rejects a tender of defense by the **CITY** and/or the assigned officer under this  
79 Agreement, and it is later determined that the **CITY** and/or the officer breached no duty of care  
80 and/or was immune from liability, the **DISTRICT** shall reimburse the **CITY** and/or officer for any  
81 and all litigation expenses (including, without limitation, costs, attorney fees, expert witness  
82 fees and prevailing party fees and cost). A duty of care or immunity determination may be  
83 made by a jury or a court, including a declaratory relief determination by a court after the **CITY**  
84 and/or officer settles a liability claim, with or without participation by the **DISTRICT**.

85  
86 The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by  
87 the **CITY** or its assigned officer that they would not owe in the absence of the Agreement. The  
88 Agreement does not create an affirmative duty of care (including, without limitation, a duty to  
89 protect, a duty to deter and/or a duty to intervene) by the **CITY** or the assigned officer and the  
90 absence of the assigned officer and/or the patrol vehicle is not a material breach of this  
91 Agreement. The Parties further acknowledge that by entering into this Agreement neither the  
92 **CITY** nor its assigned officer intends to waive any immunities to which they would be entitled  
93 in the absence of the Agreement.  
94

95 **INTEGRATION OF PRIOR TERMS AND CONDITIONS**

96  
97 This Agreement, including all recitals, constitutes the entire agreement of the Parties. This  
98 Agreement may be amended or modified only by the mutual written agreement of the Parties.  
99 This Agreement is invalid unless approved by the legislative body of each Party, although it may  
100 be executed by an authorized agent of each Party. An authorized agent of the **CITY** shall be a  
101 person specifically authorized by the legislative body of the **CITY** to execute this Agreement, at  
102 the level of **CITY** Manager or **CITY** Attorney or equivalent.

103  
104 IN WITNESS THEREOF, the parties have caused their authorized agents to execute this  
105 Agreement as of the date first set forth above:  
106

107 **CITY OF REEDLEY,**  
108 a municipal corporation

109  
110 By: \_\_\_\_\_  
111 Nicole R. Zieba, Reedley **CITY** Manager  
112

113 **THE KINGS CANYON UNIFIED SCHOOL DISTRICT**

114  
115 By: \_\_\_\_\_  
116 John Campbell, KCUSD Superintendent  
117  
118  
119





## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 3

**DATE:** June 11, 2019

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO EXPAND SERVICES WITHIN THE AFTER SCHOOL PROGRAMS AT WASHINGTON AND TL REED SCHOOL SITES

**SUBMITTED:** Sarah Reid, Community Services Director

**APPROVED:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

Approve and authorize the City Manager to sign a Memorandum of Understanding (MOU) with Kings Canyon Unified School District (KCUSD) to expand services within the After School Programs at Washington and TL Reed School sites.

### **EXECUTIVE SUMMARY**

KCUSD is providing \$232,090.28 in additional funding for the 2019-20 school year. These funds will support thirteen additional staff, administrative support and supplies.

### **BACKGROUND**

The City of Reedley provides services for the after school programs at Washington and TL Reed School sites. TL Reed has been double funded for the past 5 years with receiving the ASES and 21<sup>st</sup> Century funding. With the 21<sup>st</sup> Century funding expiring this year, Fresno County Superintendent of Schools reapplied on the school's behalf. Unfortunately, staff heard in May that the site was not selected to continue receiving this funding for the upcoming school year. What this does is cut the funding for this program in half. KCUSD has graciously elected to bridge the gap to keep this program whole with the amount of students it has accommodated the past few years. Three years ago, KCUSD started providing funding to the After School Programs to eliminate student wait lists. The funding provides four staff at Washington and nine at TL Reed. Because of this funding, the programs average number of students is 160 at Washington and 260 at TL Reed.

Washington After School Program is supported by three different funding sources. These

include: Proposition 49 (ASES), Save the Children and KCUSD. TL Reed After School Program is supported by two funding sources: Proposition 49 (ASES) and KCUSD. The City will enter into an agreement with each of these funding agencies.

#### **FISCAL IMPACT**

The annual budget for 2019-20 for both school sites is \$232,090.28. This amount was appropriated in the 2019-20 fiscal year budget but an Administrative Budget Amendment will be submitted to move the funding to the appropriate account.

#### **ATTACHMENTS**

1. Memorandum of Understanding between KCUSD and City of Reedley

## ***Memorandum of Understanding***

BETWEEN  
KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD)  
AND  
CITY OF REEDLEY

### **TO EXPAND THE AFTERSCHOOL PROGRAM AT WASHINGTON ELEMENTARY SCHOOL AND THOMAS LAW REED**

#### **I. TERM**

The effective dates of the Agreement are from August 1, 2019 to June 30, 2020. The first day of service shall be on or after August 1, 2019. Programs will run no later than June 30, 2020.

#### **II. SERVICES TO BE PERFORMED**

Services will include academic tutoring and enrichment programs (which may include intramural activities, performing arts, cultural topics, arts & crafts, and community service). Services will be provided each day that the afterschool program meets.

City of Reedley will provide 13 Recreation Leaders who will distribute a healthy snack, provide academic tutoring, and offer enrichment activities (which may include performing arts, cultural topics, arts & crafts, structured recreation, applied science, and community service) in a safe environment, conducive for the student-participant's personal growth. The student to staff ratio at each site will not exceed 20 students to each staff.

City of Reedley will provide administration, recruitment, planning, coordination, professional development, field site supervision, and general implementation for the expansion at the Afterschool Program at Washington and Thomas Law Reed.

City of Reedley will provide professional development for each staff member including classroom management, lesson planning and implementation, and child development principles. Ongoing evaluation, training and coaching of site staff are also included.

City of Reedley will complete reporting procedures required by KCUSD administration (e.g., attendance tracking, site profiles).

#### **III. DESCRIPTION OF PROJECT PLAN**

The expansion will increase the student participation by 60 students at Washington to bring the average number of daily student participants in the Afterschool Program to approximately 160 students. Thomas Law Reed will increase by 180 students to bring the average number of daily student participants in the Afterschool Program to 240 (with changes agreed to by both KCUSD and City of Reedley administration as deemed necessary). The students' participation in this project will increase their academic skills and their opportunities for personal growth. The goal of the project is to lower the

students on the Afterschool Program waiting list and to enhance participating students in academic skills, leadership skills, self-concept, personal awareness, improved decision-making skills, and self-motivation.

#### IV. MANNER OF PERFORMANCE

City of Reedley shall perform all services required in a competent and professional manner. All City of Reedley employee will have fingerprint clearance through DOJ and FBI, and have a negative TB test result on file (within 4 years of contract date). Each City of Reedley employee shall complete the City of Reedley employment application and screening process prior to participation. The City of Reedley After-School Program Director or Designee shall review, evaluate, and determine the acceptance of the Program to be produced under the terms of this agreement, in conjunction with KCUSD personnel or Designee.

#### V. SUPPLIES AND EQUIPMENT

All materials and supplies utilized as part of these programs will be purchased by City of Reedley (as part of the total fees for services) or by ASES and or Save the Children funds where applicable.

#### VI. PLACE OF PERFORMANCE

City of Reedley shall render service(s) described above at the following location: Washington Elementary School and Thomas Law Reed.

#### VII. COMPENSATION

The maximum to be paid to City of Reedley by KCUSD for all services and materials, including employer costs, provided under the terms of this Agreement shall not exceed \$232,090.28.

City of Reedley will invoice KCUSD in advance of services within 30 days of the execution of this agreement.

#### VIII. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party, its officers, agents, employees and members of its governing board, from and against any and all third party claims, demands, losses, judgments, liabilities, causes of action and expenses, including attorney fees and costs, of any kind or nature they may sustain or incur or which may be imposed upon them for injury to or death of any person, or damage to property, or for any other act(s) arising out of or in any manner related to or connected with the indemnifying party's (including its officers, agents and employees) willful misconduct or negligence in performing, or failing to perform, its duties or obligations under this Memorandum of Understanding.



IX. LIABILITY INSURANCE

Without limiting City of Reedley indemnification, City of Reedley shall secure and maintain during the term of the Agreement, a comprehensive general liability policy using an occurrence policy form with combined single limits of one million dollars, (\$1,000,000) with a three million (\$3,000,000) aggregate limit. KCUSD shall be named as an additional insured on the policies.

X. TERMINATION OF AGREEMENT

This Agreement terminates effective June 30, 2020. Any party may terminate this agreement at any time for any reason upon written 30 days' notice. In the event of early termination, City of Reedley shall be paid for satisfactory work performed to the date of termination.

XI. By entering into this MOU all parties recognize and agree:

- A. To work collaboratively as partners to ensure the success of the programs.
- B. That this agreement may be modified at any time by written consent.
- C. That certain information received in the course of business is confidential according to law and policy and agrees to respect requirements in this regard.
- D. That availability of funds may have a bearing on the ability to implement all or parts of this agreement.
- E. That City of Reedley and KCUSD shall comply with all applicable Federal, State, and local laws in the performance of these services.

WITNESS THEREOF, the parties hereto have executed this MOU as of the day and year first written below:

KCUSD:

City of Reedley:

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John Campbell  
Superintendent

Date

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Nicole Zieba  
City Manager

Date



## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 4

**DATE:** June 13, 2017

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SITE CONTRACT FOR THE FRESH AFTERSCHOOL PARTNERSHIP PROGRAM (ASES) AT TL REED AND WASHINGTON SCHOOLS FOR THE 2019-20 SCHOOL YEAR

**SUBMITTED:** Sarah Reid, Community Services Director

**APPROVED:** Nicole Zieba, City Manager

### **RECOMMENDATION**

To approve and authorize the City Manager to sign the Site Contract for the Fresh After School Partnership Program (ASES) at T L Reed and Washington Schools for the 2019-20 school year.

### **EXECUTIVE SUMMARY**

The City of Reedley provides services for the after school programs at TL Reed and Washington School sites. Services that the City provides include hiring, training and supervision of personnel, payroll, budget management, reimbursement billing, coordination with the school principals, and providing a cell phone at each school site. Staff would like to continue providing services for these two sites.

### **BACKGROUND**

For the past eleven years the City has provided the services for the after school program. Because of this agreement, the Community Services Department has established a relationship on both campuses, outside of the after school programs. The agreement has allowed the Community Services Department the ability to employ 30 staff members to run the day to day operations.

### **FISCAL IMPACT**

The annual budget for 2019-20 for both school sites is \$218,127.94. This amount will be reflected in the City's budget as an expenditure with the equivalent offsetting revenue from Proposition 49 funding.

### **ATTACHMENTS**

1. Site Contract for T L Reed
2. Site Contract for Washington

**SITE CONTRACT - AFTER SCHOOL PROGRAM**  
**("Site Contract")**

**SITE NO.: 1C**

**"Site Contract Term": 07/01/2019 to and including 06/30/2020 (must be within Master Contract Term)**

<b>1. Contractor:</b>	City of Reedley		
<b>2. School District:</b>	Kings Canyon Unified School District		
<b>3. Required Minimum Daily Attendant</b>	100	<b>School Site:</b>	TL Reed
<b>4. Type of Services Required (mark one):</b>	<input checked="" type="checkbox"/> Base Services <input type="checkbox"/> Supplemental Services		
<b>5. Program End Date:</b>	Tuesday June 9, 2019		
<b>6. Program Days (mark and complete as applicable):</b>	<input checked="" type="checkbox"/> Monday - Friday <input type="checkbox"/> Other (specify day(s)): _____		
<b>7. "Program Hours" (mark and complete):</b>	<input checked="" type="checkbox"/> Regular Program Day Schedule: 1:30 - 6:15 pm <input type="checkbox"/> Kindergarten Program Day Schedule: ##:## - ##:## <input type="checkbox"/> (Mark if applicable and complete): The Program Hours stated above include _____ minutes/hour per Program Day for Contractor to prepare and set up and _____ hour/minutes for Contractor for clean up depending on position.		

**Estimated Minimum Students to be Served:** 240

**No. of "Program Days":** 187  
 (Includes \_\_\_\_\_ days for set up before, during district buy back days and after the start, and conclusion of the After School Program)

**X Regular Early Release Program Day Schedule:** 12:30-6:15pm  
 \_\_\_\_\_ Mon \_\_\_\_\_ Tues \_\_\_\_\_ X Wed \_\_\_\_\_ Thu \_\_\_\_\_ Fri  
**Kindergarten Early Release Program Day Schedule:**  
 ##:## - ##:##  
 \_\_\_\_\_ Mon \_\_\_\_\_ Tue \_\_\_\_\_ Wed \_\_\_\_\_ Thu \_\_\_\_\_ Fri

This Site Contract is entered into pursuant to the Master Program Provider Agreement ("Master Contract"), effective August 1, 2018 and entered into by and between Contractor and Fresno County Superintendent of Schools ("FCSS"). This Site Contract incorporates by reference the terms and conditions of the Master Contract. Except as stated in this Site Contract, all terms and conditions of the Master Contract and amendments thereto, if any, shall remain in full force and effect in accordance with the terms and conditions stated therein and all terms used in this Site Contract shall have the same meaning as in the Master Contract. If any terms or provisions of this Site Contract conflict with any terms or conditions of the Master Contract, the terms and conditions of the Master Contract shall govern.

Contractor shall provide the Staff Position stated below to perform the Services, as indicated above, at the School Site. **The Staff Position No., Title, and Staff Position Hourly Rate stated below shall match those stated in the Staff Positions and Staff Position Hourly Rates Schedule (RFP Document D-2).** Unless specifically stated in this Site Contract, Contractor shall not charge FCSS, and FCSS shall not be obligated to pay Contractor, for any time in excess of the Program Hours stated in this Site Contract, any Staff Position that is not stated on this Site Contract and RFP Document D-2, or any Staff Position Hourly Rate that is not stated on this Site Contract and RFP Document D-2.

Staff Position No.	Title of Staff Position	Regular Working Hours	Early Release Working Hours	A1 No. of Staff Positions to be Provided	A2 Staff Position Hourly Rate	"Regular Program Day"			"Early Release Program Day"		
						A3 No. of Program Days	A4 No. of Program Hours Per Program Day	A5 Subtotal A1XA2XA3XA4	A6 No. of Program Days	A7 No. of Program Hours Per Program Day	A8 Subtotal A1XA7XA8
1	Site Coordinator	4.5	5.75	1	\$29.35	149	4.5	\$19,679.17	38	5.75	\$6,415.16
3	Assistant Site Coordinator	4.5	5.75	1	\$21.10	149	4.5	\$14,147.55	38	5.75	\$4,610.35
5	Recreation Leader 2	4	4.75	1	\$20.35	149	4	\$12,128.60	38	4.75	\$3,673.18
6	Recreation Leader 3	4	4.75	2	\$19.60	149	4	\$23,363.20	38	4.75	\$7,075.60
7	Recreation Leader 4	4	4.75	1	\$19.35	149	4	\$11,532.60	38	4.75	\$3,492.68
10	Recreation Leader 7	4	4.75	1	\$18.60	149	4	\$11,085.60	38	4.75	\$3,357.30





**SITE CONTRACT - AFTER SCHOOL PROGRAM**  
**("Site Contract")**

SITE NO.: 2C

**"Site Contract Term":** 07/01/2019 to and including 06/30/2020 *(must be within Master Contract Term)*

1. Contractor:	City of Reedley	
2. School District:	Kings Canyon Unified School District	School Site: Washington Elementary
3. Required Minimum Daily Attendance:	75	Estimated Minimum Students to be Served: 145
4. Type of Services Required (mark one):	<input checked="" type="checkbox"/> Base Services <input type="checkbox"/> Supplemental Services	
5. Program:	5-Aug-19	Program End Date: Month June 9, 2020
6. Program Days (mark and complete as applicable):	<input checked="" type="checkbox"/> Monday - Friday <input type="checkbox"/> Other (specify day(s)):	
7. "Program Hours" (mark and complete):	<input checked="" type="checkbox"/> Regular Program Day Schedule: 2:15 - 6:00 pm <input type="checkbox"/> Kindergarten Program Day Schedule: ##-##-##-## - (Mark if applicable and complete): The Program Hours stated above include _____ minutes/hour per Program Day for Contractor to prepare and set up and _____ hour/minutes for Contractor for clean up depending on position. <input type="checkbox"/> Regular Early Release Program Day Schedule: 1:00-6:00 pm - Mon _____ Tues _____ X Wed _____ Thu _____ Fri _____ - Kindergarten Early Release Program Day Schedule: ##-##-##-## - Mon _____ Tue _____ Wed _____ Thu _____ Fri _____	

No. of "Program Days": 184

(includes \_\_\_\_\_ days for set up before, during district buy back days and after the start, and conclusion of the After School Program)

This Site Contract is entered into pursuant to the Master Program Provider Agreement ("Master Contract"), effective August 1, 2018 and entered into by and between Contractor and Fresno County Superintendent of Schools ("FCSS"). This Site Contract incorporates by reference the terms and conditions of the Master Contract. Except as stated in this Site Contract, all terms and conditions of the Master Contract and amendments thereto, if any, shall remain in full force and effect in accordance with the terms and conditions stated therein and all terms used in this Site Contract shall have the same meaning as in the Master Contract. If any terms or provisions of this Site Contract conflict with any terms or conditions of the Master Contract, the terms and conditions of the Master Contract shall govern.

Contractor shall provide the Staff Position stated below to perform the Services, as indicated above, at the School Site. The Staff Position No., Title, and Staff Position Hourly Rate stated below shall match those stated in the Staff Positions and Staff Position Hourly Rates Schedule (RFP Document D-2). Unless specifically stated in this Site Contract, Contractor shall not charge FCSS, and FCSS shall not be obligated to pay Contractor, for any time in excess of the Program Hours stated in this Site Contract, any Staff Position that is not stated on this Site Contract and RFP Document D-2, or any Staff Position Hourly Rate that is not stated on this Site Contract and RFP Document D-2.

Staff Position No.	Title of Staff Position	Regular Working Hours	Early Release Working Hours	A1 No. of Staff Positions to be Provided	A2 Staff Position Hourly Rate	"Regular Program Day"			"Early Release Program Day"		
						A3 No. of Program Days	A4 No. of Program Hours Per Program Day	A5 Subtotal A1XA2XA3XA4	A6 No. of Program Days	A7 No. of Program Hours Per Program Day	A8 Subtotal A1XA2XA6XA7
2	Site Coordinator 2	3.75	3.75	1	\$26.60	146	3.75	\$14,563.50	38	3.75	\$3,790.50
4	Recreation Leader 1	3.75	5	1	\$21.00	146	3.75	\$11,497.50	38	5	\$3,990.00
8	Recreation Leader 5	3.75	5	1	\$19.10	146	3.75	\$10,457.25	38	5	\$3,629.00
9	Recreation Leader 6	3.75	5	3	\$18.85	146	3.75	\$30,961.13	38	5	\$10,744.50

**\$89,633.38**

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**\$**

**\$3,480.25**

**A12: Not-to-Exceed "Site Contract Amount" (sum of A9 - A11):**

**SCHOOL AUTHORIZED AGENT:** The undersigned, being the authorized agent of School District and School Site ("**School Authorized Agent**"), hereby approves the above-stated Services, not-to-exceed Site Contract Amount, and all terms and conditions of this Site Contract. If required by the separate contract between School District and FCSS, two School Authorized School Agents must sign this Site Contract.

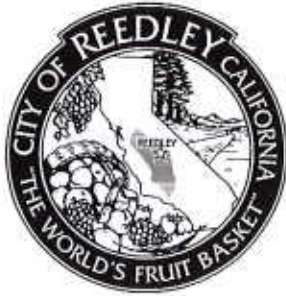
In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Site Contract and the Master Contract, Contractor and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Site Contract. Each person executing this Site Contract on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Site Contract.

FCSS

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **REEDLEY CITY COUNCIL**

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 5

**DATE:** June 11, 2019

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A RENEWAL AGREEMENT ON BEHALF OF THE CITY OF REEDLEY, BETWEEN THE CITY OF REEDLEY, WEST COAST MENNONITE CENTRAL COMMITTEE AND KINGS CANYON UNIFIED SCHOOL DISTRICT FOR THE RESTORATIVE JUSTICE INITIATIVE FOR THE 2019-2020 FISCAL YEAR.

**PREPARED BY:** Marc A. Ediger, Police Lieutenant

**SUBMITTED:** Jose L. Garza, Chief of Police

**APPROVED:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

That the City Council approve and authorize the City Manager to execute an annual Memorandum of Understanding between the Kings Canyon Unified School District ("KCUSD") and West Coast Mennonite Central Committee ("MCC") for a Restorative Justice Director to be under contract as a consultant for the 2019-2020 school year.

### **EXECUTIVE SUMMARY**

The Reedley Police Department has historically received \$29,000 from KCUSD to assist in providing a Restorative Justice Director during each fiscal year. The City as allocated, as part of the FY 2019-2020 budget, \$19,000 for a combined funding total of \$48,000 for the Reedley Peace Building Initiative.

### **BACKGROUND**

The Reedley Police Department continues to be committed to implementing a strategy of restorative justice in the community that will help to create a more peaceful, just and healthy community. The Reedley Police Department makes every attempt to restore relationships between victims and primarily juvenile offenders, prevent offenders from committing further crimes, and promote community involvement through a restorative justice method.

The Reedley Peace Building Initiative (RPBI) is designed to be a positive alternative to the standard court process and criminal justice system. This program is not the responsibility of just one agency or entity, but rather an umbrella under which a partnership has been formed between the Reedley Police Department, West Coast Mennonite Central Committee, and Kings Canyon Unified School District. Over the past 8 years, MCC has provided a consultant who has been the RPBI Director and has worked toward building the partnerships, expanding the scope of Restorative Justice within the District and has strengthened relationships between victims, offenders and the community.

The RPBI Partners (Reedley Police Department, Kings Canyon Unified, West Coast Mennonite Central Committee and Community Youth Ministries purchased a database (Outcome Tracker) which was implemented in 2018. The database serves as the official record keeping software for all restorative justice cases and contracts. The initial purchase of Outcome Tracker was funded in the 2018-2019 fiscal budget which included a \$4,400.00 fee per year for maintenance & support, covering fiscal years 2018-19 and 2019-2020. The next yearly maintenance fee will not be due until the 2020-2021 fiscal year.

Jake Harder (MCC employee) officially became the RPBI Director January 1, 2018 and continues to be focused on efficiency, forward progress and maintenance of the case management system. He also serves as the "in house" trainer for restorative justice case mediation. Jennifer Jantzen (CYM employee) continues to be a Case Manager under Director Jake Harder for this upcoming fiscal year. As a team they have proven to be effective and efficient in sustaining the RPBI and also implementing a philosophy of forward vision.

### **FISCAL IMPACT**

The MOU for the FY 2019-2020 will remain at previous levels with \$19,000 contributed by the City and \$29,000 contributed by KCUSD. There is a requested increase in the MOU for the Director's bi-weekly salary in the amount of \$200. This would increase the current Director salary from \$700 bi-weekly to \$900 bi-weekly.

### **PRIOR COUNCIL ACTIONS**

The City Council approved similar MOU's beginning 2013 through 2019

1. Memorandum of Understanding 2019-2020

Motion: \_\_\_\_\_

Second: \_\_\_\_\_



## **MEMORANDUM OF UNDERSTANDING**

Between the **City of Reedley (CITY)**, the **Kings Canyon Unified School District (KCUSD)**, and the **West Coast Mennonite Central Committee (Consultant)**, a California non-profit corporation,  
for Reedley Peace Building Initiative Restorative Justice System (RPBI)

**The parties agree to the following:**

### **1. Description of services/products to be provided by “Consultant” to CITY and KCUSD:**

- a) As of **July 1, 2019**, and continuing through **June 30, 2020**, Consultant will provide services to KCUSD to coordinate and direct Reedley Peace Building Initiative (‘RPBI’) Restorative Justice practices, with primary focus on Reedley High School (RHS), and secondary focus on elementary and middle schools.
- b) As of July 1, 2019, and continuing through June 30, 2020, Consultant will work closely with the Reedley Police Department to maintain consistency and assure sustainability in RPBI Restorative Justice juvenile cases in schools. Specifically, Consultant will direct the RPBI Restorative Justice Program at Reedley High School with accountability to the Reedley Police Department; work collaboratively with KCUSD staff and partner agencies (i.e. CYM); coordinate the recruitment, training and assignment of community volunteer mediators for all KCUSD schools; determine eligibility of cases for RPBI; ensure assignment of mediators and completion of cases; provide up to date follow-up and reporting.
- c) As of July 1, 2019, Consultant will assist the Reedley Police Department with ongoing management of the database system (Outcome Tracker) that is purchased collectively by the RPBI partners. Consultant will work closely with the RPBI Case Manager from CYM to ensure that the database is managed and consistently up to date with all pertinent case information. Outcome Tracker will continue to be the standard moving forward for all caseload documentation within RPBI. The Reedley Police Department, MCC and KCUSD will all have full access to the database.

### **2. Schedule of performance reports/work-in-progress to be submitted by Consultant to CITY and KCUSD:**

Consultant will be available for in person meetings and submit written reports or updates weekly as requested to CITY and KCUSD. Primary reporting will be with the Reedley Police Department RPBI leadership. Consultant will submit invoices for services to CITY bi-weekly.

### **3. Performance standards:**

Consultant agrees to use their best efforts to accomplish the goals described above, advance the mission RPBI Restorative Justice initiatives in KCUSD, and uphold their values.



#### **4. Budget**

##### **a) Costs to be paid by CITY (e.g., transportation, per diem expenses, etc.):**

CITY will reimburse Consultant out of pocket costs. Consultant will not incur a single expense in excess of \$50 without prior CITY approval. At their sole discretion, CITY shall cover costs for services under this MOU that exceed \$29,000, including increased use and/or compensation to the Consultant, utilizing a grant/donation received from the Fresno Regional Foundation. KCUSD may also elect to pay for additional services within the scope and term of this Agreement provided all parties agree in writing prior to commencing said additional services.

##### **b) Amount KCUSD will pay for services provided; \$29,000:**

\$5,000 to CITY for RPBI Program Expenses

\$24,000 to CITY for contracted monthly services with Consultant

Estimated of 40 hours weekly or 160 hours monthly (\$900 bi-weekly)

- Weekly hours may exceed 40 when specialized trainings or meetings are scheduled after normal work hours.

##### **c) Schedule of payments:**

\$29,000 to CITY paid by KCUSD by January 30, 2019

\$900 to Consultant paid by CITY (bi-weekly upon receipt of invoice for services) subject to CITY approval of costs exceeding \$20,000 under this agreement.

