



November 19, 2014

Bruce Rudd
City Manager
City of Fresno
2600 Fresno St Rm 2064
Fresno, CA 93721

Re: Contract No. 15-0310
Title III C1 Congregate Nutrition Site Management

Dear Bruce:

Signed and fully executed copies of the fiscal year 2014-2015 contractual agreement between the Fresno-Madera Area Agency on Aging and the City of Fresno are enclosed.

We look forward to working with you and your staff to provide services for older adults. Please contact us if you have any questions or need any additional information.

Sincerely,

Jean Robinson
Executive Director

Enclosure

cc: Shaun Schaefer, Community Services Division Manager



Fiscal Year 2014-2015 Contract
between
City of Fresno
and the
Fresno-Madera Area Agency on Aging

Contract No. 15-0310
Site Management

Documents Required to Execute Contract

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

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

Enter original signatures in ink on both sets of documents; make required entries on each form.

- Page 2, Area Plan Grant Award Contract**
2 Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) 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, Certification**
Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- Appendix C, Contractor/Vendor Confidentiality 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)

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

- Appendix D, Method of Providing Audit Compliance**
- Exhibit B, Budget**
- Exhibit E, Program Narrative**
- Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- 1. Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- 2. Copy of IRS Determination Letter of Tax Exempt Status**
- 3. Organizational chart**, *including names and position titles for contracted program*
- 4. 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*
- 5. List of Governing Board members**
- 6. List of Advisory Council or Advisory Committee members** *(if applicable)*
- 7. Current Program Newsletter and/or Flyer** *used to promote the contracted program*

Area Plan Grant Award

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**CONTRACT BETWEEN
CITY OF FRESNO
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 Fresno
2600 Fresno Street, Room 2064
Fresno, CA 93721**

- 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, 2014 to June 30, 2015, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation for the July 1, 2014 through September 30, 2014 period may be incurred after September 30, 2014. No expenditure or obligation for the funding allocation for the October 1, 2014 through June 30, 2015 period may be incurred after June 30, 2015.
- D. Maximum funds available for the following programs:

Approved by Fresno-Madera Area Agency on Aging Governing Board on June 19, 2014			
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 (6 Sites)	15-0310	July 2014 - September 2014	\$21,000
		October 2014 - June 2015	\$