- Not to exceed \$30,000 per fiscal year

##### **d) Payment Arrangements:**

The CITY, KCUSD, and MCC agree to allow CITY to pay Consultant, an individual, directly for services rendered under the Agreement instead of to MCC. MCC agrees that this payment arrangement does not change its obligations to indemnify the parties and provide evidence of insurance as required in the Agreement; specifically that MCC acknowledges that their: 1) commercial liability, 2) auto liability, 3) worker's compensation, and 4) Educators Legal Liability (or equivalent professional liability) insurance covers Consultant's services performed under this Agreement. This payment arrangement in no way implies that Consultant is an employee of the City of Reedley or Kings Canyon Unified School District.

##### **e) Remaining Fund Balance:**

Any remaining fund balance as of June 30, 2019 will be encumbered by the City and set aside for future research and development related to RPBI and Restorative Justice.

#### **5. Equipment to be provided by KCUSD or CITY: None**

#### **6. Except for the equipment described in the preceding paragraph, the Consultant is solely responsible to provide, maintain, insure and replace all personal effects and equipment related to the performance of this Agreement. The CITY agrees to pay MCC up to 50% of telephone and wireless computer access costs used by Consultant in accordance with workload performed under this agreement. An invoice will be provided by MCC bi-annually to be paid by the CITY.**

7. A primary email account will be provided for the Consultant as part of this Agreement.
8. Consultant will provide the services and/or products required by this Agreement as an independent contractor and not as an employee. Consultant is not on account of this Agreement entitled to any medical, health, disability, life or property insurance or coverage maintained or provided by KCUSD or CITY. Prior to commencement of services required by this Agreement, Consultant will confirm that they have medical insurance coverage for the duration of this Agreement.
9. In the event of injury or damage to persons or property resulting in whole or in part from the joint activities or joint omissions of KCUSD, CITY and Consultant, liability between KCUSD, CITY and Consultant will be apportioned according to the respective degrees of fault. In the event the respective degrees of fault have not been determined by a court of law in an action commenced by a person or entity not a party to this Agreement, the respective degrees of fault will be determined in accordance with Paragraph 9 of this Agreement.
10. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*
- **Educators Legal Liability (ELL) or Equivalent:** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

## Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### ***Additional Insured Status***

**The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

### ***Waiver of Subrogation***

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least one (1) year after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***one (1)*** year after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### ***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

#### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. All writings, photographs, transparencies, products and materials delivered by Consultant to KCUSD or CITY in fulfillment of this Agreement will be the sole property of KCUSD and CITY.
12. In the course of providing the services and/or products, Consultant may be required to access information that is confidential to KCUSD or CITY or personal information about constituents, employees and/or contractors. Consultant will keep all such information confidential and will collect, use and disclose such information only on a need-to-know basis in a manner consistent with the provision of the services and/or products. Without limiting the generality of what precedes, Consultant specifically agrees to:
  - a) Protect and safeguard all confidential/personal information in a manner that meets or exceeds normal business standards.
  - b) Collect, use and disclose confidential/personal information only for the identified purposes as specified by KCUSD or CITY from time to time.
  - c) Acknowledge that confidential/personal information supplied by the KCUSD and CITY shall remain the exclusive property of KCUSD and CITY.
  - d) Undertake not to copy, disclose, convey or transfer any confidential/personal information to a third party without the prior written consent of KCUSD or CITY.
  - e) Indemnify and hold harmless KCUSD and CITY and/or any of its employees from losses resulting from Consultant's breach of these provisions.



13. Any dispute or question which arises in connection with the interpretation, performance, implementation or breach of this Agreement will be submitted to mediation using a mediator selected by the *parties* from a list of names provided by either or all parties.
14. Non-Disparagement. The Consultant agrees not to make any disparaging statements to any person or entity about KCUSD or City, its officers, directors, employees or programs. A disparaging statement is any communication which could reasonably be expected to cause the recipient of the communication to substantially question the business condition, integrity, competence, fairness, or good character of the person or entity. This Section shall survive the termination of the Agreement.
15. The provisions of this Agreement constitute the entire and only agreement between the parties concerning the subject matter described herein, and bind the parties, their successors and assigns. This Agreement can only be changed by approval in writing by all parties.

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**Nicole Zieba, City Manager**  
**City of Reedley**

**Date**

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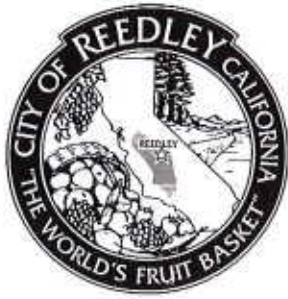
**John Campbell, Superintendent**  
**Kings Canyon Unified School District**

**Date**

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**Nathan Yoder, Director**  
**West Coast Mennonite Central Committee**

**Date**



## **REEDLEY CITY COUNCIL**

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 6

**DATE:** June 11, 2019

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE ANNUAL SERVICE AGREEMENT WITH KINGS CANYON UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER FOR THE 2019/2020 SCHOOL YEAR.

**SUBMITTED:** Jose L. Garza, Chief of Police 

**APPROVED:** Nicole R. Zieba, City Manager

---

### **RECOMMENDATION**

That the City Council approve and authorize the City Manager to sign on behalf of the City of Reedley a service agreement with Kings Canyon Unified School District ("KCUSD") for a School Resource Officer for the 2019/2020 school year.

### **BACKGROUND**

The Reedley Police Department has provided a School Resource Officer to KCUSD for many years. Both parties believe that a School Resource Officer is important for the security of the students, provides positive interaction with students and helps with the prevention of crime. This partnership has had positive outcomes for all parties involved.

### **FISCAL IMPACT**

KCUSD will pay the City of Reedley \$65,000 for a portion of one officer's time to be spent as the School Resource Officer for the 2019/2020 school year. It should be noted in the previous years KCUSD paid \$60,000 and through negotiations agreed to increase the payment to \$65,000.

### **ATTACHMENTS**

1. Services Agreement between the City of Reedley and the Kings Canyon Unified School District

# SERVICES AGREEMENT

Between the City of Reedley and the Kings Canyon Unified School District  
for **Police School Resources Officer**

This Services Agreement (Agreement) is entered into the 1st day of July 2019, by and between the City of Reedley, a municipal corporation, ("City"), and The Kings Canyon Unified School District ("District").

## **ROLES, CONTRIBUTIONS AND RESPONSIBILITIES**

The City agrees to provide (1) one Police School Resource Officer assigned to Reedley High School and its feeder elementary and middle schools. The base of operations for the Reedley School Resource Officer will be Reedley High School, where it is understood that the officer will respond to non-school calls, as needed, and attend meetings and training, as required by the Reedley Police Department.

## **COMPENSATION**

District agrees to pay City a total of \$65,000 for (1) one officer to provide these services. Payment will be made in two installments of \$32,500 to be paid upon being invoiced by the City of Reedley in September 2019 and January 2020. Payments will be made no later than 30 days from the invoice date.

## **EFFECTIVENESS, DURATION AND TERMINATION**

This Agreement shall be effective as of the date first written above and shall remain in effect for an initial term running through June 30, 2020. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than 30 days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro-rated share of the compensation based upon a 12-month timeframe.

## **INDEMNIFICATION**

The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees,

expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

#### **INTEGRATION OF PRIOR TERMS AND CONDITIONS**

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF REEDLEY,  
a municipal corporation

By: \_\_\_\_\_  
Nicole R. Zieba, Reedley City Manager

THE KINGS CANYON UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
John Campbell, KCUSD Superintendent





## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 7

**DATE:** June 11, 2019

**TITLE:** ADOPT RESOLUTION NO. 2019-053 TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE ANNUAL CONTRACT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR SENIOR CITIZEN PROGRAM FUNDING FOR FISCAL YEAR 2019-20.

**PREPARED:** Christina Ontiveros, Senior Coordinator

**SUBMITTED:** Sarah Reid, Community Services Director

**APPROVED:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

Adopt Resolution No. 2019-053 to approve and authorize the City Manager to sign the annual contract with the Fresno-Madera Area Agency on Aging (FMAAA) for Senior Citizen Program funding for Fiscal Year 2019-20.

### **EXECUTIVE SUMMARY**

This grant provides funding for the City's congregate and homebound senior meal programs.

### **BACKGROUND**

The Reedley Senior Center served over 5,200 meals this last fiscal year. The attached resolution is required to be filed with the City's grant request for funding senior citizen services.

### **FISCAL IMPACT**

The City will receive approximately \$8,000 during the fiscal year 2019-20. The City's match is \$10,772, which is already budgeted for in the city of Reedley's adopted 2019-20 fiscal year budget. This includes a percentage of the Senior Coordinator's salary, payroll taxes, benefits and program supplies. Last year, the City received a baseline amount of \$12,000, plus an additional one-time amount of \$7,500 in October.

### **PRIOR COUNCIL ACTIONS**

This is an annual item brought before the City Council.

### **ATTACHMENTS**

1. Resolution No. 2019-053
2. Fresno Madera Area Agency on Aging (FMAAA) Contract

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

**RESOLUTION NO. 2019-053**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE ANNUAL CONTRACT WITH THE FRESNO-MADERA AREA AGENCY ON AGING FOR SENIOR CITIZEN PROGRAM FUNDING FOR FISCAL YEAR 2019-20**

**WHEREAS**, the City of Reedley operates Senior Citizen Programs in the Community;  
and

**WHEREAS**, the Fresno-Madera Area Agency on Aging provides grants for Senior Citizen programs; and

**WHEREAS**, the City of Reedley applies for and has secured grants on a continuous basis for many years and has been required to execute grants on a yearly basis.

**NOW, THEREFORE**, BE IT RESOLVED that the City of Reedley City Council to approve and authorize the City Manager to execute contracts with the Fresno-Madera Area Agency on Aging on behalf of the City of Reedley.

The foregoing Resolution was approved this 11<sup>th</sup> day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Frank Piñon, Mayor

ATTEST:

By: \_\_\_\_\_  
Sylvia B. Plata, City Clerk



Fiscal Year 2019-2020 Contract  
between  
City of Reedley  
and  
Fresno-Madera Area Agency on Aging

Contract No. 20-0171  
Site Management

## DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of all contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

Type entries and enter **original signatures in ink** on **both** sets of documents:

- ☒ **Page 2, Area Plan Grant Award Contract Signature Page** (Page 2a for City of Fresno)  
Must include signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; and signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☒ **Appendix A, Resolution of Authorization to Contract**  
Must contain signature of chair of service provider's governing board.
- ☒ **Appendix B, Contractor Certification Clauses**  
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☒ **Appendix C, Information Integrity and Security Statement**  
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☒ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**  
Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A). Only page 1, signature page required (do not submit page 2-6).

The following contract documents require typed entries on both sets of documents:

- ☒ **Appendix D, Method of Providing Audit Compliance**
- ☒ **Exhibit B, Budget: Email Excel version to [tscheidt@fmaaa.org](mailto:tscheidt@fmaaa.org); submit 2 hard copies with contract**
- ☒ **Exhibit E, Program Narrative: Email Word version to [admin@fmaaa.org](mailto:admin@fmaaa.org), submit 2 hard copies with contract**
- ☒ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ 1. List of all proposed subcontractors for this Agreement (if any), and, following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.
- ☒ 2. **Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificate to ensure all contractual requirements for insurance certificate are met and **specific contract language** included on certificate.*
- ☒ 3. Copy of **IRS Determination Letter of Tax Exempt Status** if a non-governmental organization.
- ☒ 4. **Organizational chart**, including names and position titles for contracted program
- ☒ 5. **Job Description and Resume** of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program
- ☒ 6. **List of Governing Board members**
- ☒ 7. **List of Advisory Council or Advisory Committee members** (if applicable)
- ☒ 8. **Current documents** (i.e. flyers, brochures) used to promote the **contracted program**



# Area Plan Grant Award

## Table of Contents

Documents Required to Execute Contract.....	i
<b>CONTRACT .....</b>	<b>1</b>
<b>AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION.....</b>	<b>3</b>
Article I. Definitions and Resolutions of Language Conflicts .....	3
Article II. Agreement .....	5
Article III. Term of Agreement .....	6
Article IV. Reasonableness of Compensation .....	6
Article V. Assurances .....	6
Article VI. Funds .....	21
Article VII. Budget and Budget Revision.....	25
Article VIII. Payment.....	28
Article IX. Subcontracts .....	29
Article X. Records and Reports .....	30
Article XI. Property .....	32
Article XII. Access .....	35
Article XIII. Monitoring and Evaluation.....	35
Article XIV. Audit Requirements.....	36
Article XV. Insurance .....	42
Article XVI. Donations.....	44
Article XVII. Termination .....	45
Article XVIII. Remedies and Appeal Process.....	48
Article XIX. Amendments, Revisions or Modifications .....	48
Article XX. Notices .....	49

# **Area Plan Grant Award**

## **Table of Contents (Continued)**

### **APPENDICES**

Resolution of Authorization to Contract .....	Appendix A
Contractor Certification Clauses .....	Appendix B
Information Integrity and Security Statement .....	Appendix C
Method of Providing Audit Compliance .....	Appendix D
Required Reports and Due Dates .....	Appendix E
Sanction Policy .....	Appendix F
Appeal Procedure for Service Providers .....	Appendix G
Fresno-Madera Area Agency on Aging Contact List for Service Providers .....	Appendix H
Fresno-Madera Area Agency on Aging Emergency Contact Information .....	Appendix I
Community Focal Points List .....	Appendix J
Request for Taxpayer Identification Number and Certification .....	Appendix K

### **EXHIBITS**

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

**CONTRACT BETWEEN**  
**CITY OF REEDLEY**  
**AS SERVICE PROVIDER**  
**AND**  
**FRESNO-MADERA AREA AGENCY ON AGING**  
**(HEREINAFTER REFERRED TO AS AGENCY ON AGING)**  
**3837 NORTH CLARK STREET**  
**FRESNO, CA 93726**

- A. Name and principal address of service contractor (hereinafter referred to as service provider):

**City of Reedley**  
**100 North East Street**  
**Reedley, CA 93634**

- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2019 to June 30, 2020, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation for the July 1, 2019 through September 30, 2019 period may be incurred after September 30, 2019. No expenditure or obligation for the funding allocation for the October 1, 2019 through June 30, 2020 period may be incurred after June 30, 2020.
- D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on May 15, 2019			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Service	Agency on Aging Contract No.	Funding Period	Grant Amount
Site Management	20-0171	July 2019 - September 2019	\$2,170
		October 2019 - June 2020	\$5,830
Total Fiscal Year 2019-2020 Grant Award:			\$8,000

- E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.
- F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.





**FOR SERVICE PROVIDER:**

*Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.*

Date

Type Name

Title

Signature of Authorized Contracting Official  
(Refer to Appendix A)

Date

Type Name

Title

Contractor Federal Employer I.D. Number

**FOR FRESNO-MADERA AREA AGENCY ON AGING:**

Signature

Date

Jean Robinson

Executive Director

Type Name

Title

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

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. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

## **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 §200.4 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. "CCR" means California Code of Regulations.
- F. "CFR" means Code of Federal Regulations.
- G. "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)
- H. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

- I. "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.
- J. "OAA" means Older Americans Act.
- K. "OMB" means the federal Office of Management and Budget.
- L. "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.
- M. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.
- N. "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).
- O. "Recoverable cost" means the state and federal share of the questioned cost.
- P. "Reimbursable item" also means "allowable cost" and "compensable item."
- Q. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- R. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

- S. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
- T. "USC" means United States Code.
- U. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.
- V. 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 Older Americans Act of 1965 and Amendments of 2016 (OAA as amended) and other applicable federal statutes and their implementing regulations.
  - 2. If applicable, the Older Californians Act and other California State codes and regulations.
  - 3. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.
  - 4. 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>.
  - 5. Program memos and other guidance issued by the California Department of Aging.

## **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, 3837 North Clark Street, Fresno, CA 93726.

### **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, 2019, through June 30, 2020, 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 mere 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 10 (ten) percent.
  - b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, 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 2 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 \$100,00 or more, executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 501 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 Integrity and Security

##### 1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, §5300-5365.3; California Government Code §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of Agency on Aging programs and services.
- b. Information Assets may be in hard copy or electronic format and may include, but are not limited to:
  - 1) Reports;
  - 2) Notes;
  - 3) Forms;

- 4) Computers, laptops, cellphones, printers, scanners;
- 5) Networks (LAN, WAN, WIFI), servers, switches, routers;
- 6) Storage media, hard drives, flash drives, cloud storage;
- 7) Data, applications, databases.

## 2. Encryption of Computing Devices

The Contractor and its Subcontractors/Vendors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information, including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media).

- a. Use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

## 3. Disclosure

- a. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive, and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.
- b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive, and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying Information" shall include, but not be limited to: Name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

- d. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive, and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
  - e. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
  - f. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.
4. Privacy and Information Security Awareness Training
- a. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive, and/or personal identifying information must complete the required Privacy and Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security and Privacy, at the following URL:  
  
[https://www.aging.ca.gov/ProgramsProviders/Information\\_Security\\_and\\_Privacy/](https://www.aging.ca.gov/ProgramsProviders/Information_Security_and_Privacy/)
  - b. Privacy and Information Security Awareness Training must be completed within thirty (30) days of the start date of the Contract/Agreement; within thirty (30) days of the start date of any new employee, Subcontractor, Vendor, or volunteer's employment; and annually thereafter.
  - c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.



5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/ Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement

The Contractor shall sign and return to the Agency on Aging the *Information Integrity and Security Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

<https://www.aging.ca.gov/ProgramsProviders/>

8. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors, to anyone whose confidential, sensitive, and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance

The Contractor shall apply security patches and upgrades and keep anti-virus software up-to-date on all systems on which State and/or Agency on Aging data may be used.

10. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files, and backup files are encrypted.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

I. Copyrights

1. If any material funded by this Agreement 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 Section J of this Article.
2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.
3. If the material is copyrighted with the consent of the State, 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 the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement 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 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.
4. Materials published or transferred by the Contractor and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data."
5. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.

6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC §7401]
2. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]
4. State Contract Act. [California Public Contract Code §10295 et seq.]
5. Unruh Civil Rights Act. [California Public Contract Code §2010]

L. 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.

M. 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.

N. 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.

O. 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.

- P. If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with California Public Contract Code 10353.

Q. 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.

R. 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.

S. 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 hereunder in accordance with this Agreement.
2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.
3. The Contractor and its Subcontractor/Vendors shall comply with California Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
4. Travel Reimbursement



- a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

In State:

- Mileage:  
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals):  
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging:  
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

- b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, 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 Agency on Aging and the State. [2 CCR §599.615 et seq.]

5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging to be noncompliant with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was 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.

4. 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:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. 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.

D. 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.
3. 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.
4. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, 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 contract amendment to the Contractor to reflect the reduced funding for this Agreement.

5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions.

## 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, 2020.
- 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 unless there is an accepted negotiated rate accepted by all Federal awarding agencies [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1),(f)].
  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 programs, 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:
  - 1) 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.
  - 2) 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).

- 3) 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: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

- b. Title III E Family Caregiver Support Program: Approximately fifty percent (50%) of the sum of the grant award, plus the minimum matching contributions.
- 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 15<sup>th</sup> 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, 2020. If Agreement is terminated or cancelled prior to June 30, 2020, 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.

## 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 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 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. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302 and 45 CFR §75.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.
6. After the authorized period has expired, confidential records shall be destroyed by shredding 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. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. 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 \$500 (a desktop or laptop setup is considered a unit, if purchased as a unit).
  2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).
    - a. Purchase and use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.
- 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 of \$500 or more requires justification 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).
- 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 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.

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.

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

- C. 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.
- D. 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.

#### **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 books, documents, papers, and records. 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 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 §200.16 and 45 CFR §75.2).
  - b. Internal controls (2 CFR §200.303 and 45 CFR §75.303)
  - c. Allocation of expenditures (2 CFR §200.4 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:

Fresno Madera Area Agency on Aging  
3837 North Clark Street  
Fresno, California 93726

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 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 and 45 CFR §75.305.
  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.
- K. 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.

- L. 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 – Title III B & VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title III B & 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 shall 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, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:
    - \$ 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 errors and omissions.
- 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 Department of General Services.
- 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 address (3837 N. Clark St., Fresno, CA 93726) 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 Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [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 services shall not use means tests.
  2. Any Title III or Title VII 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 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 Service Provider 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 State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice.

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. 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.
  - 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 Agency on Aging 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 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. 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, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other

party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.

- C. 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 of State Government.
- D. 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 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.

#### **ARTICLE XX. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, 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.



## Appendices Cover Page

- Type entries in highlighted boxes as indicated.
- Appendices are set up for two-sided printing. Blank pages have been inserted where needed to accommodate two-sided printing.
- Print two two-sided sets after typing entries, and obtain original signatures and dates on both sets where indicated.

**APPENDIX A**  
**RESOLUTION OF AUTHORIZATION TO CONTRACT**

The governing board of \_\_\_\_\_  
City of Reedley  
(Service Provider)

hereby authorizes \_\_\_\_\_  
Nicole R. Zieba, 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, 2019, to June 30, 2020, including any subsequent amendments and all necessary supporting documents.

\_\_\_\_\_  
Frank Pinon  
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/Vendor Name (Typed)*

\_\_\_\_\_  
*Federal ID Number*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date Executed*

\_\_\_\_\_  
*Name and Title of Person Signing (Typed)*

#### CONTRACTOR CERTIFICATION CLAUSES

*Source: State of California CCC 04/2017*

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

## APPENDIX B

### CONTRACTOR CERTIFICATION CLAUSES

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 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](http://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



## **APPENDIX B**

### **CONTRACTOR CERTIFICATION CLAUSES**

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.
- 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))

## **APPENDIX B**

### **CONTRACTOR CERTIFICATION CLAUSES**

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

#### CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the Statements below.

\_\_\_\_\_  
*Contractor/Vendor Name (Typed)*

\_\_\_\_\_  
*Contract Number*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name and Title of Person Signing (Typed)*

**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:**

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information 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.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.

## **APPENDIX C**

### **INFORMATION INTEGRITY AND SECURITY STATEMENT**

- All employees/subcontractors of the Contractor/Vendor will complete the required Privacy and Information Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov), within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor, and annually thereafter.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

- I agree to protect the following types of confidential information which include but are not limited to:
  - Social Security number.
  - Medical information.
  - Claimant and employer information.
  - Driver's License information.
  - Information about individuals that relates to their personal life or identifies or describes an individual.
  - Other agencies' confidential and proprietary information.
  - Criteria used for initiating audit selection.
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
  - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
  - Securing confidential information in approved locations.
  - Never removing confidential information from the work site without authorization.



**APPENDIX D**  
**METHOD OF PROVIDING AUDIT COMPLIANCE**

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

1. **Review Article XIV of this Agreement (Audit Requirements).**
2. Place an **X** in the appropriate box below:

☐ 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

Month

30

Day

2020

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 15<sup>th</sup> of each month*

- Monthly Report of Expenditures and Donations Revenue

**Title III E Family Caregiver Support Program** *Due 15<sup>th</sup> of each month*

- Title III E Monthly Report of Expenditures

**Health Insurance Counseling and Advocacy Program** *Due 15<sup>th</sup> of each month*

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

**Long-Term Care Ombudsman Program** *Due 15<sup>th</sup> 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 15<sup>th</sup>
- **Annual Financial Close Out Report and FMAAA 32, Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging**
  - Due by July 15<sup>th</sup> with exception of HICAP
    - 1<sup>st</sup> HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30<sup>th</sup>
    - 2<sup>nd</sup> HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30<sup>th</sup>
- **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 7<sup>th</sup> working day of each month*

- **Title III B Adult Day Care**
  - Attach Q Monthly Service Roster, associated Client Intake Forms, and Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- **\*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 date subject to California Department of Aging notifications*

##### **Monthly Title III C**

*Due 7<sup>th</sup> working day of month*

##### **\*Elderly Nutrition Program Reports**

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

- Q Monthly Service Roster with client signatures and a "1" entered for each meal
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed July 1, 2019 or later)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

##### **Quarterly Reports**

*Due 15<sup>th</sup> of month following reporting period*

- **Title III B California Legal Services** Quarterly Aggregate Report (CDA 1022)
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report (CDA 1037)

##### **Quarterly Reports**

*Due 30<sup>th</sup> 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 1<sup>st</sup> 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 74.14 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, or by personal delivery in writing.
- B.** Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

- 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  
3837 N CLARK STREET, FRESNO, CA 93726**

### PROGRAM CONTACT LIST FOR SERVICE PROVIDERS

**Telephone Number for All Contacts: (559) 600-4405**

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Area Agency on Aging Area Plan and Updates Service Unit Planning
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Yvonne Hamilton Administrative Analyst Email: yhamilton@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Tim Savage Administrative Analyst Email: tsavage@fmaaa.org Fax: (559) 243-5918	Contract Processing Certificates of Insurance Administrative & Program Monitoring (excluding Nutrition and Adult Day Care) Q Care Access Client Database Administration
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Supply Order Forms Nutrition Site Monitoring Adult Day Care Site Monitoring
Peggy Bakeman Jessica Jacobo Lopez Alma Matehuala Program Coordinators Email: pbakeman@fmaaa.org jjacobolopez@fmaaa.org amatehuala@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

**APPENDIX I**  
**FRESNO-MADERA AREA AGENCY ON AGING**  
**EMERGENCY CONTACT INFORMATION**

Information and Assistance:	(559) 600-4405 (800) 510-2020
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Executive Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 930-5847

Administrative Manager, Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 270-9939



## 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	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th 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 <sup>th</sup> St.	Huron, CA 93234
Kerman Senior Center	720 S. 8 <sup>th</sup> 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 <sup>th</sup> 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

## **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](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

- 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 ►

## 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](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the 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 trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**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 his or her 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 his or her 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 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 under 4 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.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

**a. 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: 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 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

**d. 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. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation,	
or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### 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 in 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 possession, 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 possession
- 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
- 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. 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](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. 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/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

**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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**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](mailto: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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

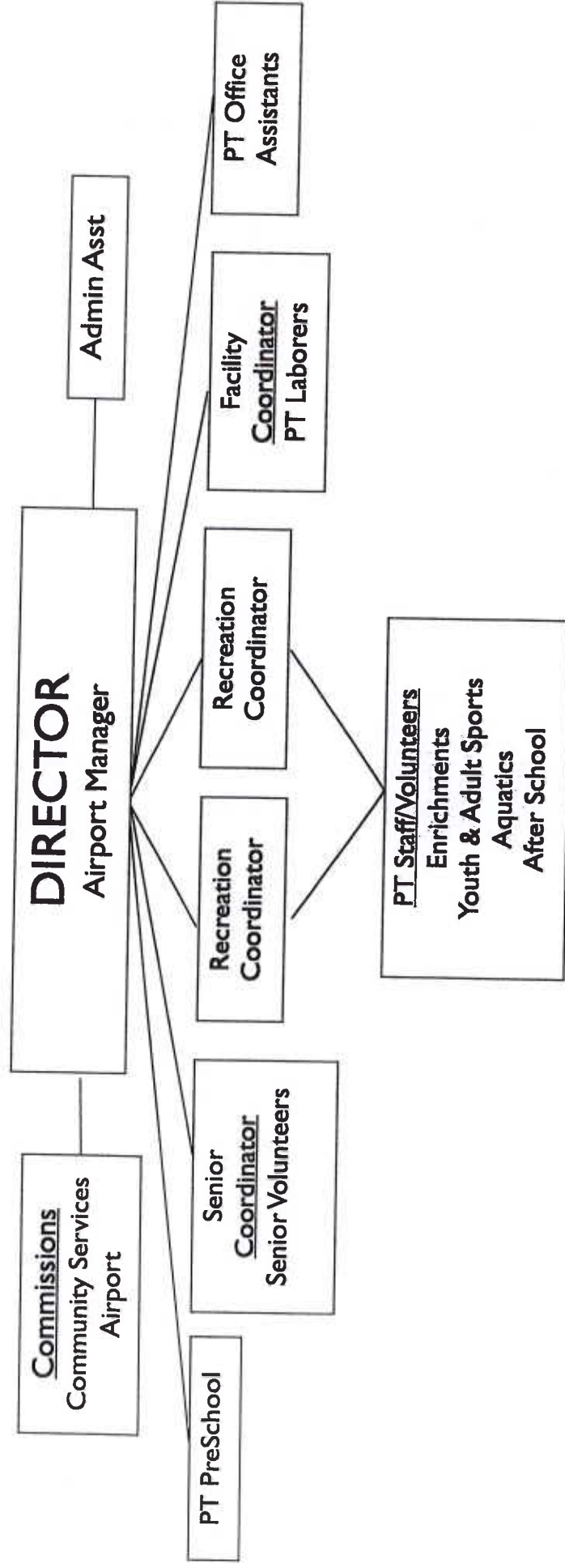
Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# ORGANIZATIONAL CHART



## EXHIBIT A

### **TITLE III PROGRAM EXHIBIT** **Title III C1 – Elderly Nutrition Program Site Management**

#### **I. Definitions Specific to Title III Programs:**

- A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC §3001-3058]; the Code of Federal Regulations (CFR) [45 CFR §1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; California Department of Aging Program Memoranda; and California Retail Food Code (CRFC).
- B. **Title III C1 Congregate Nutrition Services** is defined as nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans. To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria [22 CCR §7638.7(a)]:
1. Be open to the public [45 CFR §1321.53(b)(3)].
  2. Not means test [OAA §315(b)(3)].
  3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service [OAA §315(b)(4), 22 CCR §7638.9].
  4. Not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR §200.403(f), 45 CFR §75.403(f)].
- C. **Title III C2 Home-Delivered Nutrition Services** is defined as nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans. [22 CCR §7135, 22 CCR §7638.7(c)].

- D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, individuals with limited English proficiency, and older individuals residing in rural areas.  
[OAA §305(a)(2)(E); 22 CCR §§7125, 7127, 7130, 7135].
- E. **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.
- F. **CRFC** means the California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq., California Health and Safety Code.
- G. **Urban**, for purposes of this Agreement, is defined as: 1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000; and 2) and incorporated place or a census designated place with 20,000 or more inhabitants. A rural area is any area that is not defined as urban.
- H. **Eligible Participant** is defined as:
1. **Congregate Meals**: Individuals eligible to receive a meal at a congregate nutrition site are:
    - a. Any older individual (sixty (60) years of age or older).
    - b. The spouse of any older individual.
    - c. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

[22 CCR §7638.7(a)(1)-(4)]

2. Volunteer Meals

- a. The Contractor may offer a meal to a volunteer under age sixty (60), if doing so will not deprive an individual age sixty (60) or older of a meal. [22 CCR §7636.9(b)(3); CCR §7638.7(b); and OAA §339(H)]
- b. The Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR §7638.7(b)(2)]

3. Home-Delivered Meals: Individuals eligible to receive a home-delivered meal are:

- a. Any individual 60 years of age or older who is frail, and homebound by reason of illness, disability, or isolation. [22 CCR §7638.7(c)(1)] These individuals shall be given priority in the delivery of services. [45 CFR §1321.69(a)]
  - i. Frail means that an older individual is determined to be functionally impaired because the individual either:
    - 1) Is unable to perform at least two activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring, and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; [22 CCR §7119(a)] or
    - 2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others. [22 CCR §7119(b)]
- b. A spouse of an eligible individual as described in item H.3.a above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual. [22 CCR §7638.7(c)(2)]
- c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program. [22 CCR §7638.7(c)(3)]



- I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the Fresno-Madera Area Agency on Aging (Agency on Aging) to recover costs associated with this process.
- J. **Eligible Meal** is defined as meals served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and complies with the most current Dietary Guidelines for Americans.
- K. **Individual with a Disability** is defined as an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 USC §12102), who is not less than age 18 and not more than age 59. [OAA §372(a)(2)]
- L. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and Agency on Aging mandated training in compliance with Title 22, CCR §7635.5.

## II. **Scope of Work**

The service provider is charged with providing site management services to the "eligible service population" within the service provider's area of influence as specified in Exhibit E, Item 2 of this Agreement.

### A. **Assurances**

- 1. The service provider will comply with all the Program Requirements and those required under the California Retail Food Code (CRFC).
- 2. **Meal Count Allocation**
  - a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, §7638.7.
  - b. The Agency on Aging reserves the right to allocate meal quantities for the Elderly Nutrition Program. The service provider may be held financially responsible, at the Current Meal Rate, for all meals ordered which exceed the site's assigned allocation. The Agency on Aging has the option to increase or decrease the meal target allocations to individual sites in the event of changes in available funding, or changes in average service levels at individual meal sites.

- c. Only those meals that are served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans, are allowable and counted as meals served.

3. Site Management Responsibilities

In compliance with Title 22, CCR, Article 5, and the Agency on Aging Nutrition Policies and Procedure Manual provided to the service provider's site coordinator, the service provider will:

- a. Assure accurate and timely completion of Client Intake forms, client rosters, daily meal sign-in sheets, Client Deactivation requests, and Nutrition Volunteer Summary reports for the Congregate and Home-Delivered Meals programs;
- b. Verify and order meal counts for Congregate (C1) and Home-Delivered (C2) meals no later than 12:00 noon the business day prior to the service day;
- c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation levels (however, this is not to be construed that the service provider is precluded from serving above allocation levels assigned by the Agency on Aging by using donations or other sources of revenue to supplement the number of meals;
- d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;
- e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);
- f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;
- g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.

- h. Ensure client records are available only to authorized service staff assisting the individual, and keep client records in a secure, locked file cabinet to protect client confidentiality.
- i. Recruit volunteers as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided annually for all volunteer food service staff, to include, at a minimum:
  - i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.
  - ii) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- j. Identify and make known available services to eligible individuals through outreach efforts in their community;
- k. Attend Agency on Aging Site Management in-service training meetings as required;
- l. Comply with all Agency on Aging monthly memos and other Agency on Aging correspondence;
- m. Procure and maintain food service and cleaning supplies inventories;
- n. Post menus in a location easily seen by participants at each congregate meal site; ensure menus are legible and easy to read in the language of the majority of the participants; and ensure menus are available in large print;
- o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;
- p. Have a paid staff member, or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;
- q. Have restrooms, lighting, and ventilation which meet the requirements of the CRFC;

- r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;
- s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;
- t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for socialization with their peers and enhancement of a healthy and enriching lifestyle; and
- u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to local law enforcement.

B. Additional Assurances

- 1. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.
- 2. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.
- 3. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.
- 4. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.



#### **IV. Approved Holidays for Nutrition Sites**

There are a total of nine recognized holidays (ten days) in which food service will not be provided by central kitchens to congregate meal sites and sites are assumed to be closed:

Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veterans Day	Monday, November 11, 2019
Thanksgiving Holiday	Thursday, November 28, 2019 and Friday, November 29, 2019
Christmas Holiday	Wednesday, December 25, 2019
New Years Holiday	Wednesday, January 1, 2020
Martin Luther King Jr. Day	Monday, January 20, 2020
Presidents Day	Monday, February 17, 2020
Memorial Day	Monday, May 25, 2020

## EXHIBIT B

### Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please email the completed contract budget to the Agency on Aging's fiscal department ([tscheidt@fmaaa.org](mailto:tscheidt@fmaaa.org)), and provide two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

City of Reedley

### Title III - Site Management

20-0171

10

A.	POSITION TITLE	B.	C.	D.	E.	F.	G.	H.	I.	J.
		FTE % (40 Hrs = 100%)	FULL ANNUAL SALARY	% OF TIME ON PROGRAM	EMAAA GRANT	PROGRAM DONATIONS	DONATIONS C-2	MATCHING FUNDS	NON-MATCHING FUNDS	TOTAL PERSONNEL COSTS
1.	Senior Citizen Coordinator	Salary	100.0%	51,408	38.00%	8,000	5,000	150	6,385	19,535
2.		Salary								
3.		Salary								
4.		Salary								
5.		Salary								
6.		Salary								
7.		Salary								
8.		Salary								
9.		Salary								
10.		Salary								
Total Salaries					Page 2 Line 1 a -->	8,000	5,000	150	6,385	19,535
Total Payroll Taxes					Page 2 Line 1 b -->			467		467
Total Benefits					Page 2 Line 1 c -->			1,120		1,120
TOTAL PERSONNEL COSTS					Page 2 Line 1 ---->	8,000	5,000	150	7,972	21,122

NOTE: If there is more than one employee per position list each separately. The additional

**NOTE:** If there is more than one employee per position, list each separately. Use additional pages as necessary.

[illegible]

(Revised May 2019)

FRESNO - MADERA AREA AGENCY ON AGING  
PROGRAM BUDGET BY INCOME SOURCE: FY 2019-2020

CONTRACTING AGENCY:  
PROGRAM:

City of Reedley  
Title III - Site Management

CONTRACT NO: 20-0171  
REVISION NO:

CATEGORY	A. FMAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	8,000	5,000		6,385		19,535	
b. Payroll Taxes				467		467	
c. Employee Benefits & Work Comp.			150	1,120		1,120	
1. PERSONNEL COSTS	8,000	5,000	150	7,972		21,122	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7. OTHER COSTS:				2,800		2,800	
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	8,000	5,000	150	10,772		23,922	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	8,000	5,000	150	10,772		23,922	

\* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of \$500 including taxes, shipping and installation)  
\*\* List all proposed purchases on page 4 of single or individual items with a cost in excess of \$100 including taxes, shipping and installation.



(Revised May 2019)

FRESNO - MADERA AREA AGENCY ON AGING  
SCHEDULE OF FUNDING SOURCES: FY 2019-2020

CONTRACTING AGENCY:

City of Reedley

PROGRAM:

Title III - Site Management

CONTRACT NO:

20-0171

REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	8,000	
2. Program Donations:		
Current Year Program Donations	5,000	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations	150	
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Reedley	10,772	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING		
<i>(These totals must agree with the totals shown at the bottom of Page 2 column F and G)</i>		
Total from Page 2, Columns F and G	23,922	
Variance (must be zero)	23,922	
	0	0

(Revised May 2019)

FRESNO - MADERA AREA AGENCY ON AGING  
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2019-2020

CONTRACTING AGENCY: \_\_\_\_\_  
PROGRAM: \_\_\_\_\_

City of Reedley  
Title III - Site Management

CONTRACT NO: 20-0171  
REVISION NO: \_\_\_\_\_

ITEM QUANTITY (Must List number)	Item Type / Description	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FM/AAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1 PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:							
a							
b							
c							
d							
e							
f							
g							
h							
i							
j							
k							
l							
m							
n							
o							
p							
q							
TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:							
2 PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:							
a							
b							
c							
d							
e							
TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:							

\*\*\* Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

## EXHIBIT C

### ANNUAL SUMMARY OF ACTIVITIES

**PROGRAM:** Elderly Nutrition Program Site Management  
**SERVICE PROVIDER:** City of Reedley  
**CONTRACT NUMBER:** 20-0171  
**SITE:** Reedley Senior Center  
**CONTRACT EFFECTIVE:** July 1, 2019 to June 30, 2020

**GOAL:** The goal of the Elderly Nutrition Program is to reduce hunger and food insecurity; promote health and well-being; promote socialization; and delay adverse health conditions of older individuals.

**DEFINITION: Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

Meals are subject to allocation and reallocation at any time by the Agency on Aging based upon available funding and nutrition program participation. When allocations are imposed, any meals allocated but not served revert to the Agency on Aging for reallocation.

**EXHIBIT D**

**PROGRAM COST EFFICIENCY**

Not Applicable –

Elderly Nutrition Program  
Site Management



## EXHIBIT E

### Program Narrative

The Agency on Aging sends Exhibit E in Microsoft Word format to service providers via e-mail.

Please e-mail the Microsoft Word version to [admin@fmaaa.org](mailto:admin@fmaaa.org), and return two completed sets of Exhibit E with the signed and completed contract documents,

Please contact the Agency on Aging's administrative department at (559) 600-4405 to request hard copies of the blank exhibit if needed.

# **EXHIBIT E** **PROGRAM NARRATIVE**

## **1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS**

City of Reedley	1913
<b>Organization Name</b>	<b>Year Established</b>

Type of Organization (Check One)			
<input checked="" type="checkbox"/>	City Government	<input type="checkbox"/>	Non-Profit 501(c)(3)
<input type="checkbox"/>	County Government	<input type="checkbox"/>	For-Profit
<input type="checkbox"/>	Joint Powers Authority (JPA)	<input type="checkbox"/>	Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.	
Program/Service	# of Years
Daily/Weekly Gleaners, billiards, crochet/knitting, card games, puzzle table, adult coloring, bingo, ice cream socials	4-15 years
Health & Wellness – free exercise class, tai chi, walk in the park	4-14 years
Yearly – Senior Prom, craft class, cooking demonstrations, day trips, resource fairs	5-10 years
CTAP, Seniors & Law Enforcement Together, Reedley Fire Department, Education & Health Presentations	4-10 years

## **2. SERVICE AREA**

Where will the contracted program be provided?		
Street Address	City	Zip Code
Reedley Community Center, Senior Room 100 N. East St.	Reedley	93654

# **EXHIBIT E** **PROGRAM NARRATIVE**

## **3. LANGUAGE TRANSLATION NEEDS & PROVISIONS**

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	X	X	X
Spanish	X	X	X
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese	X		X
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other: _____			

## EXHIBIT E PROGRAM NARRATIVE

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?

We have participants that speak Spanish and Japanese. Spanish is the only language that needs translation. Other ethnic groups speak English with no translation needed.

There is also staff at the Community Center that speaks Spanish

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?

Our volunteers and City staff assists with translation. We have not had a situation where we needed outside interpreters.

### 4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*

When a new participant comes in or calls for the first time to make a lunch reservation, the Coordinator makes every effort to complete all or most of the intake form at that time. If participant comes into the center the Coordinator or assigned staff/volunteer will complete the intake in privacy. Staff and volunteers complete the Privacy and Information Security Awareness Training

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?

The Phil Hudson room also known as the Senior room, has two private offices which are available for confidential discussions and issues. Confidential information that we obtain is filed in a locked cabinet that only the Coordinator, assigned staff, volunteers with security clearance training and Director have keys to the files



## EXHIBIT E PROGRAM NARRATIVE

<b>Contracted Program:</b>	Title III C Nutrition Site Management
----------------------------	---------------------------------------

### 5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.

The Reedley Senior Center along with a group of dedicated volunteer provide the meals set-up, take temperatures (refrigerator and food), serve, take meal reservations, record donations, order the next day's meals, cleanup including washing the dishes.

What was the primary accomplishment achieved by the contracted program in the past year?

Our nutrition program provides our aging seniors a well balanced meal.

Please describe another accomplishment achieved by the contracted program in the past year.

Seniors that have healthy meals helps maintain health and independence and have socialization with other seniors at the center

### 6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.

We had a senior that was invited to visit the senior center. We explained our lunch program and activities. Senior suffered a stroke and her left side is weak and is unable to use right hand. She came and joined the lunch program and has been coming since. She enjoys visiting with her new friends. She is always one of the last to leave the center. She has said she does not want to miss anything we have going on. She is a Spanish speaking senior and feels right at home. The meal she has at the center is her main meal of the day and says coming to the center is now a big part of her life.

## EXHIBIT E PROGRAM NARRATIVE

### 7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Christina Ontiveros	Senior Citizen Coordinator

**\*Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Christina Ontiveros	Senior Citizen Coordinator
<i>Name</i>	<i>Title</i>

559-637-4207	christina.ontiveros@reedley.ca.gov
<i>Telephone Number</i>	<i>E-mail Address</i>

→ **\*Attach the following documents to the “Documents Required to Execute Contract” checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

## EXHIBIT E PROGRAM NARRATIVE

### 8. SERVICE PROVIDER TIME FRAME

**What days and hours will the Nutrition Site Management program be available?** *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Reedley Community Center Senior Room	M-T-W-Th-F	9am	12 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2019	7/4/19	22
August 2019		22
September 2019	9/2/19	20
October 2019		23
November 2019	11/11/19, 11/28/19, 11/29/19	18
December 2019	12/25/19	21
January 2020	1/1/20, 1/20/20	21
February 2020	2/17/20	19
March 2020		22
April 2020		22
May 2020	5/25/20	20
June 2020		22
<b>Total Days of Contracted Service to be Provided under this Agreement:</b>		<b>252</b>

**EXHIBIT E**  
**PROGRAM NARRATIVE**

**9. PROGRAM EVALUATION/IMPROVEMENT**

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.

Invite new and past clients (older adults) who are not currently participating in the nutrition site program to encourage attendance

How would participants of the contracted program benefit from these improvements?

Participants attending the congregate meal program benefit from a well balanced nutritious meal, socialization and become aware of the activities and resources for our older adults which would diminish isolation and depression.

Describe the specific steps your organization will take to make these improvements during the current fiscal year.

The Senior Citizen Coordinator thru monthly newsletter and weekly newspaper column will encourage seniors to participate in our nutrition program

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

Client intake forms will indicate the number of existing, returning and new client participants



**EXHIBIT E**  
**PROGRAM NARRATIVE**

**10. OUTREACH ACTIVITIES/TARGETING PLAN (22 CCR § 7310, WIC § 9103)**

How does your organization reach **older adults in greatest economic need** (*income level at or below the Federal Poverty Level*) to inform them of the contracted program and welcome them to participate?

Weekly newspaper column and monthly newsletter informs seniors on our nutrition program and center activities

How does your organization reach **older adults who are socially isolated** (*need caused by non-economic factors*) to inform them of the contracted program and welcome them to participate?

Weekly newspaper column and monthly newsletter informs seniors on our nutrition program and center activities

How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?

Our monthly newsletter informs seniors on our nutrition program and center activities are mailed to area residents, local churches and organizations.

How does your organization reach **older adults who are ethnic minorities**, and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?

We also promote the nutrition program with Spanish speaking volunteers through our weekly Gleaners program. Weekly newspaper column and monthly newsletter informs seniors on our nutrition program and center activities.

## EXHIBIT E PROGRAM NARRATIVE

How does your organization reach <b>older adults who are Native Americans</b> to inform them of the contracted program and welcome them to participate?
Our monthly newsletter informs senior on our nutrition program and center activities are mailed to area residents, local churches and organizations.
How does your organization reach <b>older adults with limited English proficiency</b> to inform them of the contracted program and welcome them to participate?
Our monthly newsletter provides Spanish information inviting seniors to attend our nutritional lunch program and activities. We also promote the nutrition program with Spanish speaking participants and volunteers through our weekly Gleaners.
How does your organization reach <b>older adults who live in rural areas</b> to inform them of the contracted program and welcome them to participate?
Weekly newspaper column and monthly newsletter informs senior on our nutrition program and center activities.
How does your organization reach <b>older adults with severe disabilities</b> ( <i>severe, chronic physical and/or mental impairment that is likely to continue indefinitely &amp; results in substantial functional limitation in 3 or more major life activities</i> ) to inform them of the contracted program and welcome them to participate?
Outreach to local senior living communities with an invitation to our senior meal program and activities to promote center participation. Caregiver(s) are welcome to attend with their care patient(s). Free public transportation for older individuals and disabled is offered within City of Reedley city limits.
How does your organization reach older adults with <b>Alzheimer's disease or related disorders</b> with neurological & organic brain disfunction, and the caregivers of these individuals, to inform them of the contracted program and welcome these older adults to participate?
Outreach to local senior living communities and long term care facilities with an invitation to our senior meal program and activities to promote center participation Caregiver(s) are welcome to attend with their care patient(s).

## EXHIBIT F

### SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Reedley
Site Name	Reedley Community Center
Street Address	100 N. East Ave
City/ST/Zip	Reedley, CA 93654

<b>Primary Contact</b>	Nicole R. Zieba		
Job Title	City Manager	E-mail	Nicole.zieba@reedley.ca.gov
Office Phone	559-637-4200	Cell Phone	

<b>Secondary Contact</b>	Christina Ontiveros		
Job Title	Senior Citizen Coordinator	E-mail	christina.ontiveros@reedley.ca.gov
Office Phone	559-637-4207	Cell Phone	

Please check all emergency services that could be provided from this site:			
<input type="checkbox"/>	Emergency Power/Generator	<input type="checkbox"/>	CB Radio
<input checked="" type="checkbox"/>	Emergency First Aid	<input type="checkbox"/>	Ham Radio
<input checked="" type="checkbox"/>	Cooking Facilities	<input checked="" type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input checked="" type="checkbox"/>	Spanish Translation
<input type="checkbox"/>	Counseling Services	<input type="checkbox"/>	Sign Language Translation
<input type="checkbox"/>	Home/Neighborhood Cleanup	<input type="checkbox"/>	Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?		X
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?	X	
Does this site have a dedicated vehicle that is lift-equipped?	X	
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

How many people can this facility provide emergency shelter for?	600
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

<b>Please list any additional services your site can provide in the event of a disaster:</b>
Emergency Services partnered with American Red Cross



## **CITY OF REEDLEY**

### **SENIOR CITIZENS COORDINATOR**

#### **DEFINITION**

Under general direction, to plan, organize, and direct a wide variety of recreational, cultural, informational, community service programs and activities to enhance the lives of senior citizens, focusing on the physical, social, economic, psychological, educational, recreational, and creative needs of the aging; and to provide staff support to the Community Services Director.

#### **SUPERVISION EXERCISED**

Exercises technical and functional supervision over lower level staff.

#### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Recruit, train, supervise, schedule, coordinate, and evaluate volunteers in the following activities: tax assistance, home services, planners, government-provided surplus commodities, monthly newsletter, exercise classes, recreation programs, senior trips, Hot Meals, R.S.V.P. (branch of Fresno based office), blood pressure clinics, Heartbeat program, flu, eye, ear, teeth, and foot clinics, literacy tutors, potluck luncheon, renters rebate, homeowners and renters assistance, and special events; personally assist seniors with above activities.

Promote seniors' programs through the use of various available media including a monthly senior newsletter, weekly calendar, news releases, cable TV announcements, PSA on local and county radio stations, flyers, posters, brochures, personal public contact, and presentations.

Attend meetings and workshops to enhance knowledge and keep abreast of changes involving the aging.

Provide assistance with the completion of financial forms such as income tax, senior discount programs, insurance assistance, renters rebate, homeowners and renters assistance, MediCal, Medicare, Social Security, and welfare.

Identify, locate, and provide information about existing services and benefits such as Older Americans Organization (OAO), Fresno-Madera Area Agency on Aging (FMAAA), Economic Opportunity Commission (EOC), low rent housing (HUD), Social Security, and others.

Provide clients with information about appropriate community services and make arrangements and appointments to link these persons to the services.

Collect information, sometimes through home visits, about clients who have multiple needs to determine the necessary supportive service to meet those needs and arrange for the client to receive the benefits of those services.



**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

**Provide aid in securing money or goods, such as food vouchers, payment of utility bills, Meals on Wheels, etc.**

**Organize art and recreational activities, providing for creative expression or socialization.**

**Plan and organize trips and programs.**

**Provide government agencies with necessary information, records, and reports.**

**Identify the needs and challenges of Reedley area senior citizens through surveys, direct communication, and other available data.**

**Provide outreach services to disabled seniors in their homes.**

**Work cooperatively with community agencies, groups, and individuals in the performance of job duties; serve on, and provide staff assistance for, various committees regarding senior services.**

**Represent Reedley Senior Citizens' Program at various meetings; coordinate public relations and community educational programs as related to senior citizen issues, activities, and concerns.**

**Prepare monthly reports and other period progress reports as required; monitor and evaluate programs to assess whether they are meeting stated goals and objectives.**

**Prepare written statistical, financial, and narrative reports.**

**Communicate with seniors and earn their confidence; receive their input and recommendations regarding program activities and services.**

**Oversee food distribution functions.**

**Work cooperatively with various groups and organizations; maintain effective relationships with the general public.**

**Prepare budget for Senior Citizens Division for presentation to Community Services Director.**

**Assume responsibility for preparation of FMAAA Grant, fiscal, and other administrative reports; prepare and maintain financial and accounting records of senior operations and program activities.**

**OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

**JOB RELATED AND ESSENTIAL QUALIFICATIONS**

**Knowledge of:**

Operational characteristics, services, and activities of a comprehensive senior citizen information program.

Procedures, methods, and techniques of recreation program development, administration, and promotion.

Modern office practices, methods, and computer equipment.

Principles and procedures of record keeping and reporting.

Pertinent Federal, State, and local laws, codes, and regulations including administrative and departmental policies and procedures.

First aid methods, practices, and safety precautions.

Principles and practices used in dealing with the public.

Principles and practices of data collection and report preparation.

Techniques used in public relations.

Principles of budget preparation and control.

Basic mathematical principles.

Safe driving principles and practices.

**Skill to:**

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

**Ability to:**

- Plan, organize, and schedule specialized senior citizen activities and events.***
- Perform responsible and difficult recreation program coordination work involving the use of independent judgment and personal initiative.***
- Handle emergency situations and administer first aid when required.***
- Prepare and maintain accurate and complete records.***
- Interact effectively and sensitively with individuals and groups from diverse backgrounds.***
- Prepare and deliver effective oral presentations.***
- Work independently in the absence of supervision.***
- Prepare clear and concise reports.***
- Interpret and apply the policies, procedures, laws, and regulations pertaining to assigned programs and functions.***
- Respond to requests and inquiries for information regarding recreation and facility use policies and procedures.***
- Independently compose correspondence and memoranda.***
- Analyze situations carefully and adopt effective courses of action.***
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.***
- Communicate clearly and concisely, both orally and in writing.***
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.***

**Experience and Training Guidelines:**

***Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:***

**Experience:**

Two years of experience in organizing, coordinating, or scheduling senior citizen information and referral programs.

**Training:**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in recreation administration or a related field.

**License or Certificate:**

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain, CPR and first aid certification.

**Special Requirements:**

*Essential duties require the following physical skills and work environment:*

Ability to sit, stand, walk, run, kneel, crouch, stoop, squat, and lift 20 lbs.; exposure to outdoors; ability to travel to different sites and locations; availability for evening meetings and events scheduled during non-working hours.

**Effective Date:** December, 1997



**Christina Ontiveros**  
**12626 East Alamos Avenue, Sanger, CA 93657**  
**559-288-8924**

## **Work History**

### ***Senior Citizen Coordinator***

***City of Reedley, Community Services 6/2014 – present***

Plan, develop, organize and monitor senior programs and events, prepare monthly program reports, maintain financial records of senior operations, prepare budget for senior program, responsible for the FMAAA grant program administration of services, work with community agencies and various committees regarding senior services.

### ***Information and Assistant Program Coordinator – Caregiver Van***

***Fresno-Madera Area Agency on Aging 4/2004 – 6/2014***

Work with older adults and caregivers to provide and inform of available community resources in the community. Maintain community resource directory and apartment lists for Fresno and Madera Counties. Complete Home Delivered Meal and Case Management Referrals. Assist with phone coverage, determine need of older adults by phone or at community outreach events. I drive the caregiver van to conduct outreach, keep up with maintenance and keep agency and community materials up to date for outreach. Coordinate community outreach and resource fairs with other community partners at various locations throughout Fresno and Madera Counties. Collaborate with community partners by attending meetings and participating in community events. Maintain confidentiality and professionalism at all times.

### ***Program Director, Oakdale Heights Senior Living***

***Memory Care / Cottages 3/2003 - 4/2004***

Director of twenty-six Memory Care and twenty-six Cottage resident care. Coordinate respite and hospice care. Hire, train and supervise the Personal Care Assistants. Responsible for resident assessments, care plans and implementation of Title 22 compliance. Supervise LVN's assigned to residents. Monitor medication administration to residents according to MARS compliance. Purchased supplies, work closely with families, medical field, and outside agencies to better serve our residents needs. Maintain Confidentiality and professionalism at all times.

### ***Activity Coordinator, Oakdale Heights Senior Living 1/2003 – 3/2003***

Coordinate and supervise community volunteers. Plan and prepare monthly newsletter, activity calendar and implement activities for the assisted living and memory care residents. Supervise activity staff, including transportation of residents. Purchasing and manage department budget. Establish a program with a variety of activities that are stimulating and that addresses the intellectual, creative, physical, spiritual and social character of the residents. Encourage interest and enthusiasm about events and programs in order to encourage the residents to participate and enjoy various functions. Maintain communication with families, staff, outside agencies and vendors. Work closely with department managers to plan, implement holiday meals and special events and to offer technical assistance to accomplish goals and mission of the company. Act as manager on duty as assigned. Maintain confidentiality and professionalism at all times.



## Work History

**Health Strides Director, The Windham 9/2000 – 1/2003**

Coordinate and supervise community volunteers. Plan and prepare monthly newsletter, activity calendar and implement activities for the assisted living and memory care residents. Supervise activity staff, including transportation of residents. Purchasing and manage department budget. Establish a program with a variety of activities that are stimulating and that addresses the intellectual, creative, physical, spiritual and social character of the residents. Encourage interest and enthusiasm about events and programs in order to encourage the residents to participate and enjoy various functions. Maintain communication with families, staff, outside agencies and vendors. Work closely with department managers to plan, implement holiday meals and special events and to offer technical assistance to accomplish goals and mission of the company. Act as manager on duty as assigned. Maintain confidentiality and professionalism at all times.

**Teachers Aid, Sanger Unified School District 1/2000 – 8/2000**

Assist teacher with curriculum, maintained licensing, safety and health. Assisted with paperwork and supervised children. Maintain confidentiality and professionalism at all times.

**Self Employed 4/1997 – 12/1999**

Owned and managed a restaurant.

**Office Assistant, Darco Foods 07/1995 – 3/1997**

Answer incoming calls, ability to communicate with international and domestic clients. Liaison for agents and product suppliers for company sales. Maintained inventory for office supplies and forms, maintained office files, data entry and developed company forms. Maintain confidentiality and professionalism at all times.

**Family Services Supervisor, Social Services Component**

**Development Resources, Inc. 10/1979 – 02/1994**

Hired, trained and supervised the department staff. Developed enrollment packets for Head Start children enrolled in the program. Networked with county agencies and school districts for provision of children services, resolved parent and staff conflicts. Responsible for the recruitment and enrollment of Head Start Children. Interpreted and implemented State and Federal guidelines; prepared for compliance reviews, gathered and compiled information for grant proposals, conducted meetings, developed policies and procedures for Social Services Department. Maintain confidentiality and professionalism at all times.

## Education

Clovis Adult Education, Clovis CA - Activity Leader Program Certificate  
San Joaquin Valley College, Fresno CA - Certificate Business Management  
Oxnard College, Oxnard CA - Business Management Courses 15 units

# **City of Reedley**

## **July 2019**

Frank Piñon, Mayor  
Mary Fast, Mayor Pro Tem  
Anita Betancourt, Council Member  
Robert Beck, Council Member  
Ray Soleno, Council Member

### **COMMUNITY SERVICES COMMISSION**

Stephen Penner, Chairperson  
Tom Brandt, Vice Chairperson  
Jean Clemmons  
Shirley Ito  
Angelina Rodriguez  
Maria Rodriguez



# Reedley Senior News

**JUNE 2019**

Phone: (559) 637-4207

email: [christina.ontiveros@reedley.ca.gov](mailto:christina.ontiveros@reedley.ca.gov)

## JUNE



### Lunch at the Senior Center

Meals taste so much better when you can enjoy them in the company of others! Join us in the Phil Hudson Senior Room at the Community Center weekdays at 11:00 am (except holidays) for a nutritious lunch and a good time. This program is partially funded by the Fresno-Madera Area Agency on Aging. If you are 60 or older, a suggested donation of \$2.00 is appreciated, however, not required. Reservations must be made by 11:00 am the weekday before you plan to attend. Call 637-4207 for your reservation today.

La Ciudad de Reedley les invita a visitar y participar en los programas de personas mayores. En el edificio del centro de la comunidad hay un cuarto especial para ustedes. Si tienen preguntas y necesitan informacion y asistencia les podremos ayudar de 9:30-11:30 am los dias de lunes a viernes Please note: if you may know a Spanish speaking person please pass this information on to them and encourage them to join us for lunch daily at 11 am. We are a Spanish speaking friendly center. Ask them to call the Center and ask for Christina. *Thank you!*

### Senior Luncheon June 11

Our senior luncheon is coming up very soon. Doors open at 10:30 am. Be ready for fun and excitement. We have wonderful door prizes for you to win and special entertainment by Ron & Carol Surabian. We look forward to seeing you there!

We are taking a wait list at this time, if you would like to add your name, call the Senior Center at 637-4207. Sponsored by Sierra View Homes, RSCI and City of Reedley Community Services. A HUGE Thank you to Sierra View Homes for providing our meal.

### Happy Fathers Day!!!

Wishing those who are Great Grandpa's, Grandpa's and Dad's a Happy Fathers Day on Sunday, June 16.



### Blood Pressure - June 5

Have your blood pressure checked on the first Wednesday of the month at the Senior Center from 10-11 am. Thank you Golden Living Center for providing this free service to our seniors.

### City of Reedley Presents Movies at the RHS Pool (for all ages)

Bring chairs and pool floatation devices to enjoy a movie night in the water or on the pool deck. There will be snow-cones, nachos and other yummy snacks. Movies begin at 8:15pm. Pre-Movie activities 30 minutes before movie. Friday, July 12th, *Ralph Breaks the Internet* and Friday, July 26th, *Finding Dory*. Kids & Seniors: \$3.00 Adults: \$3.50



**Fresno Madera Area Agency on Aging FMAAA** – The Reedley Senior Meal Programs are partially funded by grants from the Agency on Aging. You may contact them by calling 1-800-510-2020.



## Bingo

The next monthly Bingo is scheduled for Thursday, June 20. If you are interested in having lunch and playing bingo, call 637-4207 by 11 am, Wednesday, June 19. Everyone will walk away with a prize!!!! Come join the FUN.

## Hobby Time

Fun on Tuesday afternoons. Don't sit at home, spend your afternoon visiting with friends, meet new friends and have fun all at the same time. Join in or just hang out in a friendly and welcoming environment. We have a knitting and crochet group (pros and beginners welcome) come play pool, read a book, play Texas Holdem, adult coloring, work on a puzzle and those of you that just want to socialize can do that too. Now doesn't all this sound fun?? YES IT DOES!!!!!! Stop by Tuesday's from 12-3 pm. Hope to see you then!

## Newsletter Donations

Thanks to JC and Rachel Boldt for their donation. If you would like to make a donation for the Reedley Senior News, you may do so by sending a tax-deductible check to the attention of the Reedley Senior Commission, Inc. at P. O. Box 1940, Reedley, CA 93654. Thank you to Jose Criado and Anne Novotny. We appreciate all your donations.

## Celebration Day!

Come and join the seniors for lunch and help celebrate June birthdays and anniversaries on Wednesday, June 12. Call 637-4207 by 11 am Tuesday, June 5, to reserve lunch. Thanks to RSCI for providing our celebration cake.

## June Birthdays

Oh my, the summer sun is getting warmer. Still all the brightness from the sun cannot compare to the faces and hearts of our June babies.

J C Boldt

Patsy Zakorian

Kiyo Inn

Marjorie Conrad

Juanita Serna

Sue Barnett

Christopher Holmen

Kathy Duerksen

## Happy Anniversary to:

Allen & Linda Wiebe, Ed & Anna Kellerhals and Don & Jovita Zavala.

## Next Months Birthday List—

If you have a Birthday coming up in July, please call the Senior Center at 637-4207, to be sure your name is on our list.

## Ice Cream Social Social de Halados



Come join us for delicious ice cream on Wednesday, June 26, following lunch. You can build your own sundae with a wonderful assortment of toppings to choose from. All you need to bring is yourself and a friend. Call the day before to make a lunch reservation by 11 am. Thank you to Golden Living Center for providing ice cream and toppings.

Ven a únete a nosotros para un Social de Helados. Todo lo que necesita es traer a ti mismo y un amigo. Proporcionaremos helado sin azúcar gratis, coberturas y golosinas. Este evento se llevará a cabo después de lonche el miércoles 26 de junio en la Sala Principal Phil Hudson. Venga a refrescarse y disfrutar de la visita con los amigos. Gracias al Oro Centro de Vida por patrocinar nuestros sociales de helados.

## Save The Date

**Senior Prom - September 20, 2019**

Look for more info in July's Newsletter

# Bunco at The Nest

benefiting the Reedley Senior Commission, Inc

---

Reedley Senior Commission, Inc. (RSCI) supports senior activities within the City of Reedley. Support is also provided to the Honor Flight Program and scholarships for Reedley High School Seniors going into the medical field

---

**When:** June 27, 2019

**Time:** 6:30pm

**Where:** The Nest

1034 G. St. Reedley, CA 93654

**Cost:** \$20 per person

\*ALL proceeds will go to RSCI\*

Call or visit the store to sign up today!  
(559) 638-2635



Shop during this  
event and enjoy  
**20% off your  
total purchase!**



**Store Hours**

Monday - Friday 10-6

Saturday 10-5

Sunday CLOSED

The Nest  
1034 G Street  
Reedley, CA 93654  
(559) 638-2635





# Container Vegetable Gardening - Ideas for Growing Vegetables in Small Spaces

You don't need a plot of land to grow fresh vegetables. Many vegetables lend themselves well to container gardening. With some thought to selecting bush or dwarf varieties, almost any vegetable can be adapted to growing in a pot. even if you want your favorite full-size variety, if you give it a large enough pot and plenty of soil and water, it will grow just fine and reward you with plenty. Vegetables that take up little space, such as carrots, radishes and lettuce, or crops that bear fruits over a long period of time, such as tomatoes and peppers, are perfect for container vegetable gardens.



What you can grow in a container vegetable garden is limited only by the size of the container and your imagination. How about a Summer Salad container? Plant a tomato, a cucumber and some parsley or chives all in a large (24-30") container. They grow well together and have the same water and sun requirements. By late summer they might not be very pretty, but they'll keep producing into the fall. This makes a great housewarming present, too.

Since your vegetable plants will be making their containers home for the season, you want to start them off right. Make sure there is enough space for them to grow into and choose your soil and site with care. Here is advice for getting set up and started, followed by container growing tips for specific vegetables.

## Containers and Pots for Vegetable Gardens



**Selecting Containers:** Containers for your vegetable gardens can be almost anything: flower pots, pails, buckets, wire baskets, bushel baskets, wooden boxes, nursery flats, window planters, washtubs, strawberry pots,

**Drainage:** No matter what kind of container you choose for your vegetable garden, it should have holes at the base or in the bottom to permit drainage of excess water.

**Color Considerations:** You should be careful when using dark colored containers because they absorb heat which could possibly damage the plant roots. If you do use dark colored pots, try painting them a lighter color or shading just the container, not the plants.

**Size:** The size of the container is important. For larger vegetables like tomatoes and eggplants, you should use a five gallon container for each plant. You can grow these plants in two gallon containers, however you need to give the plants considerably more water.

## Soil and Fertilizer

You can use soil in your container vegetable garden, but potting mixes are much better. Peat-based mixes, containing peat and vermiculite, are excellent. They are relatively sterile and pH adjusted. They also allow the plants to get enough air and water. Mixing in one part compost to two parts planting mix will improve fertility.

Using a slow release or complete organic fertilizer at planting will keep your vegetables fed for the whole growing season.

## Watering

Pots and containers always require more frequent watering than plants in the ground. As the season progresses and your plants mature, their root system will expand and require even more water. Don't wait until you see the plants wilting. Check your containers daily to judge the need for water.

## Wind

Wind can be a real hazard for any container grown plant and tall vegetables, like tomatoes or trellised cucumber and squash, become top heavy as they produce fruits. Try to place your containers so that they are not in an overly windy location. A breeze will provide nice air circulation and help prevent fungal diseases, but a strong wind can topple plants and containers and can also shred leaves and dislodge fruits. If you are gardening on a raised deck or a roof top, it may be necessary to provide some type of wind block.

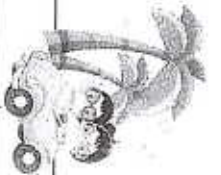
# JUNE 2019 SALAD MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3 Chicken Pasta Salad Wheat Roll Tropical Fruit	4 Chef Salad Wheat Bread Pineapple Bits Pudding	5 Tuna Salad Sourdough Bread Apple Slices	6 Chef Salad Wheat Roll Cantaloupe	7 Teriyaki Chicken Salad Wheat Bread Diced Peaches
10 Sesame Chicken Noodle Salad Wheat Bread Tropical Fruit	11 Center closed	12 Chef Salad Dinner Roll Pineapple Bits	13 Tuna Salad Sourdough Bread San Joaquin Dessert	14 Chef Salad Wheat Bread Sliced Apples
17 Chicken Pasta Salad Wheat Bread Tropical Fruit	18 Chef Salad Wheat Bread Cantaloupe	19 Teriyaki Chicken Salad Sourdough Bread Diced Peaches	20 Chef Salad Tortilla Chips Apple Juice Diced Pears	21 Center closed
25 Sesame Chicken Noodle Salad Dinner Roll Orange Juice Pineapple Bits	26 Tuna Salad Tortilla Diced Peaches	27 Chef Salad Sourdough Bread Tropical Fruit	28 Teriyaki Chicken Salad Wheat Bread Honeydew	29 Chef Salad Wheat Roll Pudding

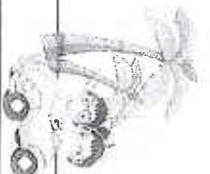
Funding through: Fresno-Madera Area Agency on Aging - All meals include Low Fat Milk Suggested Donation \$7.00

Non-Senior Rate: \$4.60





<sup>7</sup>Meals are subject to a 15% tax. A 10% non-taxable

[illegible]

# June 2019

Monday	Tuesday	Wednesday	Thursday	Friday
<b>3</b> Senior Walk in the Park 9:30 am Senior Exercise 10 am Tai Chi 12:30 pm	<b>4</b> Billiards 9-11am Hobby Time 12-3 pm Texas Hold-Em Knitting/Crochet Billiards Puzzle Table	<b>5</b> Cleaners 8:30 am Billiards 9-11am Senior Walk in the Park 9:30 am Senior Exercise 10 am <b>Blood Pressure 10 am</b>	<b>6</b> Billiards 9-11am	<b>7</b> Billiards 9-11am Senior Walk in the Park 9:30 am Exercise Video 10 am
<b>10</b> Senior Walk in the Park 9:30 am Senior Exercise 10 am Tai Chi 12:30 pm	<b>11</b> <i>Center Closed</i> <i>Senior Luncheon</i>	<b>12</b> Cleaners 8:30 am Billiards 9-11am Senior Walk in the Park 9:30 am Senior Exercise 10 am <b>Celebration Cake</b>	<b>13</b> Billiards 9-11am	<b>14</b> Billiards 9-11am Senior Walk in the Park 9:30 am Exercise Video 10 am
<b>17</b> Senior Walk in the Park 9:30 am Senior Exercise 10 am Tai Chi 12:30 pm	<b>18</b> Billiards 9-11am Hobby Time 12-3 pm Texas Hold-Em Knitting/Crochet Billiards Puzzle Table	<b>19</b> Cleaners 8:30 am Billiards 9-11am Senior Walk in the Park 9:30 am Senior Exercise 10 am	<b>20</b> Billiards 9-11am <b>Bingo following lunch</b>	<b>21</b> <i>Center Closed</i> <i>Tachi Palace</i> Senior Walk in the Park 9:30 am Exercise Video 10 am
<b>24</b> Senior Walk in the Park 9:30 am Senior Exercise 10 am Tai Chi 12:30 pm <b>Town Hall Meeting 6pm</b>	<b>25</b> Billiards 9-11am Hobby Time 12-3 pm Texas Hold-Em Knitting/Crochet Billiards Puzzle Table	<b>26</b> Cleaners 8:30 am Billiards 9-11am Senior Walk in the Park 9:30 am Senior Exercise 10 am <b>Ice Cream Social following lunch</b>	<b>27</b> Billiards 9-11am	<b>28</b> Billiards 9-11am Senior Walk in the Park 9:30 am Senior Exercise 10 am
<i>Open Afternoon for Scheduled Activities</i>				
Senior Services open Monday through Friday 9am – 12 pm      Phone 637-4207				

Senior Walk in the Park  
Weather Permitting  
California Room is  
available for walking

# JUNE

Reedley Senior Commission, Inc.  
P.O. Box 1940  
Reedley, CA 93654

RETURN SERVICE REQUESTED

Non-Profit Org.  
U.S. Postage Paid  
Permit No. 190  
Reedley, CA 93654

Q O C E L E E V W C S S M C I  
Q M B A I R L H U C W Q H X T  
W Q E E K R I I H O X U Y R S  
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X M I N I S T E R P R I N G I  
K N D S O C N L A A Z I V G K  
N C A R E T R A G T U F X S K

BESTMAN	BRIDE	BRIDESMAID
CAKE	CHAMPAGNE	CHURCH
COMMITMENT	FLOWERGIRL	GARTER
GROOM	MINISTER	RING
RINGBEARER	VOWS	WEDDING



## Senior Getaways



Casino Trips

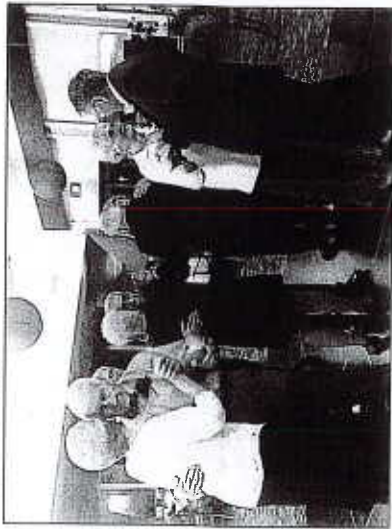


Duarte  
Poinsettia  
Farm



Day  
Trips

## Senior Prom



## Happenings at the Senior Center

Center Hours  
Monday-Friday 9:00-Noon

### Ice Cream Social

Visit with friends and enjoy a delicious treat.

### Bingo

Join us for Bingo where everyone is a winner!

### Billiards

Play pool with friends.

### Craft Class

Crafts made easy and look wonderful.

### Cooking Class

Have a fun time learning to make something new.

### Senior Luncheons

Join other seniors for a wonderful lunch, entertainment and door prizes.

### Monthly Celebrations

Join us to celebrate birthdays and anniversaries.

### Gleaners

Fresh fruits, vegetables and bread products for Reedley Seniors \$5++.

### Equipment Loan

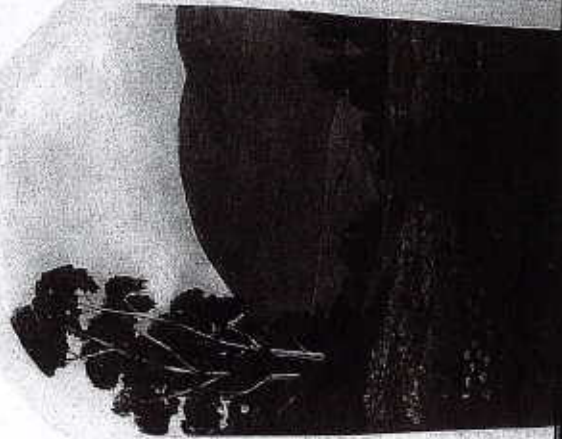
A variety of equipment is available for short term loan.

We could not provide the wonderful services without our partners: Sierra View Homes, Adventist Health, Save Mart, Reedley Rotary Club, Reedley YMCA Program Committee, Golden Living Center, Reedley Senior Commission, Inc.

Join the fun at the

# REEDLEY SENIOR CENTER

ACTIVE ADULTS



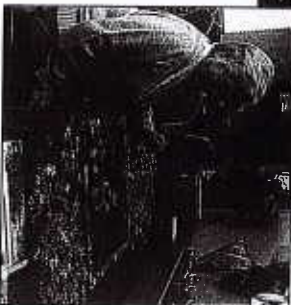
City of Reedley  
Senior Programs  
100 N. East Avenue  
Reedley, CA 93654  
559-637-4207

"Building new friendships"



## Hobby Time

- Billiards
- Texas Hold-Em
- Knitting / Crocheting
- Puzzle Table
- Dominos



## Volunteer Opportunities



We couldn't provide all the services we do without our volunteers. Did you know that

volunteers lives increase by seven years? There are a variety of ways to assist us here at the Senior Center. Give us a call, or just stop by to find out how.

Let's do Lunch!

## Congregate Lunch Program

Meals taste so much better when you can enjoy them in the company of others! Join other seniors for a nutritious lunch and good time. This program is partially funded by the Fresno-Madera Area Agency on Aging.

## Home Delivered Meals

Designed to provide a well-balanced daily meal for homebound older adults (60+) who are unable to prepare adequate meals for themselves and have no other means for ensuring healthy nutrition. Provided by the Fresno-Madera Area Agency on Aging.

## Cafe Bistro

Enjoy a hot cup of coffee or tea and some delicious pastries and breads.



## Healthy Corner-Free Classes

- Senior Exercise
- Tai Chi
- Senior Walk
- Blood Pressure Check
- Presentations by Luis A. Guzman, M.D.



Dr. Guzman



# ESCAPADAS PARA LAS PERSONAS MAYORES



Viajes a la  
Casino



Duarte  
Poinsettia  
Farm



Viajes  
durante  
el día

Baile para personas mayores



## Acontecimientos en el Centro para personas mayores

**El horario del Centro**  
Lunes a Viernes 9 a.m.-12:00p.m.

### **Helado Social**

Visite con amigos y disfrute de una deliciosa helado.

### **Bingo**

Participar con nosotros en Bingo donde todos son ganadores!

### **Billar**

Juega billar con los amigos

### **Clase de artesanía**

Artesanías fáciles y un aspecto maravilloso

### **Clase de cocina**

Divertirse un tiempo aprendiendo a hacer algo nuevo

### **Almuerzos**

Únase a otras personas mayores para un almuerzo maravilloso y entretenimiento con premios de entrada.

### **Celebraciones maravillosas**

acompañarnos para celebrar los cumpleaños y aniversarios.

### **Espinadores**

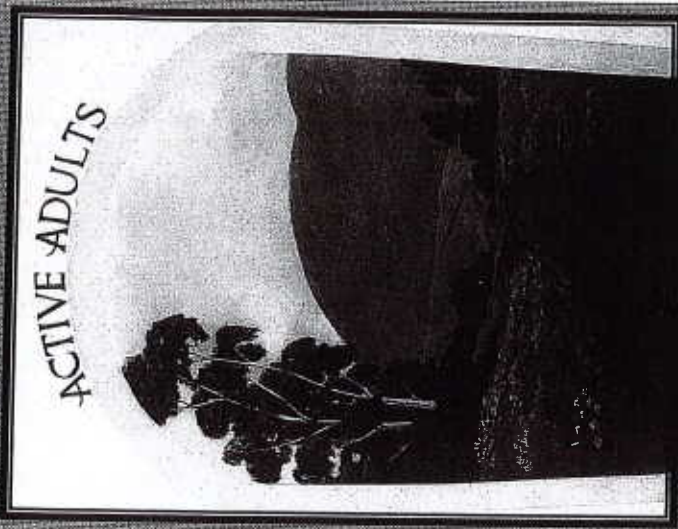
muchas frescas verduras y productos de pan están disponibles para las personas mayores de 55 años

### **Préstamo de equipos**

hay una variedad de equipo que está disponible para préstamo de corto plazo

No podemos ofrecer los servicios maravillosos sin nuestros asociados: Sierra View Homes, Adventist Health, Save Mart, Reedley Rotary Club, Reedley YMCA, Program Committee, Golden Living Center, Reedley Senior Commission, Inc.

## Unirse a la diversion en el **CENTRO PARA PERSONAS MAYORES DE LA CIUDAD DE REEDLEY**



**City of Reedley**  
Programas para personas  
mayores  
100 N. East Avenue  
Reedley, CA 93654  
559-637-4207

"La construcción de nuevas amistades"



## Actividades de tiempo pasados

- Billar
- Cartas—Texas Hold-Em
- Dominos
- Socialización
- El hacer punto / ganchillo
- rompecabezas de mesa



## Oportunidades para voluntarios



No seríamos capaces de proporcionar todos los servicios que hacemos sin nuestros voluntarios. ¿Sabías que los voluntarios vive aumento de siete años? Hay una variedad de maneras para ayudarnos aquí en el Centro de Mayores. Danos una llamada, o simplemente visítenos para averiguar cómo hacerlo.

## Programa de almuerzo Congregate

Let's do Lunch

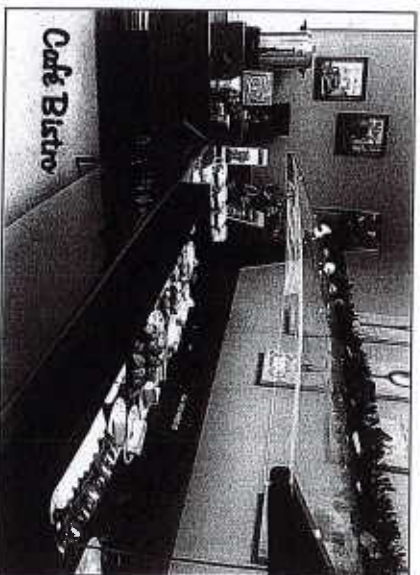
Las comidas tiene mas sabor cuando se disfrutar de ellos en compañía de los demás! Únise a otras personas mayores y disfruta de un buen tiempo y un almuerzo nutritivo. Este programa está financiado en parte por la Agencia del Area de Fresno-Madera sobre el Envejecimiento.

## Comidas entregadas en el domicilio

Diseñado para proporcionar una comida diaria balanceada para los adultos mayores confinados en casa (más de 60 años) que no son capaces de preparar alimentos adecuados para ellos y no tienen otros medios para asegurar una nutrición saludable. Proporcionada por la Agencia del Area de Fresno-Madera sobre el Envejecimiento.

## Café Bistro

Disfrutar de una taza de café caliente o té y unos deliciosos pasteles y panes



## Esquina saludable - Clases gratis

- Ejercicio
- Tai Chi
- Caminar
- Verificación de presión arterial
- Presentaciones a cargo de Luis A. Guzmán, M. D.





## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 8

**DATE:** June 11, 2019

**TITLE:** ADOPT RESOLUTION NO. 2019-058 APPROVING THE SUBMITTAL OF A GRANT APPLICATION, AND IF AWARDED, AUTHORIZING ENTERING INTO AN AGREEMENT WITH AND RECEIVING FUNDING THROUGH THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, FOR SB 2 PLANNING GRANT PROGRAM FUNDS

**SUBMITTED:** Rob Terry, AICP *RT*  
Community Development Director

**APPROVED:** Nicole R. Zieba *NZ*  
City Manager

### **RECOMMENDATION**

Approve and authorize the City Manager (or designated representative) to submit an SB 2 Planning Grant Program application, and if awarded, enter into an agreement and receive funding not to exceed \$160,000 from the State of California Department of Housing and Community Development for SB 2 Planning Grant Program funds.

### **EXECUTIVE SUMMARY**

Staff is seeking Council's support to submit a grant application for the Senate Bill 2 (SB 2) Planning Grants Program (PGP), enter into an agreement and receive funding (if awarded), in order to complete an update to the City's Zoning Ordinance. The City of Reedley is eligible for an amount not to exceed \$160,000, as determined by the Department of Housing and Community Development (HCD). There is no match requirement associated with this funding program. If successfully awarded, grant funds would cover City staff time and consultant costs associated with the zoning ordinance update.

### **BACKGROUND**

On March 29, 2019, the State of California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for approximately \$123 million to make funding available to all local governments in California under the Senate Bill 2 (SB 2) Planning Grants Program (PGP). The program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. SB 2 is part of a 15-bill housing package aimed at addressing the state's



housing shortage and high housing costs. Specifically, SB 2 established a permanent source of revenue intended to increase the affordable housing stock in California. PGP grants are funded through 50 percent of the revenues collected during the first calendar year (January through December, 2018). The PGP is a one-time component of SB 2 that, among other provisions, provides financial and technical assistance to local governments to update planning documents in order to accelerate housing production and streamline housing approval processes, among other items. Eligible activities to accomplish program goals include updates to zoning ordinances, which staff has determined would be the most efficient use of program dollars at this time, and will also include activities that consider by-right zoning inclusion, objective development and design standards and expedited processing. Staff anticipates that a consultant would be acquired to assist with completion of grant work tasks.

The City of Reedley is eligible for an amount not to exceed \$160,000, as determined by HCD. There is no match requirement associated with this funding program. The City maintains eligibility for program funding due to its timely and consistent completion of the Annual Progress Report provided to HCD annually, among other criteria. In addition, the City has already proactively addressed many of the State's Planning Priorities in recent years, including the promotion of infill and equity and resource protection; and encouraging efficient development patterns and providing a range of housing choices.

#### **FISCAL IMPACT**

There is no financial match required within the SB 2 Planning Grant Program. If successfully awarded, grant funds would cover City staff time and consultant costs associated with the zoning ordinance update.

#### **PRIOR COUNCIL ACTIONS**

No prior actions have been taken by Council in regards to this grant application.

#### **ATTACHMENTS**

1. Resolution 2019-058
2. Department of Conservation Pre-Application Response Letter

Motion: \_\_\_\_\_  
Second: \_\_\_\_\_

## RESOLUTION NO. 2019-058

### **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF REEDLEY, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANT PROGRAM FUNDS.**

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

**WHEREAS**, the City Council of the City of Reedley desires to submit a project application for the PGP program to accelerate the production of housing, and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

**WHEREAS**, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Reedley using their independent judgment hereby resolves as follows:

1. The City of Reedley is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$160,000.00; and
2. In connection with the PGP grant, if the application is approved by the Department, the City Manager (or designated representative) is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000.00, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents"); and
3. The City of Reedley shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council of the City of Reedley hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application; and
4. The City Manager (or designated representative) is authorized to execute the City of Reedley Planning Grants Program application, the PGP Grant Documents, and any amendments

thereto, on behalf of the City of Reedley as required by the Department for receipt of the PGP Grant.

This foregoing resolution is hereby approved the 11th day of June, 2019, in the City of Reedley, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

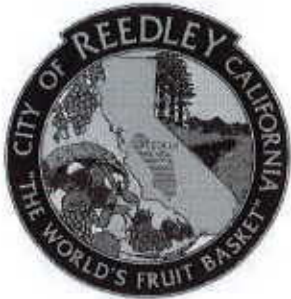
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Frank Piñon, Mayor

ATTEST:

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Sylvia B. Plata, City Clerk



## **REEDLEY CITY COUNCIL**

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO:   9  

**DATE:** June 11, 2019

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR CONSULTANT SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE PROPOSED PARKING LOT BEHIND CITY HALL

**SUBMITTED:** John S. Robertson, City Engineer

**APPROVAL:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

Approve and authorize the City Manager to negotiate and enter into a contract for consultant services related to the design and preparation of construction documents for the proposed parking lot behind City Hall.

### **EXECUTIVE SUMMARY**

The completion of the demolition of the former Royal Valley Packinghouse structure has left the City with a largely unimproved vacant parcel. The next phase of improvements related to this parcel of land is to design and construct a fenced parking lot with elevated solar structures; secure storage area, security lighting, drainage, fencing, and other various improvements. These improvements will serve to replace the Royal Valley Building that was heavily used for parking by City Hall and Police Department staff.

The consultant selected to provide these services will: perform a topographic survey of the entire area, finalize the conceptual layout of the parking lot including parking stalls and lighting as required, engineer the required pavement thickness, and prepare plan, specification, and estimate documents that will be used for bidding and construction of the proposed improvements.

The Engineering Department, in consultation with and input from all City Departments, has completed a conceptual layout of the proposed parking lot (See Attachment A). The enclosed portion of the parking lot will not take up the entire parcel. A 'pad' facing 8<sup>th</sup> Avenue will be reserved for a future City facility.

The enclosed portion of the parking lot will provide 54 parking stalls for staff and Dial-A-Ride vehicles. Located outside of the enclosed area will be an additional 21 stalls available for the



general public parking. A number of both the staff and general public stalls will be made available as electric charging stations. The enclosed area will be surrounded by a combination of decorative fencing and a bollard/chain system.

In addition to the parking area, the solar panels that were previously attached to the roof of the Royal Valley Building, will be placed on elevated structures that will generate solar power per the previously approved solar power purchase agreement with Pacific Power while providing shade to the parked vehicles. Prior to the demolition of the Royal Valley structure, Pacific Power agreed to remove the panels, store them for a period of up to one year, and then reinstall them on elevated solar parking structures at no up-front cost to the City. In return, the City agreed to extend the current solar power purchase agreement for a period of five years, bringing the total term of the agreement to 25 years.

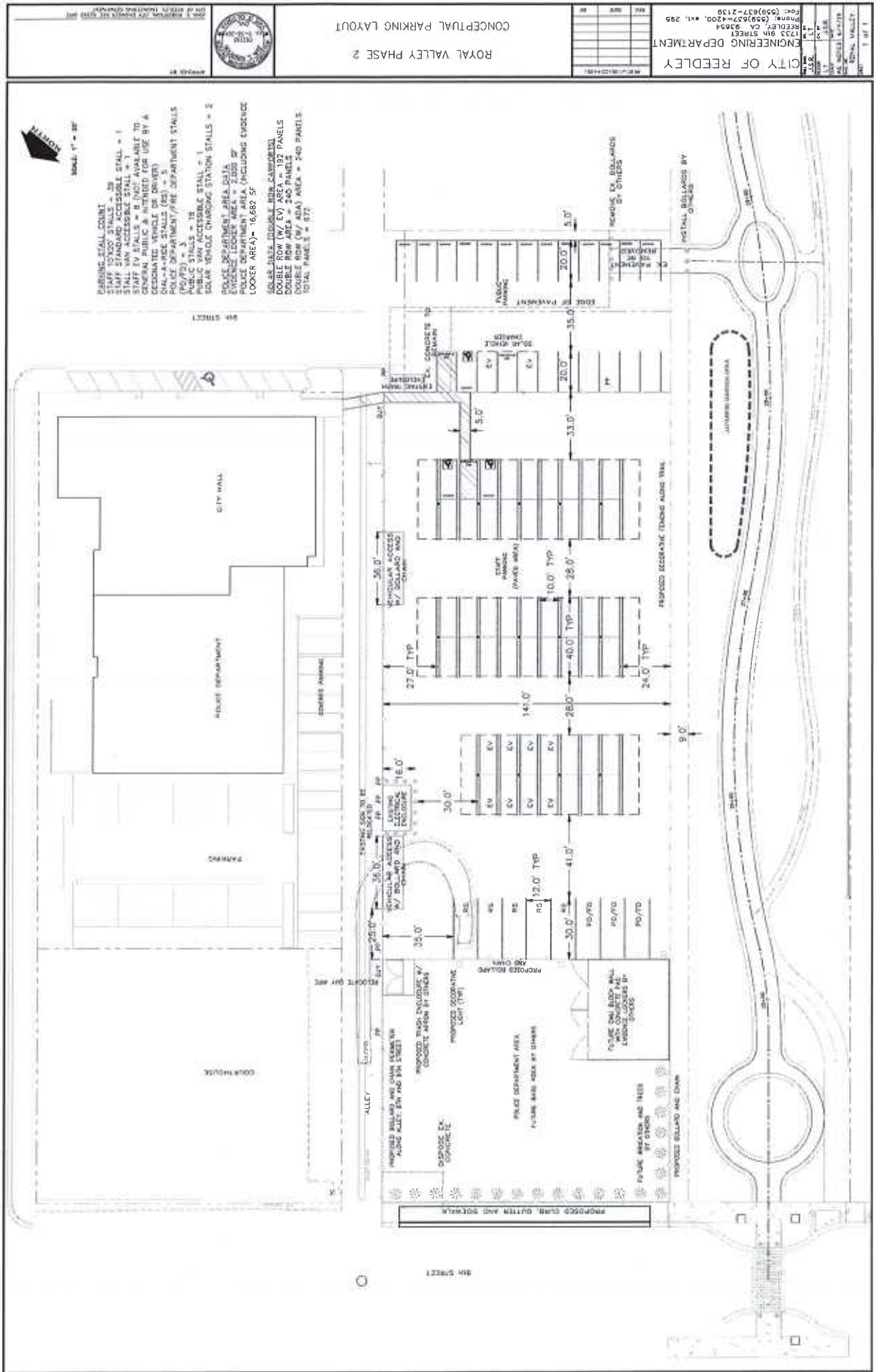
### **FISCAL IMPACT**

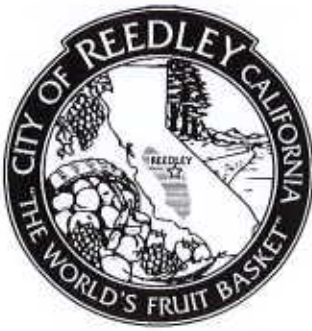
All costs for these consultant services are included in the proposed Fiscal Year 19/20 Budget and will come from available 2011 RDA Bond proceeds and have no impact to the General Fund. The use of a portion of 2011 RDA Bond proceeds is possible through the State Department of Finance approval of the City's Last & Final ROPS and Bond Expenditure Agreement from October 2017. All costs associated with engineering, permitting, construction, and maintenance for the solar power arrays are born by the solar provider.

### **ATTACHMENTS**

1. Attachment A conceptual parking lot layout

# Attachment A





## **REEDLEY CITY COUNCIL**

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 10

DATE: June 11, 2019

TITLE: ADOPTION OF 2019-2020 FISCAL YEAR BUDGET AND RELATED FISCAL ITEMS

- A. ADOPT RESOLUTION NO. 2019-054 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY, SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 11, 2019
- B. ADOPT RESOLUTION NO. 2019-055 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ADOPTING A MASTER SALARY TABLE FOR ALL EMPLOYEES OF THE CITY OF REEDLEY
- C. ADOPT RESOLUTION NO. 2019-056 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING A REVISED SALARY AND BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES
- D. ADOPT RESOLUTION NO. 2019-057 OF THE CITY COUNCIL OF THE CITY OF REEDLEY, REAMORTIZING A LOAN FROM THE GENERAL FUND RESERVE TO THE REEDLEY AIRPORT FUND
- E. APPROVE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOZANO SMITH, LLP FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY

SUBMITTED: Paul A. Melikian, Assistant City Manager

APPROVED: Nicole R. Zieba, City Manager

### **RECOMMENDATION**

Staff recommends the adoption of the 2019-2020 fiscal year budget as discussed at prior meetings and related fiscal items requiring approval as part of the annual budget process as follows:

- A. Resolution No. 2019-054 adopting the 2019-2020 fiscal year budget as discussed at prior meetings, except as provided for by minute order of the City Council on June 11, 2019
- B. Resolution No. 2019-055 adopting a Master Salary Table for all employees of the City of Reedley
- C. Resolution No. 2019-056 establishing a revised benefit schedule for Unrepresented



- employees
- D. Resolution No. 2019-057 reamortizing a loan from the General Fund Reserve to the Reedley Airport Fund
- E. Approve and authorize the City Manager to enter into an agreement with Lozano Smith, LLP for Professional Legal Services as City Attorney

### **EXECUTIVE SUMMARY**

The following discussion of the items presented for Council consideration is discussed in the order in which they appear under the Recommendation section.

#### **2019-20 Fiscal Year Budget**

By adopting the attached Resolution No. 2019-054, the 2019-20 Fiscal Year Proposed Budget appropriations and positions contained therein will become the Adopted Budget, subject to any changes made by City Council during the hearing and deliberation process. As in past approved budget resolutions, the resolution also sets forth the manner in which the adopted budget may be amended, and grants authority to the City Manager to administratively reorganize positions, departments, or units as necessary to implement the goals of the adopted final budget.

#### **Master Salary Table**

Approval of the attached Master Salary table will fix the compensation for all appointive officers and employees, satisfying Section 36506 of the State of California Government Code. The remaining revisions are highlighted below and further discussed Section 22 of the Proposed Budget:

- Pay ranges of nine part-time classifications, primarily utilized by programs in the Community Services Department, are being increased, principally driven by increases to the California minimum wage, which will increase from \$12.00 to \$13.00 per hour on January 1, 2020.
- Addition of a new part-time classification of Equipment Operator is proposed to be added to the part-time salary table. This classification is needed so that the City may hire someone on a temporary or seasonal basis that possesses skills and experience on specific equipment when needed. An example would be to hire someone experienced with slurry seal machine operations during the summer season to provide skilled assistance to staff with slurry seal and street maintenance operations.
- Addition of Senior Accountant and Associate Engineer classifications at Ranges 61-U and 70-U, respectively. These are titles only and are not a request to add new positions; rather, to allow for future professional growth and retention of staff with extensive specialized knowledge and training. There are no costs associated with having these classifications listed on the schedule.
- The Reedley Public Safety Employees Association (RPOA) MOU stipulates that all employees covered under the agreement will receive a 1.0% cost of living adjustment (COLA) effective July 01, 2019.
- Also effective July 01, 2019, the Police Sergeant classification will receive a 2.50% increase in the pay range.
- All employees covered by the General Services Unit (GSU) MOU will receive a non-pensionable cash payment stipend equivalent to 2.0% of salary for FY 2019-2020, however this does not affect the GSU salary table.

#### **Unrepresented Employees Salary & Benefit Schedule**

This annual resolution sets forth the salary-related compensation & benefits afforded to Unrepresented employees, and covers all full-time employees not represented by the RPOA or GSU bargaining groups. The following is a summary of proposed revisions to the annual resolution:

- Removal of references to "confidential" and "professional/technical" non-management staff. The need for these designations is no longer relevant and will not impact employees. Designations that will remain include; Executive Management, Mid-Management, and All Other Unrepresented Employees that serve differentiate benefit levels.



- Public Safety Employees covered by this resolution would receive their existing uniform allowance payable in equal pay period installments, instead of once annually. The allowance amount of \$1,000 would not change.
- Holidays: The existing half-day (4 hours) holiday for Christmas Eve is proposed to be revised to a full-day (8 hours) holiday.
- Annual Stipend: In lieu of a cost of living adjustment to salaries for FY 2019-2020, all full-time Unrepresented employees would again receive a non-pensionable cash payment stipend equivalent to 2.0% of base salary, payable in two equal installments in July and January. If approved, FY 2019-2020 would represent the second year that Unrepresented employees will not receive a salary increase.

#### Reedley Airport Loan

By adopting the attached Resolution 2019-057, the remaining amount of the current airport loan will be reamortized by the General Fund Reserve at the existing 1.50% interest rate to be repaid in 16 annual payments per the attached amortization schedule, Exhibit A, ending July 2034. Reamortization of the existing loan to lengthen the repayment term is necessary to free up and secure local funding required to match available State and Federal grants for critical projects identified in the Reedley Municipal Airport Capital Improvement Plan.

#### Lozano Smith, LLP Agreement

Attached is a new legal services agreement between the City and Lozano Smith for services as City Attorney. The current rates for services have been in effect since July 1, 2017, will remain in effect for another fiscal year, through June 30, 2020. Therefore, the rates will remain the same for three years, and will not be scheduled to increase until July 1, 2020. Staff recommends this proposal as it provides budgetary relief for the 2019-2020 fiscal year, and adequate time to plan for and budget the increases for the following year.

#### **ATTACHMENTS**

1. Resolution 2019-054 Adopting City Budget
2. Resolution 2019-055 Adopting Master Salary Table
3. Resolution 2019-056 Salary & Benefit Schedule for Unrepresented Employees
4. Resolution 2019-057 Reamortizing a loan from the General Fund Reserve to the Reedley Airport
5. Agreement with Lozano Smith, LLP for Professional Legal Services as City Attorney

## **RESOLUTION NO. 2019-054**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY, ACTING IN ITS CAPACITY AS CITY COUNCIL TO THE CITY, SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY, AND AS THE BOARD OF THE REEDLEY HOUSING AUTHORITY, ADOPTING THE FINAL BUDGET OF THE CITY OF REEDLEY FOR THE FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID FINAL BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith, EXCEPT AS PROVIDED FOR BY MINUTE ORDER OF THE CITY COUNCIL ON JUNE 11, 2019**

WHEREAS, the City Council of the City of Reedley, acting in its capacity as City Council to the City, Successor Agency to the former Redevelopment Agency, and as the Board of the Reedley Housing Authority ("City Council") has had submitted to it a Preliminary Budget for the fiscal year July 1, 2019 through June 30, 2020; and

WHEREAS, after examination, deliberation and due consideration, the City Council of the City of Reedley has approved the same with modifications; and

WHEREAS, it is the intention of the City Council to adopt the said budget as modified and amended by the City Council of the City of Reedley as the Final Budget for the fiscal year 2019 - 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REEDLEY AS FOLLOWS:

1. That certain budget for the fiscal year July 1, 2019 - June 30, 2020, presently on file in the office of the City Clerk entitled, "CITY OF REEDLEY - BUDGET - FISCAL YEAR 2019-20," which is hereby referred to and incorporated herein by reference as though fully set forth herein verbatim, is hereby adopted as modified and amended by the City Council of the City of Reedley as the Final Annual Budget of the City of Reedley for the fiscal year July 1, 2019 - June 30, 2020.

2. From and after the operative date of this resolution the several amounts stated in the Final Annual Budget hereinafter referred to as adopted expenditures shall become and thereafter be appropriated to the offices, departments, accounts, objects and purposes stated therein for the fiscal year to which said budget is to apply and said monies are hereby authorized to be expended for the purposes and objects specified in said budget.

3. Unless otherwise provided by law, from time to time during the said fiscal year, sums may be transferred from any appropriated item within a designated fund, or accounts within the General Fund, unless expressly prohibited by law, to any other appropriated item within the

same fund or funds as deemed necessary by the City Manager. New and/or additional appropriations requiring the use of fund balance shall be made by resolution of the City Council. Except as monetary appropriations maybe affected by intra-fund transfers within the General Fund or other funds as hereinafter provided, no appropriations set forth in said budget shall be canceled in whole or in part except by resolution adopted by the affirmative vote of three-fifths (3/5ths) of all members of the City Council.

4. The City Manager is hereby authorized to implement such administrative reorganization of offices, positions, departments, or units, including without limitation reductions in force, as he/she deems necessary, efficient, effective and/or economical to implement the goals of the adopted Final Annual Budget of the City of Reedley for the fiscal year July 1, 2019 - June 30, 2020, and any such reorganization is hereby approved. This approval is intended to satisfy the approval required by Reedley Municipal Code section 1-6-7-4 without any further approval by the City Council.

5. All resolutions and parts of resolutions in conflict herewith, including, but not necessarily limited to, such resolutions or parts of resolutions relating to compensation, allowances or benefits as may be in conflict herewith, are hereby expressly repealed.

6. This resolution shall be effective immediately upon adoption, but shall be operative as of July 1, 2019.

This Resolution was duly passed, approved, and adopted by the City Council of the City of Reedley this 11th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Frank Piñon, Mayor

ATTEST:

---

Sylvia Plata, City Clerk

**RESOLUTION NO. 2019-055**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REEDLEY ADOPTING MASTER SALARY TABLES  
FOR ALL EMPLOYEES OF THE CITY OF REEDLEY**

WHEREAS, Section 36506 of the Government Code of the State of California provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

WHEREAS, the Master Salary Tables are attached as Exhibit 'A' to this Resolution has been reviewed and considered by the City Council;

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

1. The Master Salary Tables attached hereto as Exhibit 'A' are hereby adopted.
2. All prior resolutions concerning compensation for City employees that are in conflict with this Resolution or the attached Master Salary Tables are hereby repealed, and this Resolution shall be effective July 1, 2019.

The foregoing Resolution was duly passed, approved, and adopted on the 11th day of June, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Frank Piñon, Mayor

\_\_\_\_\_  
Sylvia Plata, City Clerk



## Salary Table

### Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
37-U	Fire Administrative Clerk Staff Assistant	Hourly	\$ 17.1885	\$ 18.0479	\$ 18.9503	\$ 19.8978	\$ 20.8927
		Bi-weekly	\$ 1,375	\$ 1,444	\$ 1,516	\$ 1,592	\$ 1,671
		Monthly	\$ 2,979	\$ 3,128	\$ 3,285	\$ 3,449	\$ 3,621
		Annual	\$ 35,752	\$ 37,540	\$ 39,417	\$ 41,387	\$ 43,457
38-U	Accounting Technician I	Hourly	\$ 17.6182	\$ 18.4991	\$ 19.4240	\$ 20.3952	\$ 21.4150
		Bi-weekly	\$ 1,409	\$ 1,480	\$ 1,554	\$ 1,632	\$ 1,713
		Monthly	\$ 3,054	\$ 3,207	\$ 3,367	\$ 3,535	\$ 3,712
		Annual	\$ 36,646	\$ 38,478	\$ 40,402	\$ 42,422	\$ 44,543
39-U		Hourly	\$ 18.0586	\$ 18.9616	\$ 19.9096	\$ 20.9051	\$ 21.9504
		Bi-weekly	\$ 1,445	\$ 1,517	\$ 1,593	\$ 1,672	\$ 1,756
		Monthly	\$ 3,130	\$ 3,287	\$ 3,451	\$ 3,624	\$ 3,805
		Annual	\$ 37,562	\$ 39,440	\$ 41,412	\$ 43,483	\$ 45,657
40-U		Hourly	\$ 18.5101	\$ 19.4356	\$ 20.4074	\$ 21.4277	\$ 22.4991
		Bi-weekly	\$ 1,481	\$ 1,555	\$ 1,633	\$ 1,714	\$ 1,800
		Monthly	\$ 3,208	\$ 3,369	\$ 3,537	\$ 3,714	\$ 3,900
		Annual	\$ 38,501	\$ 40,426	\$ 42,447	\$ 44,570	\$ 46,798
41-U	Tourism / Event Coordinator Recreation Coordinator Facilities Coordinator	Hourly	\$ 18.9728	\$ 19.9215	\$ 20.9176	\$ 21.9634	\$ 23.0616
		Bi-weekly	\$ 1,518	\$ 1,594	\$ 1,673	\$ 1,757	\$ 1,845
		Monthly	\$ 3,289	\$ 3,453	\$ 3,626	\$ 3,807	\$ 3,997
		Annual	\$ 39,464	\$ 41,437	\$ 43,509	\$ 45,684	\$ 47,968
42-U	Accounting Technician II Administrative Assistant Economic Development Specialist Human Resources Technician	Hourly	\$ 19.4472	\$ 20.4195	\$ 21.4405	\$ 22.5125	\$ 23.6382
		Bi-weekly	\$ 1,556	\$ 1,634	\$ 1,715	\$ 1,801	\$ 1,891
		Monthly	\$ 3,371	\$ 3,539	\$ 3,716	\$ 3,902	\$ 4,097
		Annual	\$ 40,450	\$ 42,473	\$ 44,596	\$ 46,826	\$ 49,167
43-U	CAD Technician Senior Citizens Coordinator	Hourly	\$ 19.9333	\$ 20.9300	\$ 21.9765	\$ 23.0753	\$ 24.2291
		Bi-weekly	\$ 1,595	\$ 1,674	\$ 1,758	\$ 1,846	\$ 1,938
		Monthly	\$ 3,455	\$ 3,628	\$ 3,809	\$ 4,000	\$ 4,200
		Annual	\$ 41,461	\$ 43,534	\$ 45,711	\$ 47,997	\$ 50,397
44-U	Building Permit Technician	Hourly	\$ 20.4317	\$ 21.4533	\$ 22.5259	\$ 23.6522	\$ 24.8348
		Bi-weekly	\$ 1,635	\$ 1,716	\$ 1,802	\$ 1,892	\$ 1,987
		Monthly	\$ 3,541	\$ 3,719	\$ 3,904	\$ 4,100	\$ 4,305
		Annual	\$ 42,498	\$ 44,623	\$ 46,854	\$ 49,197	\$ 51,656
45-U	Life Safety / Code Officer	Hourly	\$ 20.9425	\$ 21.9896	\$ 23.0891	\$ 24.2435	\$ 25.4557
		Bi-weekly	\$ 1,675	\$ 1,759	\$ 1,847	\$ 1,939	\$ 2,036
		Monthly	\$ 3,630	\$ 3,812	\$ 4,002	\$ 4,202	\$ 4,412
		Annual	\$ 43,560	\$ 45,738	\$ 48,025	\$ 50,427	\$ 52,948

# Salary Table

## Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
46-U		Hourly	\$ 21.4660	\$ 22.5393	\$ 23.6663	\$ 24.8496	\$ 26.0921
		Bi-weekly	\$ 1,717	\$ 1,803	\$ 1,893	\$ 1,988	\$ 2,087
		Monthly	\$ 3,721	\$ 3,907	\$ 4,102	\$ 4,307	\$ 4,523
		Annual	\$ 44,649	\$ 46,882	\$ 49,226	\$ 51,687	\$ 54,272
47-U		Hourly	\$ 22.0027	\$ 23.1028	\$ 24.2580	\$ 25.4709	\$ 26.7444
		Bi-weekly	\$ 1,760	\$ 1,848	\$ 1,941	\$ 2,038	\$ 2,140
		Monthly	\$ 3,814	\$ 4,004	\$ 4,205	\$ 4,415	\$ 4,636
		Annual	\$ 45,766	\$ 48,054	\$ 50,457	\$ 52,979	\$ 55,628
48-U		Hourly	\$ 22.5528	\$ 23.6804	\$ 24.8644	\$ 26.1076	\$ 27.4130
		Bi-weekly	\$ 1,804	\$ 1,894	\$ 1,989	\$ 2,089	\$ 2,193
		Monthly	\$ 3,909	\$ 4,105	\$ 4,310	\$ 4,525	\$ 4,752
		Annual	\$ 46,910	\$ 49,255	\$ 51,718	\$ 54,304	\$ 57,019
49-U	Engineering Technician	Hourly	\$ 23.1166	\$ 24.2724	\$ 25.4860	\$ 26.7603	\$ 28.0983
	Building Inspector I	Bi-weekly	\$ 1,849	\$ 1,942	\$ 2,039	\$ 2,141	\$ 2,248
	Executive Assistant / Deputy City Clerk (FLSA Exempt)	Monthly	\$ 4,007	\$ 4,207	\$ 4,418	\$ 4,638	\$ 4,870
		Annual	\$ 48,082	\$ 50,487	\$ 53,011	\$ 55,661	\$ 58,445
50-U		Hourly	\$ 23.6945	\$ 24.8792	\$ 26.1232	\$ 27.4293	\$ 28.8008
		Bi-weekly	\$ 1,896	\$ 1,990	\$ 2,090	\$ 2,194	\$ 2,304
		Monthly	\$ 4,107	\$ 4,312	\$ 4,528	\$ 4,754	\$ 4,992
		Annual	\$ 49,285	\$ 51,749	\$ 54,336	\$ 57,053	\$ 59,906
51-U	Assistant Planner (FLSA Exempt)	Hourly	\$ 24.2868	\$ 25.5012	\$ 26.7762	\$ 28.1151	\$ 29.5208
	Management Analyst (FLSA Exempt)	Bi-weekly	\$ 1,943	\$ 2,040	\$ 2,142	\$ 2,249	\$ 2,362
	Accountant (FLSA Exempt)	Monthly	\$ 4,210	\$ 4,420	\$ 4,641	\$ 4,873	\$ 5,117
		Annual	\$ 50,517	\$ 53,042	\$ 55,695	\$ 58,479	\$ 61,403
52-U	Building Inspector II	Hourly	\$ 24.8940	\$ 26.1387	\$ 27.4457	\$ 28.8179	\$ 30.2588
		Bi-weekly	\$ 1,992	\$ 2,091	\$ 2,196	\$ 2,305	\$ 2,421
		Monthly	\$ 4,315	\$ 4,531	\$ 4,757	\$ 4,995	\$ 5,245
		Annual	\$ 51,780	\$ 54,369	\$ 57,087	\$ 59,941	\$ 62,938
53-U		Hourly	\$ 25.5164	\$ 26.7922	\$ 28.1318	\$ 29.5384	\$ 31.0153
		Bi-weekly	\$ 2,041	\$ 2,143	\$ 2,251	\$ 2,363	\$ 2,481
		Monthly	\$ 4,423	\$ 4,644	\$ 4,876	\$ 5,120	\$ 5,376
		Annual	\$ 53,074	\$ 55,728	\$ 58,514	\$ 61,440	\$ 64,512
54-U		Hourly	\$ 26.1543	\$ 27.4620	\$ 28.8351	\$ 30.2768	\$ 31.7907
		Bi-weekly	\$ 2,092	\$ 2,197	\$ 2,307	\$ 2,422	\$ 2,543
		Monthly	\$ 4,533	\$ 4,760	\$ 4,998	\$ 5,248	\$ 5,510
		Annual	\$ 54,401	\$ 57,121	\$ 59,977	\$ 62,976	\$ 66,125

# Salary Table

## Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
55-U	Engineering Assistant	Hourly	\$ 26.8081	\$ 28.1485	\$ 29.5560	\$ 31.0338	\$ 32.5855
		Bi-weekly	\$ 2,145	\$ 2,252	\$ 2,364	\$ 2,483	\$ 2,607
		Monthly	\$ 4,647	\$ 4,879	\$ 5,123	\$ 5,379	\$ 5,648
		Annual	\$ 55,761	\$ 58,549	\$ 61,476	\$ 64,550	\$ 67,778
56-U		Hourly	\$ 27.4783	\$ 28.8523	\$ 30.2949	\$ 31.8096	\$ 33.4001
		Bi-weekly	\$ 2,198	\$ 2,308	\$ 2,424	\$ 2,545	\$ 2,672
		Monthly	\$ 4,763	\$ 5,001	\$ 5,251	\$ 5,514	\$ 5,789
		Annual	\$ 57,155	\$ 60,013	\$ 63,013	\$ 66,164	\$ 69,472
57-U	Associate Planner	Hourly	\$ 28.1653	\$ 29.5736	\$ 31.0522	\$ 32.6049	\$ 34.2351
	Senior Building Inspector	Bi-weekly	\$ 2,253	\$ 2,366	\$ 2,484	\$ 2,608	\$ 2,739
	City Clerk (FLSA Exempt)	Monthly	\$ 4,882	\$ 5,126	\$ 5,382	\$ 5,652	\$ 5,934
	Senior Management Analyst (FLSA Exempt) Senior Human Resources Analyst (FLSA Exempt)	Annual	\$ 58,584	\$ 61,513	\$ 64,589	\$ 67,818	\$ 71,209
58-U		Hourly	\$ 28.8694	\$ 30.3129	\$ 31.8285	\$ 33.4200	\$ 35.0910
		Bi-weekly	\$ 2,310	\$ 2,425	\$ 2,546	\$ 2,674	\$ 2,807
		Monthly	\$ 5,004	\$ 5,254	\$ 5,517	\$ 5,793	\$ 6,082
		Annual	\$ 60,048	\$ 63,051	\$ 66,203	\$ 69,514	\$ 72,989
59-U		Hourly	\$ 29.5912	\$ 31.0707	\$ 32.6243	\$ 34.2555	\$ 35.9682
		Bi-weekly	\$ 2,367	\$ 2,486	\$ 2,610	\$ 2,740	\$ 2,877
		Monthly	\$ 5,129	\$ 5,386	\$ 5,655	\$ 5,938	\$ 6,234
		Annual	\$ 61,550	\$ 64,627	\$ 67,858	\$ 71,251	\$ 74,814
60-U	Solid Waste Supervisor (FLSA Exempt)	Hourly	\$ 30.3309	\$ 31.8475	\$ 33.4399	\$ 35.1119	\$ 36.8675
		Bi-weekly	\$ 2,426	\$ 2,548	\$ 2,675	\$ 2,809	\$ 2,949
		Monthly	\$ 5,257	\$ 5,520	\$ 5,796	\$ 6,086	\$ 6,390
		Annual	\$ 63,088	\$ 66,243	\$ 69,555	\$ 73,033	\$ 76,684
61-U	Senior Engineering Assistant (FLSA Exempt)	Hourly	\$ 31.0892	\$ 32.6437	\$ 34.2759	\$ 35.9897	\$ 37.7891
	Senior Accountant (FLSA Exempt)	Bi-weekly	\$ 2,487	\$ 2,611	\$ 2,742	\$ 2,879	\$ 3,023
		Monthly	\$ 5,389	\$ 5,658	\$ 5,941	\$ 6,238	\$ 6,550
		Annual	\$ 64,666	\$ 67,899	\$ 71,294	\$ 74,858	\$ 78,601
62-U	Senior Planner	Hourly	\$ 31.8664	\$ 33.4598	\$ 35.1328	\$ 36.8894	\$ 38.7339
	Executive Assistant / City Clerk (FLSA Exempt)	Bi-weekly	\$ 2,549	\$ 2,677	\$ 2,811	\$ 2,951	\$ 3,099
		Monthly	\$ 5,524	\$ 5,800	\$ 6,090	\$ 6,394	\$ 6,714
		Annual	\$ 66,282	\$ 69,596	\$ 73,076	\$ 76,730	\$ 80,566
63-U		Hourly	\$ 32.6631	\$ 34.2963	\$ 36.0111	\$ 37.8116	\$ 39.7022
		Bi-weekly	\$ 2,613	\$ 2,744	\$ 2,881	\$ 3,025	\$ 3,176
		Monthly	\$ 5,662	\$ 5,945	\$ 6,242	\$ 6,554	\$ 6,882

# Salary Table

## Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
		Annual	\$ 67,939	\$ 71,336	\$ 74,903	\$ 78,648	\$ 82,581
64-U	Assistant Engineer (FLSA Exempt)	Hourly	\$ 33.4797	\$ 35.1537	\$ 36.9114	\$ 38.7569	\$ 40.6948
	Capital Projects / Airport Manager (FLSA Exempt)	Bi-weekly	\$ 2,678	\$ 2,812	\$ 2,953	\$ 3,101	\$ 3,256
	Public Works Manager (FLSA Exempt)	Monthly	\$ 5,803	\$ 6,093	\$ 6,398	\$ 6,718	\$ 7,054
	City Building Official (FLSA Exempt)	Annual	\$ 69,638	\$ 73,120	\$ 76,776	\$ 80,614	\$ 84,645
65-U	Roads & Grounds Supervisor (FLSA Exempt)	Hourly	\$ 34.3167	\$ 36.0325	\$ 37.8341	\$ 39.7258	\$ 41.7121
	Water System Supervisor (FLSA Exempt)	Bi-weekly	\$ 2,745	\$ 2,883	\$ 3,027	\$ 3,178	\$ 3,337
		Monthly	\$ 5,948	\$ 6,246	\$ 6,558	\$ 6,886	\$ 7,230
		Annual	\$ 71,379	\$ 74,948	\$ 78,695	\$ 82,630	\$ 86,761
66-U	Fire Battalion Chief (FLSA Exempt)	Hourly	\$ 35.1746	\$ 36.9333	\$ 38.7800	\$ 40.7190	\$ 42.7549
		Bi-weekly	\$ 2,814	\$ 2,955	\$ 3,102	\$ 3,258	\$ 3,420
		Monthly	\$ 6,097	\$ 6,402	\$ 6,722	\$ 7,058	\$ 7,411
		Annual	\$ 73,163	\$ 76,821	\$ 80,662	\$ 84,695	\$ 88,930
67-U	Wastewater System Supervisor (FLSA Exempt)	Hourly	\$ 36.0540	\$ 37.8567	\$ 39.7495	\$ 41.7370	\$ 43.8238
		Bi-weekly	\$ 2,884	\$ 3,029	\$ 3,180	\$ 3,339	\$ 3,506
		Monthly	\$ 6,249	\$ 6,562	\$ 6,890	\$ 7,234	\$ 7,596
		Annual	\$ 74,992	\$ 78,742	\$ 82,679	\$ 86,813	\$ 91,154
68-U	Human Resources Manager (FLSA Exempt)	Hourly	\$ 36.9553	\$ 38.8031	\$ 40.7432	\$ 42.7804	\$ 44.9194
	City Planner (FLSA Exempt)	Bi-weekly	\$ 2,956	\$ 3,104	\$ 3,259	\$ 3,422	\$ 3,594
		Monthly	\$ 6,406	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786
		Annual	\$ 76,867	\$ 80,710	\$ 84,746	\$ 88,983	\$ 93,432
69-U		Hourly	\$ 37.8792	\$ 39.7732	\$ 41.7618	\$ 43.8499	\$ 46.0424
		Bi-weekly	\$ 3,030	\$ 3,182	\$ 3,341	\$ 3,508	\$ 3,683
		Monthly	\$ 6,566	\$ 6,894	\$ 7,239	\$ 7,601	\$ 7,981
		Annual	\$ 78,789	\$ 82,728	\$ 86,865	\$ 91,208	\$ 95,768
70-U	Accounting Manager (FLSA Exempt)	Hourly	\$ 38.8262	\$ 40.7675	\$ 42.8059	\$ 44.9461	\$ 47.1935
	Associate Engineer (FLSA Exempt)	Bi-weekly	\$ 3,106	\$ 3,261	\$ 3,424	\$ 3,596	\$ 3,775
		Monthly	\$ 6,730	\$ 7,066	\$ 7,420	\$ 7,791	\$ 8,180
		Annual	\$ 80,758	\$ 84,796	\$ 89,036	\$ 93,488	\$ 98,162
71-U	Police Lieutenant (FLSA Exempt)	Hourly	\$ 39.7968	\$ 41.7867	\$ 43.8760	\$ 46.0698	\$ 48.3733
		Bi-weekly	\$ 3,184	\$ 3,343	\$ 3,510	\$ 3,686	\$ 3,870
		Monthly	\$ 6,898	\$ 7,243	\$ 7,605	\$ 7,985	\$ 8,385
		Annual	\$ 82,777	\$ 86,916	\$ 91,262	\$ 95,825	\$ 100,616
72-U		Hourly	\$ 40.7917	\$ 42.8313	\$ 44.9729	\$ 47.2215	\$ 49.5826
		Bi-weekly	\$ 3,263	\$ 3,427	\$ 3,598	\$ 3,778	\$ 3,967
		Monthly	\$ 7,071	\$ 7,424	\$ 7,795	\$ 8,185	\$ 8,594



# Salary Table

## Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
		Annual	\$ 84,847	\$ 89,089	\$ 93,544	\$ 98,221	\$ 103,132
73-U	City Engineer (Division Head FLSA Exempt)	Hourly	\$ 41.8115	\$ 43.9021	\$ 46.0972	\$ 48.4021	\$ 50.8222
		Bi-weekly	\$ 3,345	\$ 3,512	\$ 3,688	\$ 3,872	\$ 4,066
		Monthly	\$ 7,247	\$ 7,610	\$ 7,990	\$ 8,390	\$ 8,809
		Annual	\$ 86,968	\$ 91,316	\$ 95,882	\$ 100,676	\$ 105,710
74-U	Fire Chief (FLSA Exempt)	Hourly	\$ 42.8568	\$ 44.9997	\$ 47.2497	\$ 49.6121	\$ 52.0927
		Bi-weekly	\$ 3,429	\$ 3,600	\$ 3,780	\$ 3,969	\$ 4,167
		Monthly	\$ 7,429	\$ 7,800	\$ 8,190	\$ 8,599	\$ 9,029
		Annual	\$ 89,142	\$ 93,599	\$ 98,279	\$ 103,193	\$ 108,353
75-U	Community Services Director (FLSA Exempt)	Hourly	\$ 43.9282	\$ 46.1247	\$ 48.4309	\$ 50.8524	\$ 53.3951
		Bi-weekly	\$ 3,514	\$ 3,690	\$ 3,874	\$ 4,068	\$ 4,272
		Monthly	\$ 7,614	\$ 7,995	\$ 8,395	\$ 8,814	\$ 9,255
		Annual	\$ 91,371	\$ 95,939	\$ 100,736	\$ 105,773	\$ 111,062
76-U		Hourly	\$ 45.0265	\$ 47.2778	\$ 49.6417	\$ 52.1238	\$ 54.7299
		Bi-weekly	\$ 3,602	\$ 3,782	\$ 3,971	\$ 4,170	\$ 4,378
		Monthly	\$ 7,805	\$ 8,195	\$ 8,605	\$ 9,035	\$ 9,487
		Annual	\$ 93,655	\$ 98,338	\$ 103,255	\$ 108,417	\$ 113,838
77-U		Hourly	\$ 46.1521	\$ 48.4597	\$ 50.8827	\$ 53.4268	\$ 56.0982
		Bi-weekly	\$ 3,692	\$ 3,877	\$ 4,071	\$ 4,274	\$ 4,488
		Monthly	\$ 8,000	\$ 8,400	\$ 8,820	\$ 9,261	\$ 9,724
		Annual	\$ 95,996	\$ 100,796	\$ 105,836	\$ 111,128	\$ 116,684
78-U		Hourly	\$ 47.3059	\$ 49.6712	\$ 52.1548	\$ 54.7625	\$ 57.5006
		Bi-weekly	\$ 3,784	\$ 3,974	\$ 4,172	\$ 4,381	\$ 4,600
		Monthly	\$ 8,200	\$ 8,610	\$ 9,040	\$ 9,492	\$ 9,967
		Annual	\$ 98,396	\$ 103,316	\$ 108,482	\$ 113,906	\$ 119,601
79-U		Hourly	\$ 48.4886	\$ 50.9130	\$ 53.4586	\$ 56.1316	\$ 58.9382
		Bi-weekly	\$ 3,879	\$ 4,073	\$ 4,277	\$ 4,491	\$ 4,715
		Monthly	\$ 8,405	\$ 8,825	\$ 9,266	\$ 9,729	\$ 10,216
		Annual	\$ 100,856	\$ 105,899	\$ 111,194	\$ 116,754	\$ 122,591
80-U		Hourly	\$ 49.7008	\$ 52.1858	\$ 54.7951	\$ 57.5349	\$ 60.4116
		Bi-weekly	\$ 3,976	\$ 4,175	\$ 4,384	\$ 4,603	\$ 4,833
		Monthly	\$ 8,615	\$ 9,046	\$ 9,498	\$ 9,973	\$ 10,471
		Annual	\$ 103,378	\$ 108,547	\$ 113,974	\$ 119,673	\$ 125,656
81-U	Director of Finance & Administrative Services (FLSA Exempt)	Hourly	\$ 50.9433	\$ 53.4905	\$ 56.1650	\$ 58.9732	\$ 61.9219
	Public Works Director (FLSA Exempt)	Bi-weekly	\$ 4,075	\$ 4,279	\$ 4,493	\$ 4,718	\$ 4,954
	Community Development Director (FLSA Exempt)	Monthly	\$ 8,830	\$ 9,272	\$ 9,735	\$ 10,222	\$ 10,733

# Salary Table

## Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
	City Engineer (Department Head FLSA Exempt)	Annual	\$ 105,962	\$ 111,260	\$ 116,823	\$ 122,664	\$ 128,798
	Police Chief (FLSA Exempt)						
82-U		Hourly	\$ 52.2169	\$ 54.8277	\$ 57.5691	\$ 60.4476	\$ 63.4699
		Bi-weekly	\$ 4,177	\$ 4,386	\$ 4,606	\$ 4,836	\$ 5,078
		Monthly	\$ 9,051	\$ 9,503	\$ 9,979	\$ 10,478	\$ 11,001
		Annual	\$ 108,611	\$ 114,042	\$ 119,744	\$ 125,731	\$ 132,017
83-U		Hourly	\$ 53.5223	\$ 56.1984	\$ 59.0083	\$ 61.9588	\$ 65.0567
		Bi-weekly	\$ 4,282	\$ 4,496	\$ 4,721	\$ 4,957	\$ 5,205
		Monthly	\$ 9,277	\$ 9,741	\$ 10,228	\$ 10,740	\$ 11,276
		Annual	\$ 111,326	\$ 116,893	\$ 122,737	\$ 128,874	\$ 135,318
84-U		Hourly	\$ 54.8604	\$ 57.6034	\$ 60.4836	\$ 63.5077	\$ 66.6831
		Bi-weekly	\$ 4,389	\$ 4,608	\$ 4,839	\$ 5,081	\$ 5,335
		Monthly	\$ 9,509	\$ 9,985	\$ 10,484	\$ 11,008	\$ 11,558
		Annual	\$ 114,110	\$ 119,815	\$ 125,806	\$ 132,096	\$ 138,701
85-U	Assistant City Manager (FLSA Exempt)	Hourly	\$ 56.2319	\$ 59.0435	\$ 61.9956	\$ 65.0954	\$ 68.3502
		Bi-weekly	\$ 4,499	\$ 4,723	\$ 4,960	\$ 5,208	\$ 5,468
		Monthly	\$ 9,747	\$ 10,234	\$ 10,746	\$ 11,283	\$ 11,847
		Annual	\$ 116,962	\$ 122,810	\$ 128,951	\$ 135,398	\$ 142,168
86-U		Hourly	\$ 57.6377	\$ 60.5196	\$ 63.5455	\$ 66.7228	\$ 70.0589
		Bi-weekly	\$ 4,611	\$ 4,842	\$ 5,084	\$ 5,338	\$ 5,605
		Monthly	\$ 9,991	\$ 10,490	\$ 11,015	\$ 11,565	\$ 12,144
		Annual	\$ 119,886	\$ 125,881	\$ 132,175	\$ 138,783	\$ 145,723
87-U		Hourly	\$ 59.0786	\$ 62.0325	\$ 65.1342	\$ 68.3909	\$ 71.8104
		Bi-weekly	\$ 4,726	\$ 4,963	\$ 5,211	\$ 5,471	\$ 5,745
		Monthly	\$ 10,240	\$ 10,752	\$ 11,290	\$ 11,854	\$ 12,447
		Annual	\$ 122,884	\$ 129,028	\$ 135,479	\$ 142,253	\$ 149,366
88-U		Hourly	\$ 60.5556	\$ 63.5834	\$ 66.7625	\$ 70.1006	\$ 73.6057
		Bi-weekly	\$ 4,844	\$ 5,087	\$ 5,341	\$ 5,608	\$ 5,888
		Monthly	\$ 10,496	\$ 11,021	\$ 11,572	\$ 12,151	\$ 12,758
		Annual	\$ 125,956	\$ 132,253	\$ 138,866	\$ 145,809	\$ 153,100
89-U		Hourly	\$ 62.0695	\$ 65.1729	\$ 68.4316	\$ 71.8532	\$ 75.4458
		Bi-weekly	\$ 4,966	\$ 5,214	\$ 5,475	\$ 5,748	\$ 6,036
		Monthly	\$ 10,759	\$ 11,297	\$ 11,861	\$ 12,455	\$ 13,077
		Annual	\$ 129,104	\$ 135,560	\$ 142,338	\$ 149,455	\$ 156,927
90-U		Hourly	\$ 63.6212	\$ 66.8023	\$ 70.1424	\$ 73.6495	\$ 77.3320
		Bi-weekly	\$ 5,090	\$ 5,344	\$ 5,611	\$ 5,892	\$ 6,187

# Salary Table

## Unrepresented Positions

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
		Monthly	\$ 11,028	\$ 11,579	\$ 12,158	\$ 12,766	\$ 13,404
		Annual	\$ 132,332	\$ 138,949	\$ 145,896	\$ 153,191	\$ 160,850
91-U		Hourly	\$ 65.2117	\$ 68.4723	\$ 71.8959	\$ 75.4907	\$ 79.2653
		Bi-weekly	\$ 5,217	\$ 5,478	\$ 5,752	\$ 6,039	\$ 6,341
		Monthly	\$ 11,303	\$ 11,869	\$ 12,462	\$ 13,085	\$ 13,739
		Annual	\$ 135,640	\$ 142,422	\$ 149,544	\$ 157,021	\$ 164,872
92-U		Hourly	\$ 66.8420	\$ 70.1841	\$ 73.6933	\$ 77.3780	\$ 81.2469
		Bi-weekly	\$ 5,347	\$ 5,615	\$ 5,895	\$ 6,190	\$ 6,500
		Monthly	\$ 11,586	\$ 12,165	\$ 12,774	\$ 13,412	\$ 14,083
		Annual	\$ 139,031	\$ 145,983	\$ 153,282	\$ 160,946	\$ 168,994
93-U		Hourly	\$ 68.5131	\$ 71.9387	\$ 75.5357	\$ 79.3125	\$ 83.2781
		Bi-weekly	\$ 5,481	\$ 5,755	\$ 6,043	\$ 6,345	\$ 6,662
		Monthly	\$ 11,876	\$ 12,469	\$ 13,093	\$ 13,747	\$ 14,435
		Annual	\$ 142,507	\$ 149,633	\$ 157,114	\$ 164,970	\$ 173,218
94-U		Hourly	\$ 70.2259	\$ 73.7372	\$ 77.4241	\$ 81.2953	\$ 85.3600
		Bi-weekly	\$ 5,618	\$ 5,899	\$ 6,194	\$ 6,504	\$ 6,829
		Monthly	\$ 12,172	\$ 12,781	\$ 13,420	\$ 14,091	\$ 14,796
		Annual	\$ 146,070	\$ 153,373	\$ 161,042	\$ 169,094	\$ 177,549
CM-U	City Manager (FLSA Exempt)	Hourly					\$ 86.0512
		Bi-weekly					\$ 6,884
		Monthly					\$ 14,916
		Annual					\$ 178,987

# Salary Table

## Reedley Public Safety Association "RPOA"

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
36-P	Police Records Specialist	Hourly	\$ 16.6116	\$ 17.4422	\$ 18.3143	\$ 19.2300	\$ 20.1915
		Bi-weekly	\$ 1,329	\$ 1,395	\$ 1,465	\$ 1,538	\$ 1,615
		Monthly	\$ 2,879	\$ 3,023	\$ 3,174	\$ 3,333	\$ 3,500
		Annual	\$ 34,552	\$ 36,280	\$ 38,094	\$ 39,998	\$ 41,998
37-P	Community Services Officer Dispatcher I	Hourly	\$ 17.0272	\$ 17.8786	\$ 18.7725	\$ 19.7112	\$ 20.6967
		Bi-weekly	\$ 1,362	\$ 1,430	\$ 1,502	\$ 1,577	\$ 1,656
		Monthly	\$ 2,951	\$ 3,099	\$ 3,254	\$ 3,417	\$ 3,587
		Annual	\$ 35,417	\$ 37,187	\$ 39,047	\$ 40,999	\$ 43,049
41-P	Dispatcher II Senior Community Services Officer Animal Control Officer	Hourly	\$ 18.7943	\$ 19.7340	\$ 20.7207	\$ 21.7567	\$ 22.8445
		Bi-weekly	\$ 1,504	\$ 1,579	\$ 1,658	\$ 1,741	\$ 1,828
		Monthly	\$ 3,258	\$ 3,421	\$ 3,592	\$ 3,771	\$ 3,960
		Annual	\$ 39,092	\$ 41,047	\$ 43,099	\$ 45,254	\$ 47,517
46-P	Police Records & Com Supervisor	Hourly	\$ 21.2649	\$ 22.3281	\$ 23.4445	\$ 24.6167	\$ 25.8476
		Bi-weekly	\$ 1,701	\$ 1,786	\$ 1,876	\$ 1,969	\$ 2,068
		Monthly	\$ 3,686	\$ 3,870	\$ 4,064	\$ 4,267	\$ 4,480
		Annual	\$ 44,231	\$ 46,442	\$ 48,765	\$ 51,203	\$ 53,763
50-P	Police Officer	Hourly	\$ 23.8127	\$ 25.0033	\$ 26.2535	\$ 27.5662	\$ 28.9445
		Bi-weekly	\$ 1,905	\$ 2,000	\$ 2,100	\$ 2,205	\$ 2,316
		Monthly	\$ 4,128	\$ 4,334	\$ 4,551	\$ 4,778	\$ 5,017
		Annual	\$ 49,530	\$ 52,007	\$ 54,607	\$ 57,338	\$ 60,205
51-P	Police Corporal	Hourly	\$ 25.0184	\$ 26.2693	\$ 27.5828	\$ 28.9619	\$ 30.4100
		Bi-weekly	\$ 2,001	\$ 2,102	\$ 2,207	\$ 2,317	\$ 2,433
		Monthly	\$ 4,337	\$ 4,553	\$ 4,781	\$ 5,020	\$ 5,271
		Annual	\$ 52,038	\$ 54,640	\$ 57,372	\$ 60,241	\$ 63,253
57-P		Hourly	\$ 28.9957	\$ 30.4455	\$ 31.9678	\$ 33.5662	\$ 35.2445
		Bi-weekly	\$ 2,320	\$ 2,436	\$ 2,557	\$ 2,685	\$ 2,820
		Monthly	\$ 5,026	\$ 5,277	\$ 5,541	\$ 5,818	\$ 6,109
		Annual	\$ 60,311	\$ 63,327	\$ 66,493	\$ 69,818	\$ 73,309
58-P	Police Sergeant	Hourly	\$ 29.7207	\$ 31.2067	\$ 32.7671	\$ 34.4054	\$ 36.1257
		Bi-weekly	\$ 2,378	\$ 2,497	\$ 2,621	\$ 2,752	\$ 2,890
		Monthly	\$ 5,152	\$ 5,409	\$ 5,680	\$ 5,964	\$ 6,262
		Annual	\$ 61,819	\$ 64,910	\$ 68,156	\$ 71,563	\$ 75,141



# Salary Table

## General Services Unit

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
27-G	Transit Driver	Hourly	\$ 13.7389	\$ 14.4259	\$ 15.1472	\$ 15.9045	\$ 16.6998
	Building Maintenance Worker I	Bi-weekly	\$ 1,099	\$ 1,154	\$ 1,212	\$ 1,272	\$ 1,336
		Monthly	\$ 2,381	\$ 2,500	\$ 2,626	\$ 2,757	\$ 2,895
		Annual	\$ 28,577	\$ 30,006	\$ 31,506	\$ 33,081	\$ 34,736
30-G	Administrative Clerk	Hourly	\$ 14.7957	\$ 15.5355	\$ 16.3122	\$ 17.1278	\$ 17.9842
		Bi-weekly	\$ 1,184	\$ 1,243	\$ 1,305	\$ 1,370	\$ 1,439
		Monthly	\$ 2,565	\$ 2,693	\$ 2,827	\$ 2,969	\$ 3,117
		Annual	\$ 30,775	\$ 32,314	\$ 33,929	\$ 35,626	\$ 37,407
31-G	Parks Maintenance Worker I	Hourly	\$ 15.1654	\$ 15.9237	\$ 16.7198	\$ 17.5558	\$ 18.4336
		Bi-weekly	\$ 1,213	\$ 1,274	\$ 1,338	\$ 1,404	\$ 1,475
		Monthly	\$ 2,629	\$ 2,760	\$ 2,898	\$ 3,043	\$ 3,195
		Annual	\$ 31,544	\$ 33,121	\$ 34,777	\$ 36,516	\$ 38,342
33-G	Building Maintenance Worker II	Hourly	\$ 15.5452	\$ 16.3225	\$ 17.1386	\$ 17.9955	\$ 18.8953
		Bi-weekly	\$ 1,244	\$ 1,306	\$ 1,371	\$ 1,440	\$ 1,512
		Monthly	\$ 2,695	\$ 2,829	\$ 2,971	\$ 3,119	\$ 3,275
		Annual	\$ 32,334	\$ 33,951	\$ 35,648	\$ 37,431	\$ 39,302
34-G	Maintenance Worker I (Water, WWTP, Streets)	Hourly	\$ 15.9332	\$ 16.7298	\$ 17.5663	\$ 18.4446	\$ 19.3669
	Solid Waste Worker	Bi-weekly	\$ 1,275	\$ 1,338	\$ 1,405	\$ 1,476	\$ 1,549
	Water System Utility Worker	Monthly	\$ 2,762	\$ 2,900	\$ 3,045	\$ 3,197	\$ 3,357
	WWTP Maintenance Worker	Annual	\$ 33,141	\$ 34,798	\$ 36,538	\$ 38,365	\$ 40,283
36-G	Parks Maintenance Worker II	Hourly	\$ 16.7394	\$ 17.5764	\$ 18.4552	\$ 19.3780	\$ 20.3469
	WWTP Operator Trainee	Bi-weekly	\$ 1,339	\$ 1,406	\$ 1,476	\$ 1,550	\$ 1,628
		Monthly	\$ 2,902	\$ 3,047	\$ 3,199	\$ 3,359	\$ 3,527
		Annual	\$ 34,818	\$ 36,559	\$ 38,387	\$ 40,306	\$ 42,321
38-G	Maintenance Worker II	Hourly	\$ 17.5875	\$ 18.4669	\$ 19.3902	\$ 20.3597	\$ 21.3777
	Solid Waste Operator	Bi-weekly	\$ 1,407	\$ 1,477	\$ 1,551	\$ 1,629	\$ 1,710
	Street Sweeper Operator	Monthly	\$ 3,049	\$ 3,201	\$ 3,361	\$ 3,529	\$ 3,705
		Annual	\$ 36,582	\$ 38,411	\$ 40,332	\$ 42,348	\$ 44,466
40-G	Senior Parks Maintenance Worker	Hourly	\$ 18.4784	\$ 19.4023	\$ 20.3724	\$ 21.3910	\$ 22.4606
	Water Systems Specialist I	Bi-weekly	\$ 1,478	\$ 1,552	\$ 1,630	\$ 1,711	\$ 1,797
	WWTP Operator I	Monthly	\$ 3,203	\$ 3,363	\$ 3,531	\$ 3,708	\$ 3,893
	WWTP Operator-In-Training / Lab Tech Trainee	Annual	\$ 38,435	\$ 40,357	\$ 42,375	\$ 44,493	\$ 46,718

# Salary Table

## General Services Unit

RANGE	POSITION		STEP A	STEP B	STEP C	STEP D	STEP E
42-G	Senior Maintenance Worker	Hourly	\$ 19.4130	\$ 20.3836	\$ 21.4028	\$ 22.4730	\$ 23.5966
	Senior Building Maintenance Worker	Bi-weekly	\$ 1,553	\$ 1,631	\$ 1,712	\$ 1,798	\$ 1,888
	Sewer Collection System Maintenance Worker	Monthly	\$ 3,365	\$ 3,533	\$ 3,710	\$ 3,895	\$ 4,090
	Solid Waste Crew Leader	Annual	\$ 40,379	\$ 42,398	\$ 44,518	\$ 46,744	\$ 49,081
44-G	Water Systems Specialist II	Hourly	\$ 20.3962	\$ 21.4160	\$ 22.4868	\$ 23.6111	\$ 24.7917
	WWTP Operator II	Bi-weekly	\$ 1,632	\$ 1,713	\$ 1,799	\$ 1,889	\$ 1,983
	WWTP Operator / Lab Tech	Monthly	\$ 3,535	\$ 3,712	\$ 3,898	\$ 4,093	\$ 4,297
		Annual	\$ 42,424	\$ 44,545	\$ 46,772	\$ 49,111	\$ 51,567
45-G	Equipment Mechanic	Hourly	\$ 20.9058	\$ 21.9511	\$ 23.0486	\$ 24.2010	\$ 25.4111
		Bi-weekly	\$ 1,672	\$ 1,756	\$ 1,844	\$ 1,936	\$ 2,033
		Monthly	\$ 3,624	\$ 3,805	\$ 3,995	\$ 4,195	\$ 4,405
		Annual	\$ 43,484	\$ 45,658	\$ 47,941	\$ 50,338	\$ 52,855
46-G	Environmental Compliance Officer	Hourly	\$ 21.4288	\$ 22.5003	\$ 23.6253	\$ 24.8066	\$ 26.0469
		Bi-weekly	\$ 1,714	\$ 1,800	\$ 1,890	\$ 1,985	\$ 2,084
		Monthly	\$ 3,714	\$ 3,900	\$ 4,095	\$ 4,300	\$ 4,515
		Annual	\$ 44,572	\$ 46,801	\$ 49,141	\$ 51,598	\$ 54,178
48-G	Senior Water System Specialist	Hourly	\$ 22.5130	\$ 23.6386	\$ 24.8206	\$ 26.0616	\$ 27.3647
	WWTP Operator II / Senior Lab Tech	Bi-weekly	\$ 1,801	\$ 1,891	\$ 1,986	\$ 2,085	\$ 2,189
	WWTP Operator III	Monthly	\$ 3,902	\$ 4,097	\$ 4,302	\$ 4,517	\$ 4,743
		Annual	\$ 46,827	\$ 49,168	\$ 51,627	\$ 54,208	\$ 56,919
49-G	Heavy Equipment Mechanic	Hourly	\$ 23.0758	\$ 24.2296	\$ 25.4411	\$ 26.7131	\$ 28.0488
		Bi-weekly	\$ 1,846	\$ 1,938	\$ 2,035	\$ 2,137	\$ 2,244
		Monthly	\$ 4,000	\$ 4,200	\$ 4,410	\$ 4,630	\$ 4,862
		Annual	\$ 47,998	\$ 50,398	\$ 52,917	\$ 55,563	\$ 58,341
50-G	Senior Lab Analyst / Environmental Compliance Officer	Hourly	\$ 23.6538	\$ 24.8365	\$ 26.0784	\$ 27.3823	\$ 28.7514
	Senior Environmental Compliance Officer	Bi-weekly	\$ 1,892	\$ 1,987	\$ 2,086	\$ 2,191	\$ 2,300
		Monthly	\$ 4,100	\$ 4,305	\$ 4,520	\$ 4,746	\$ 4,984
		Annual	\$ 49,200	\$ 51,660	\$ 54,243	\$ 56,955	\$ 59,803
52-G	Public Works Inspector	Hourly	\$ 24.8510	\$ 26.0935	\$ 27.3982	\$ 28.7681	\$ 30.2065
	Electrician	Bi-weekly	\$ 1,988	\$ 2,087	\$ 2,192	\$ 2,301	\$ 2,417
		Monthly	\$ 4,308	\$ 4,523	\$ 4,749	\$ 4,986	\$ 5,236
		Annual	\$ 51,690	\$ 54,275	\$ 56,988	\$ 59,838	\$ 62,830

# Salary Table

## Part-Time Employees

DEPT	POSITION	PAY FREQUENCY ~ PAY RANGE ~ SPECIAL TERMS			
Council	Councilmember	Monthly			\$ 150.00
CSD	Aquatics Cashier	Hourly	\$ 12.00	Range Depending Upon Qualifications	\$ 14.00
CSD	Aquatics Lifeguard Enrichment Recreation Leader Youth Sports Umpire / Referee Youth Sports Scorekeeper Adult Sports Scorekeeper Youth or Adult Sports Field / Court Monitor Tiny Tots Recreation Leader River Cashier	Hourly	\$ 12.00	Range Depending Upon Qualifications	\$ 15.00
CSD	Preschool Teachers Aide Community Center Event Coordinator	Hourly	\$ 13.00	Range Depending Upon Qualifications	\$ 15.00
CSD	Aquatics Lead Guard	Hourly	\$ 12.50	Range Depending Upon Qualifications	\$ 15.00
CSD	Aquatics Senior Guard Aquatics Manager	Hourly	\$ 12.50	Range Depending Upon Qualifications	\$ 15.00
CSD	After School Recreation Leader Enrichment Site Coordinator	Hourly	\$ 13.00	Range Depending Upon Qualifications	\$ 15.00
CSD	Transit Driver	Hourly	\$ 13.00	Range Depending Upon Qualifications	\$ 17.00
CSD	Recreation Assistant	Hourly	\$ 13.00	Range Depending Upon Qualification	\$ 17.00
CSD	After School Assistant Site Coordinator After School Literacy Coordinator Preschool Teacher	Hourly	\$ 14.00	Range Depending Upon Qualifications	\$ 17.00
CSD	After School Site Coordinator	Hourly	\$ 18.00	Range Depending Upon Qualifications	\$ 25.00
CSD	Adult Sports Umpire / Referees (Paid Per Game)	Hourly	\$ 20.00	Range Depending Upon Qualification	\$ 30.00
CSD	Program Instructor (I.e. Tumbling Instructor, Dance Instructor, etc.)	Program		70% of Program Revenue	
Police	Reserve Community Service Officer	Hourly			\$ 13.00
Police	Reserve Officer Trainee	Hourly			\$ 13.00

## Salary Table Part-Time Employees

DEPT	POSITION	PAY FREQUENCY ~ PAY RANGE ~ SPECIAL TERMS	
Police	Reserve Officer - Level 1	Hourly	\$ 15.00
Police	Reserve Dispatcher I	Hourly	\$ 15.00
Police	Reserve Dispatcher II	Hourly	\$ 20.00
Police	Contract Reserve Officer (40 hours per week)	Hourly * Ties to 50-P for Police Officer for RPOA Schedule	\$ 23.58
All Dept's	Office Assistant	Hourly \$ 13.00 Range Depending Upon Qualifications	\$ 17.00
All Dept's	Laborer	Hourly \$ 13.00 Range Depending Upon Qualification	\$ 17.00
Public Works	Mechanic Assistant	Hourly \$ 13.00 Range Depending Upon Qualification	\$ 17.00
Public Works	Equipment Operator	Hourly \$ 16.00 Range Depending Upon Qualification	\$ 22.00
Fire	Assistant Life Safety / Code Officer	Hourly \$ 15.00 Range Depending Upon Qualification	\$ 20.00
All Dept's	CalPERS Retired Annuitants (TBD by Job Duties)	Hourly \$ 13.00 Range Depending Upon Qualifications	\$ 25.00



## RESOLUTION NO. 2019-056

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING A BENEFIT SCHEDULE FOR UNREPRESENTED EMPLOYEES

WHEREAS, Section 36506 of the Government Code of the State of California provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

WHEREAS, the City Council has heretofore by Resolution established salary and benefit schedules for management, and all other unrepresented employees of the City ("Unrepresented Group").

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

#### ARTICLE 1:

##### SECTION 1:

The Master Salary Table is adopted by separate resolution which includes the salaries and ranges for the Unrepresented Group. The salaries or rates of compensation are fixed on the basis of full-time service and full-time positions, unless otherwise designated.

##### SECTION 2:

#### 1. Vacation

Beginning on the effective date of this Resolution, employees who have reached the maximum accrued vacation amount of 240 hours shall not accrue additional vacation until the vacation leave accrual falls below the maximum amount.

#### 2. Bilingual Pay

The sum of \$70.00 per month shall be paid to those employees who demonstrate their ability to speak a language beneficial to the City business as approved by the City Manager. The sum of \$85.00 per month shall be paid to those employees who demonstrate their ability to speak, read and write in a language beneficial to the City business as approved by the City Manager and/or his/her designee.

#### 3. Notary Pay

Employees who are commissioned by the State of California as a Notary Public may receive a 1.0% of base pay incentive if need of their commission is beneficial to City business as approved by the City Manager.

#### 4. Certification Pay

Employees who maintain an active status as a Certified Public Accountant (CPA) or Certified Public Finance Officer (CPFO) designation may receive a 3.0% of base pay incentive if their certification is beneficial to City business as approved by the City Manager.

5. Cell Phone Stipend

On approval of the City Manager, employees with duties that require the use of a cell phone may receive a monthly stipend rather than a City-provided device so that a single device may be used for both personal and business purposes. Employees with duties that generally only require use of voice (call) and text features may receive a \$30.00 monthly stipend; whereas employees whose duties also require access to e-mail, calendar and data applications may receive a \$75.00 monthly stipend. The stipend will be considered taxable income to the employee. Employees receiving the stipend must comply with all applicable laws pertaining to the Public Records Act.

6. Safety Boots

On approval of the City Manager, employees whose positions require a majority of their time to be spent working where safety is a concern or direct supervision of employees in the General Services Unit (GSU), may receive a reimbursement for the purchase of safety boots up to the amount as set forth in the current GSU Memorandum of Understanding. Reimbursements are made upon request and shall not occur more than once per fiscal year.

7. Uniform Allowance

Public safety employees covered by this resolution shall receive a uniform allowance of \$1,000 per year, payable in equal pay period installments.

SECTION 3: Benefit Schedule for Management Employees

1. Management Group Designation by Job Title

a. Executive Management\*

Assistant City Manager  
Finance & Administrative Services Director  
Chief of Police  
City Clerk / Executive Assistant to the City Manager  
City Engineer (Department Head)  
Community Development Director  
Community Services Director  
Fire Chief  
Public Works Director

The Executive Management positions are FLSA Overtime Exempt, at-will department heads appointed by the City Manager and are part of the Unclassified Service as provided in the Personnel Policies and Procedures.

b. Mid-Management \*

Accounting Manager  
Accountant  
Assistant Planner

Assistant Engineer  
 Associate Planner  
 Battalion Chief  
 Building Official  
 Capital Projects / Airport Manager  
 City Engineer (Division Head)  
 City Planner  
 Executive Assistant / Deputy City Clerk  
 Facilities Coordinator  
 Management Analyst  
 Police Lieutenant  
 Public Works Manager  
 Recreation Coordinator  
 Roads and Grounds Supervisor  
 Senior Citizen Coordinator  
 Senior Human Resources Analyst  
 Senior Management Analyst  
 Solid Waste Supervisor  
 Water System Supervisor  
 Wastewater System Supervisor

\*The titles above do not reflect filled, vacant or frozen status.

\*\* Except as otherwise indicated, these positions are FLSA Overtime Exempt positions

## 2. Benefit Schedule for Management Employees

### a. Executive Management

#### 1) Leave

a) Administrative – 10 days/fiscal year; cannot be accumulated or carried over from fiscal year-to-year. Administrative Leave for new hires shall be prorated based on full quarters left in the fiscal year. Upon receiving a positive annual performance evaluation, Executive Management staff may receive up to three additional days at City Manager's discretion.

b) Vacation – Accrual of vacation time based upon:

- 12 days/year for the first two years
- 13 days/year beginning with the 3<sup>rd</sup> year
- 14 days/year beginning with the 4<sup>th</sup> year
- 15 days/year beginning with the 5<sup>th</sup> year
- 16 days/year beginning with the 6<sup>th</sup> year
- 17 days/year beginning with the 7<sup>th</sup> year
- 18 days/year beginning with the 8<sup>th</sup> year
- 19 days/year beginning with the 9<sup>th</sup> year
- 20 days/year beginning with the 10<sup>th</sup> year

At the City Manager's discretion, vacation accrual for Executive Management positions may include credit for prior public agency service.

- c) Vacation Buy-back – The City encourages employees to use earned vacation time. However, circumstances may arise in which an employee does not use accrued vacation time. Employees may have up to forty (40) hours of accrued vacation time bought back by the City during each fiscal year. To be eligible for vacation buy-back, an employee must have an accrued vacation balance of at least 120 hours after the buy-back. Any employee choosing to participate in this benefit shall provide the City with at least 14 days advance written notice.
- d) Sick – Accrual of sick leave time at the rate of 12 days/year.
- e) Funeral – Three days paid leave/year as approved by the City Manager.
- f) Holidays
  - New Year's Day
  - Martin Luther King, Jr. Day
  - Washington's Birthday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Friday after Thanksgiving
  - Christmas Eve
  - Christmas Day
  - Floating Holiday (must be used annually on a fiscal basis by June 30<sup>th</sup> or lost)
  - Admission Day Floating Holiday cannot be accumulated or carried over from calendar year-to-year.

Paid holidays falling on a Saturday shall be observed on the preceding Friday. Paid holidays falling on a Sunday shall be observed on the following Monday.

- g) Vehicle Allowance –
  - i. \$200.00 per month in lieu of a take-home City vehicle. Per IRS regulation, the allowance will be considered taxable income to the employee, and is at the discretion of the City Manager.
  - ii. The Assistant City Manager shall receive a vehicle allowance in accordance with the amount the City Manager receives in lieu of a take-home vehicle.
  - iii. Effective January 1, 2018, all eligible employees shall receive an additional \$50.00 per month vehicle allowance to offset the fiscal impact of fuel excise tax and vehicle registration fee increases as a result of (SB) 1 Road Repair and Accountability Act of 2017. In the event the legislation is repealed, this additional amount will discontinue concurrent with the effective date of the legislation.



2) Health and Welfare

- a) Medical – City shall maintain medical coverage and shall pay the average of the two lowest premium plans of the employee and qualified dependent care premiums. The amount of the medical plan premium that exceeds the City's maximum contribution amount shall be the responsibility of the employee to pay through payroll deductions.
- b) Dental – City shall provide and maintain current dental coverage and benefits through an authorized provider. City will pay 100% of premium for employees & dependents.
- c) Vision – City shall provide and maintain current vision coverage through an authorized provider. City will pay 100% of premium for employees & dependents.
- d) Life (\$50,000) – 100% of premium paid by City.
- e) Long-Term Disability – 100% of premium paid by City.
- f) Unemployment – In accordance with State law.
- g) Worker's Compensation – In accordance with State law.
- h) Cash-In-Lieu of Benefits Option  
Employees may voluntarily enroll in the Cash-In-Lieu of Benefits program if they have alternative medical, dental, or vision coverage not provided by the City. The program will run from January 1st to December 31<sup>st</sup> annually. Employees will receive monthly in-lieu payments as taxable income and reflected in withholding contributions on their paycheck. Employees may be eligible to re-enroll in City benefit plans only during the Open Enrollment period or within 30 days of: Family Unit change due to marriage, birth, or adoption; Loss of other coverage; Court or administrative order; Reemployment after Military service. Cash-in-Lieu amounts will be set at \$300.00 per month for medical, \$40.00 per month for dental, and \$10.00 per month for vision coverage. Employees must re-enroll and show proof of alternative coverage annually.

3) Retirement

- a) Social Security – In accordance with Federal law. City shall only pay 100% of the employer contribution. The employee contribution shall be deducted from the employee's paycheck.
- b) PERS – AB 340 created the Public Employees' Pension Reform Act (PEPRA) that implemented new benefit formulas and final compensation period, as well as new contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of new member as per PEPRA. Employees defined as

'Classic members' shall continue to have a 2.0% @ Age 55 miscellaneous and 3% @ 55 for safety group employees tier retirement packages with the California Public Employees Retirement System (CalPERS). Classic members are defined by CalPERS as having been a member of CalPERS or a reciprocal system prior to January 1, 2013. Effective January 1, 2015, 'Classic' members shall pay 100% of the 'employee' member-paid pension contribution rate as a percentage of payroll, as set by CalPERS.

New members shall have a 2.0% @ Age 62 miscellaneous tier retirement package with CalPERS, shall have a 3 year final compensation period, and shall be responsible for payment of their member contribution rate as a percentage of payroll. The initial member percentage of 6.25% of reportable compensation is currently set by the actuarial assumptions used in the Actuarial Cost Analysis of AB 340, and may change over time if the total normal cost for new members fluctuates by more than one (1) percent over the estimated initial normal cost rate of 12.5% of payroll. (The employer contribution rate has also been initially set at 6.25% of reportable compensation.)

CalPERS will review the member rate once a year when the actuarial valuation of the City's plan is performed. Should CalPERS revise the member contribution at any time, the City shall comply with law by adjusting contribution rates of new members. All new member contributions shall be deducted on a pre-tax basis in accordance with applicable laws and regulations.

4) Annual Stipend

- a) In lieu of a cost of living adjustment to salaries for FY 2019-2020, employees shall receive a non-pensionable cash payment stipend equivalent to 2.0% of base salary, payable in two equal installments in July and January.

b. Mid-Management

- 1) Leave – Same benefits as those listed above for Executive Management, with the exception of:
  - a) Mid-Management FLSA Exempt Employees – Administrative Leave, five days/fiscal year; cannot be accumulated or carried over from fiscal year-to-year. Administrative Leave for new hires shall be prorated based on full quarters left in the fiscal year. Upon receiving a positive annual performance evaluation, Mid-Management staff may receive up to two additional days at supervisor's recommendation to the City Manager, who shall have final approval authority.
- 2) Health and Welfare – Same benefits as those listed above for Executive Management.

- 3) Retirement – Same benefits as those listed above for Executive Management.
- 4) Monthly Vehicle Allowance is not available at this time.

SECTION 4: All Other Unrepresented Employees \*

1. All Other Unrepresented Employees Designation by Job Title

Accounting Technician I  
Accounting Technician II  
Administrative Assistant  
Building Inspector II  
Building Permit Technician  
CAD Technician  
Engineering Assistant  
Engineering Technician  
Executive Assistant  
Human Resources Technician  
Senior Building Inspector  
Senior Engineering Assistant (FLSA Overtime Exempt)  
Staff Assistant

\* These positions are FLSA Overtime Non-Exempt positions unless specifically designated as FLSA Overtime Exempt.

2. Benefit Schedule for All Other Unrepresented Employees

a. Leave – Same benefits as those listed above for Executive Management, except as follows:

- 1) All Other Unrepresented Employees (FLSA Overtime Exempt) – Administrative Leave, 5 days/fiscal year; cannot be accumulated or carried over from fiscal year-to-year. Administrative Leave for new hires shall be prorated based on full quarters left in the fiscal year. Unrepresented employees in this category, upon receiving a positive annual performance evaluation, may receive up to one additional day of Administrative Leave at supervisor's recommendation to the City Manager, who shall have final approval authority.
- 2) All Other Unrepresented Employees (FLSA Overtime Non-Exempt) - No Administrative Leave, except that upon receiving a positive annual performance evaluation, employees in this category may receive up to one day of Administrative Leave at supervisor's recommendation to the City Manager, who shall have final approval authority.
- 3) All Other Unrepresented Employees (FLSA Overtime Non-Exempt) - Accrual of Comp Time, capped at 80 hours, or Overtime pay at 1.5 times the hourly rate for time worked in excess of a 40-hour workweek.

b. Health and Welfare – Same benefits as those listed above for Executive Management.

- c. Retirement – Same benefits as those listed above for Executive Management.
- d. Monthly Vehicle Allowance is not available at this time.
- e. Life Safety/Code Officer Uniform Allowance: Annual rate of \$1,000 per year, payable in equal pay period installments.

**ARTICLE 2:** The salary and benefits outlined herein shall remain in effect unless modified or repealed by resolution. All prior resolutions concerning compensation or benefits for the Unrepresented Group which are in conflict herewith are hereby repealed.

**ARTICLE 3:** This Resolution shall be effective July 1, 2019, and the salary and benefits approved herein shall be effective for all covered employees who are active as of the day this effective date of this Resolution.

This foregoing Resolution was duly passed, approved, and adopted this 11<sup>th</sup> day of June, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

\_\_\_\_\_  
Frank Piñon, Mayor

ATTEST:

\_\_\_\_\_  
Sylvia Plata, City Clerk



**RESOLUTION NO. 2019-057**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF REEDLEY  
REAMORTIZING A LOAN FROM THE GENERAL FUND RESERVE TO THE  
REEDLEY AIRPORT FUND**

**WHEREAS**, in prior years the General Fund has loaned money at a 5.00% interest rate to the Airport Fund by Resolutions 2003-088 and 2005-113 for the construction of a 12-unit hangar building; and

**WHEREAS**, in 2011, the Reedley Redevelopment Agency had idle funds to invest and refinanced the remaining note of \$390,927.84 at a 3.50% interest rate by Resolution 2011-024; and

**WHEREAS**, in 2013, as part of the dissolution process of the Reedley Redevelopment Agency, the City had an adequate cash balance in the General Fund Reserve to refinance the remaining note of \$353,052 at a 1.50% interest rate by Resolution 2013-046; and

**WHEREAS**, reamortization of the existing loan to lengthen the repayment term is necessary to secure local match funding required to match available State and Federal grants for critical projects identified in the Reedley Municipal Airport Capital Improvement Plan; and

**WHEREAS**, the City of Reedley General Fund Reserve, with an anticipated balance of \$1,890,530 as of June 30, 2019 has an adequate cash balance to refinance this note.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Reedley that the remaining amount of the Airport loan as of June 30, 2019 of \$225,283.51 shall be reamortized by the General Fund Reserve at 1.50% interest rate to be repaid in 16 annual payments per the attached amortization schedule, Exhibit A, and shall commence July 2019, and end July 2034.

The foregoing Resolution was duly passed, approved, and adopted by the Reedley City Council on the 11<sup>th</sup> day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Frank Piñon, Mayor

ATTEST:

\_\_\_\_\_  
Sylvia Plata, City Clerk

## PROPOSED AIRPORT LOAN

Compound Period ..... : Annual

Nominal Annual Rate .... : 1.500 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	07/01/2019	225,283.51	1		
2 Payment	07/01/2019	15,706.61	16	Annual	07/01/2034
3 Payment	07/01/2035	0.00	1		

## AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 07/01/2019				225,283.51
1 07/01/2019	15,706.61	0.00	15,706.61	209,576.90
2019 Totals	15,706.61	0.00	15,706.61	
2 07/01/2020	15,706.61	3,143.65	12,562.96	197,013.94
2020 Totals	15,706.61	3,143.65	12,562.96	
3 07/01/2021	15,706.61	2,955.21	12,751.40	184,262.54
2021 Totals	15,706.61	2,955.21	12,751.40	
4 07/01/2022	15,706.61	2,763.94	12,942.67	171,319.87
2022 Totals	15,706.61	2,763.94	12,942.67	
5 07/01/2023	15,706.61	2,569.80	13,136.81	158,183.06
2023 Totals	15,706.61	2,569.80	13,136.81	
6 07/01/2024	15,706.61	2,372.75	13,333.86	144,849.20
2024 Totals	15,706.61	2,372.75	13,333.86	
7 07/01/2025	15,706.61	2,172.74	13,533.87	131,315.33
2025 Totals	15,706.61	2,172.74	13,533.87	
8 07/01/2026	15,706.61	1,969.73	13,736.88	117,578.45
2026 Totals	15,706.61	1,969.73	13,736.88	
9 07/01/2027	15,706.61	1,763.68	13,942.93	103,635.52
2027 Totals	15,706.61	1,763.68	13,942.93	
10 07/01/2028	15,706.61	1,554.53	14,152.08	89,483.44
2028 Totals	15,706.61	1,554.53	14,152.08	
11 07/01/2029	15,706.61	1,342.25	14,364.36	75,119.08
2029 Totals	15,706.61	1,342.25	14,364.36	
12 07/01/2030	15,706.61	1,126.79	14,579.82	60,539.26

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**PROPOSED AIRPORT LOAN**


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Date	Payment	Interest	Principal	Balance
2030 Totals	15,706.61	1,126.79	14,579.82	
13 07/01/2031	15,706.61	908.09	14,798.52	45,740.74
2031 Totals	15,706.61	908.09	14,798.52	
14 07/01/2032	15,706.61	686.11	15,020.50	30,720.24
2032 Totals	15,706.61	686.11	15,020.50	
15 07/01/2033	15,706.61	460.80	15,245.81	15,474.43
2033 Totals	15,706.61	460.80	15,245.81	
16 07/01/2034	15,706.61	232.12	15,474.49	0.06-
2034 Totals	15,706.61	232.12	15,474.49	
17 07/01/2035	0.00	0.06	0.06-	0.00
2035 Totals	0.00	0.06	0.06-	
Grand Totals	251,305.76	26,022.25	225,283.51	



**AGREEMENT FOR  
PROFESSIONAL LEGAL SERVICES  
AS CITY ATTORNEY**

THIS AGREEMENT is made and entered into as of July 1, 2019 between the CITY OF REEDLEY, a municipal corporation (hereinafter referred to as "City") and LOZANO SMITH, a limited liability partnership (hereinafter referred to as "Attorney"). The term "City" shall also include all boards, commissions, and other bodies of the City.

**1. SCOPE OF WORK AND DUTIES**

The City Council appoints Scott G. Cross as City Attorney and hires Lozano Smith as its City Attorney to render such legal services as are customarily rendered by a City Attorney, including attending meetings of the City Council, and other commissions, boards, and committees of the City, and its affiliated agencies, as directed by the City. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and City agreements, and consulting with or advising City staff on legal issues that arise within their areas of operation, and generally advising the City Council and City staff concerning the legal affairs of the City.

Attorney, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, tort defense, labor representation, criminal prosecution, redevelopment dissolution, land use, finance, franchising, contract representation and other matters, except where conflicts exist or where the City Council may otherwise direct. Attorney shall represent the City in initiating and defending all litigation unless otherwise directed by the City Council.

All of these duties shall be performed, as directed by the City Council, and Attorney will keep the City Council and the City Manager informed as to the progress and status of all pending matters. All legal services can be authorized only by the City Council or the City Manager.

Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of City.

The scope of work and duties under this Agreement shall not include representation of the City as Bond Counsel. In the event City desires that Attorney act as Bond Counsel, and Attorney so agrees, City and Attorney shall enter into a separate Bond Counsel Agreement setting forth Attorney's duties and compensation for such Bond Counsel services. City and Attorney may agree that such compensation shall be on a contingent fee basis.



## 2. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Attorney to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to pay in a timely manner for Attorney's bills for fees, costs, and expenses.

## 3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

City shall compensate Attorney for legal services provided within the scope of work and duties as follows:

- From July 1, 2019 through June 30, 2020, City shall pay to Attorney \$185.00 per hour for attorney services, exclusive of attendance at regular City Council meetings; and \$100 per hour for law clerk and paralegal services. For attendance at regular City Council meetings from July 1, 2019 through June 30, 2020, City shall pay Attorney at the rate of \$600.00 per meeting.
- Beginning July 1, 2020, City shall pay to Attorney \$195.00 per hour for attorney services, exclusive of attendance at regular City Council meetings; and \$105 per hour for law clerk and paralegal services. For attendance at regular City Council meetings beginning July 1, 2020, City shall pay Attorney at the rate of \$625.00 per meeting.

In addition to paying legal fees, City shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney in the course of providing legal services to City. Costs will include, but are not limited to, all third party expenses, mileage for travel, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees.

Attorney shall render to City a statement for fees for services and costs incurred every calendar month. City shall pay Attorney's statement within thirty (30) days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

The City Attorney will exercise discretion to use whichever attorneys, paralegals and staff that he determines best suited to the rendering of legal services in a competent and economically efficient manner.

## 4. THIRD PARTY COSTS AND EXPENSES

Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance City Manager approval and proper documentation, City shall pay directly or reimburse Attorney for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

## 5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (1) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing the City; (2) that Attorney will refrain from initiating any legal action against City (or their respective officers, agents and employees in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (3) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing City pursuant to this Agreement.

## 6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless against all claims, demands and causes of action by Attorney's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent acts or omissions of Attorney, Attorney's agents, employees or subcontractors.

## 7. INSURANCE

Attorney shall procure and maintain, at his sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Attorney's negligent acts or omissions arising out of or related to Attorney's performance under this Agreement. The minimum amount of such insurance shall be \$1,000,000. Attorney shall also carry Workers' Compensation Insurance in accordance with applicable laws of the State of California. Such coverage shall be maintained in effect during the term of this Agreement and shall not be subject to reduction in coverage below the limits established, nor shall the insurance be canceled or terminated without thirty (30) days, prior written notice to the City. A certificate evidencing the foregoing, and naming the City as an additional insured, shall be delivered to and approved by the City prior to commencement of services pursuant to this Agreement.

## 8. TERM, DISCHARGE, AND WITHDRAWAL

This Agreement shall continue in effect until terminated by discharge or withdrawal. City may discharge Attorney at any time. Attorney may withdraw from City's representation at any time, to the extent permitted by law, and the rules of Professional Conduct, upon at least thirty (30) days written notice. Upon notice of discharge or withdrawal, Attorney shall deliver all documents and records of the City to the City and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

9. NOTICE

Any notice required by law or by this Agreement shall be deemed delivered upon personal delivery or when deposited in the United States Mail, postage prepaid, and addressed as described below or to any subsequently noticed change or address, whichever applies:

City Council  
CITY OF REEDLEY  
1717 9th Street  
Reedley, CA 93654

Scott G. Cross  
LOZANO SMITH  
7404 North Spalding Avenue  
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective July 1, 2019.

11. ASSIGNMENT

This Agreement shall not be assigned by Attorney without prior written consent of the City.

12. CONSENT TO ELECTRONIC COMMUNICATIONS

In order to maximize efficiency, Attorney intends to use technology to facilitate its representation of City. Such technology may include, but is not limited to, email, document transfers by computer, cellular telephones, and use of mobile computing devices. The use of such technology may place City confidences and privileges at risk. While Attorney has reasonable safeguards in place to guard against any breach of confidentiality, Attorney cannot guarantee that such information will not be accessed by persons not entitled to access such information and there is a risk of accidental disclosure. Knowing the foregoing, City nevertheless consents to the use of technology.

13. SUPERSESSION

This Agreement supersedes any and all prior agreements or amendments thereto entered into for City Attorney services between City and Attorney.

**CITY**

CITY OF REEDLEY

By: \_\_\_\_\_  
Frank Piñon, Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sylvia Plata, City Clerk

Date: \_\_\_\_\_

**ATTORNEY**

LOZANO SMITH

By: Karen M. Rezendes  
Karen M. Rezendes, Managing Partner

Date: May 30, 2019

Item # 11

Minutes  
**COMMUNITY SERVICES COMMISSION**  
**Thursday, March 28, 2019**

A regular meeting of the Community Services Commission was called to order at 4:30 p.m. by Stephen Penner, Chairperson, in the Sierra Room at the Reedley Community Center, 100 N. East Avenue, Reedley, CA 93654.

1. **ROLL CALL AND INTRODUCTION OF GUESTS**
  - A. Commissioners Present: Stephen Penner, Chairperson; Tom Brandt; Jean Clemons; Shirley Ito; Angelina Rodriguez; Don Zavala.
  - B. Commissioners Absent: Excused – Maria Rodriguez.
  - C. Youth Representatives: Present – Asami Nelson Absent – Estrella Vargas.
  - D. Staff Present: Sarah Reid, Community Services Director; Denise Phariss, Administrative Assistant; Madison Leighty, Recreation Coordinator; Elizabeth Amaya, Office Assistant.
  - E. Others Present: Carl Smith, outgoing Commissioner, Carol Ann Smith, Guadalupe Martinez, outgoing Commission; Jennifer Gallegos & Ivan Maldonado with Youth Leadership Institute.
2. **OATH OF OFFICE FOR NEW COMMISSIONERS**

Acting City Clerk, Ruthie Greenwood administered the Oaths of Office to the newly appointed commissioners – Shirley Ito, Angelina Rodriguez, and Tom Brandt.
3. **APPROVAL OF MINUTES**

It was moved by Commissioner Brandt, seconded by Commissioner Clemons, that the minutes of October 25, 2018 be approved. The motion carried.
4. **PUBLIC DISCUSSION – None.**
5. **ORAL AND WRITTEN COMMUNICATIONS**
  - A. Airport Barbecue – Sarah Reid informed the Commission about the upcoming Airport Barbecue on Saturday, May 11, 2019 at the Reedley Municipal Airport. Commissioners were encouraged to help volunteer at the event.
  - B. Reedley Sports Park Master Plan – Staff applied for a grant to fund the construction of Phase 2 of the Sports Park and is currently waiting to hear if a site visit will be granted.
6. **NEW BUSINESS**
  - A. **Recognition of Outgoing Commissioners Carl Smith, Edgar Baltazar and Guadalupe Martinez** – Edgar Baltazar was unable to attend the meeting. It was announced that both Carl Smith and Guadalupe Martinez were appointed in March 2017 when this Commission was created. Carl had previously served on the Commission on Aging prior to its merging into this Commission. Each were presented with a Certificate thanking



Minutes  
**COMMUNITY SERVICES COMMISSION**  
**Thursday, March 28, 2019**

them for their service.

- B. Part time Employee Recognition** – Every year the California Parks and Recreation Society (CPRS) holds a banquet to recognize outstanding employees and organizations. This year's event was canceled due to low numbers, but Reid wished to still recognize Reedley's part time employee of the year. Elizabeth Amaya was selected. She has worked in After School, Adult Sports, River Collection, Youth Sports, Special Events, and the Community Services office. Due to her versatility, she was chosen to receive this award. She was presented with a plaque to recognize this achievement.
- C. Election of Officers** – Each year the Commission elects a Chair and Vice Chair. Motion made by Commissioner Clemons, seconded by Commissioner Brandt to appoint Commissioner Penner as Chairperson. Motion carried. Motion made by Commissioner Clemons and seconded by Commissioner Ito to appoint Commissioner Brandt as Vice Chairperson. Motion carried.
- D. Formation of Youth Committee** (listed incorrectly on Agenda as Commission) – For the last 10 years or so, staff has discussed the formation of a Youth Committee. However, staffing levels during that time, prevented it. With the addition of the second Recreation Coordinator, it was felt that this is the time to pursue development of a Youth Committee. Staff admits that there is a disconnect with the teen age group. Many activities and sports are offered for children through age 13, but nothing beyond that. Staff envisions no more than 15-20 members. This will include all high schools in Reedley – Reedley High, Immanuel, Reedley Middle College and alternative schools. This will be a good opportunity for students to develop leadership and social skills. Students could serve their freshman through senior years. Youth Leadership Institute (YLI) representatives Jennifer Gallegos and Ivan Maldonado talked about their involvement and success with Reedley Middle College High School. Staff hopes to have this Committee in place by the start of the next school year. Reid will meet with Kings Canyon Unified (KCUSD) staff to be able to attend their club rush. Staff contacted Kerman to ask and was provided with information about teen activities they offer (overnight events, games, etc.) The Commission expressed its support to pursue the development of a Youth Committee.
- E. Recommended changes to Youth Representative Responsibilities** – With the addition of the Youth Committee, some changes were necessary to the Youth Representative Guidelines. The following obligations were added:
- The Youth Rep will attend monthly meetings with the Youth Committee.
  - Serve on the Youth Committee and report back to the Community Services Commission.
  - Assist with recruitment of Youth Committee members

Minutes  
**COMMUNITY SERVICES COMMISSION**  
**Thursday, March 28, 2019**

- Plan at least one youth event with the Youth Committee.
- Motion by Commissioner Brandt, seconded by Commissioner Ito to accept the changes to the Youth Rep Guidelines. Motion carried.

**7. YOUTH REPRESENTATIVES REPORTS**

- A. Asami Nelson – Reported that she is a member of the Student Peace Club at Reedley High School and was able to recruit 5-6 volunteers for the Easter Egg Carnival.
- B. Estrella Vargas – Not present.

**8. STAFF REPORTS**

- A. Sarah Reid, Community Services Director
- 1) Budget Update – The department's 2019-20 Fiscal Year Budget was turned in, Reid met with City Manager and now it is under review. It will be presented to City Council at either their May 21<sup>st</sup> or June 4<sup>th</sup> meeting. Commissioners will be notified once the date is determined and were encouraged to attend.
  - 2) Commissioner Orientation – Reid wants to meet with the Commission to go over the history of projects, Commissioner obligations, department divisions, etc. at a workshop on April 25, 2019 from 4:30 – 6:30 p.m. Dinner will be provided. Reid encouraged Commissioners to email questions in advance to allow for research prior to the workshop.
  - 3) California Parks and Recreation Society (CPRS) Conference – Madison Leighty and Sarah Reid attended the CPRS Conference last week in Sacramento. They were able to attend educational sessions and network. Reid is serving as President for District 7 (Porterville to Chowchilla).
  - 4) Grant Opportunity- Initially, the City was going to apply for a state grant for further development of the Sports Park. However, the Sports Park does not qualify for this grant, due to the median income level too high for the area, as well as the current developed acreage. Camacho Park was felt to be a better fit. Little League indicated that improvements are needed at Camacho. The City has received requests from soccer organizations that want to start using Camacho Park. Currently, staff is not able to remotely control the lighting in the ball fields. A programming system is another feature that is needed to better control the use of the lights by the various organizations that use the park. Another suggestion was to include murals to the cement block wall, to add some character. Three public meetings will be held before May. The two more will be the Commission meeting for the recommendation and then City Council for final approval.
  - 5) Trimble Park (splash park)– This project is nearly complete. Ribbon cutting ceremony will take place in early May, a week or two

Minutes  
**COMMUNITY SERVICES COMMISSION**  
**Thursday, March 28, 2019**

before the opening weekend (Memorial Day). There is an area left open for a play structure. Staff is looking into options and funding sources.

- 6) Designated Transit Stops – Due to upgrades to the transit vans, more space is required at each stop. A ramp is required to be opened for each pick up. Staff recognized that there are certain locations that seem to be busier than others. A central location for several areas throughout town will be identified by red curbs and signage. Some of these locations include: Paseo 55 Apartments, Carpet Corner, Wells Fargo and the Adventist Medical Center. Staff has been discussing with the hospital and Fresno County Rural Transit Agency, the possibility of placing a shelter at the hospital location.

B. Ruben Castaneda, Jr., Recreation Coordinator – A written staff report was handed out to the Commission (included with minutes).

- 1) Securing coaches for youth baseball has been a challenge this year. This is due in part to the delay in fingerprint results. Part time staff has been placed on several teams to help bridge the gap until volunteers can be cleared.
- 2) Jr. Giants online registration will start April 1 and continue all month for ages 5-13.

C. Christina Ontiveros, Senior Coordinator – Reid conveyed the Senior update for Ontiveros:

- 1) Hosted food handlers training in the Senior Room.
- 2) The casino trip to Chukchansi last week had a good turnout.
- 3) Currently taking signups for the Monterey and Gilroy bus trip on May 10<sup>th</sup>.

D. Madison Leighty, Recreation Coordinator

- 1) A new Diving class, taught by the high school diving coach, is being added to the summer lineup of aquatics opportunities. It is geared for ages 12-18 and hopefully will assist with training students to compete at the high school level.
- 2) Summer group swim classes have been renamed this year to simplify the order of classes. Private classes will also be available.
- 3) This year's Easter Egg Carnival will be held in Mueller Park on Saturday, April 13 from 10:00 a.m. to 12:00 p.m.
- 4) Easter Kids Camp will be open during Reedley's spring break (April 15 – 22). Activities and field trips are planned for participants.
- 5) The Reedley Parkway Run has asked to join efforts with the Fiesta Walk Run to hold a joint event. Proceeds will go to the Parkway Fund. Both groups will solicit sponsorships. After this year's event, staff will decide if it will remain a joint effort.



Minutes  
**COMMUNITY SERVICES COMMISSION**  
**Thursday, March 28, 2019**

9. COMMISSIONER COMMENTS

A. Commissioner Angelina Rodriguez

- 1) Asked if there is any funding available to resurface the walking trail at Citizens Park. Reid indicated that staff and the city's grant writer have been looking for a grant, but so far nothing is the right fit. Another option would be to remove the recycled tire surface if no other funding for replacement is found. Staff will visit the site to assess the needs.
- 2) Indicated that she has already learned a lot during this meeting about what areas of responsibility the Community Services Department oversees. She appreciates the opportunity to serve her community.

B. Commissioner Don Zavala - Announced that this meeting would be his last. Earlier he submitted his resignation letter to Sarah Reid. He thanked the staff for being patient with him and encouraged the new staff and commission. Reid explained that Commissioner Zavala initially served on the Commission on Aging beginning in 2014 and was appointed to this Commission in 2017. She indicated the position will be vacant until filled. The new Commissioner will complete Commissioner Zavala's term which ends in 2020. This will be advertised on Facebook and the Reedley Exponent in about 45 days.

C. Commissioner Shirley Ito – Appreciates the opportunity to serve on the Commission.

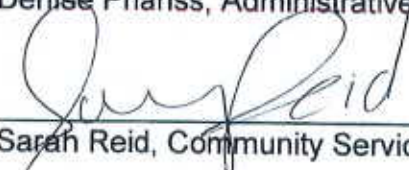
D. Commissioner Tom Brandt – Asked about grant opportunities for Cricket Hollow Park. Reid indicated that the first step is to complete a master plan for Cricket Hollow, so that when grants become available it will be easier to apply. She reported that the restroom and boat launch is nearly complete and should open in a few weeks, in plenty of time for the summer season.

10. ADJOURNMENT

As there was no further business to discuss, the meeting was adjourned at 5:47 p.m.

Respectfully submitted,

  
Denise Phariss, Administrative Assistant

  
Sarah Reid, Community Services Director

  
Stephen Penner, Chairperson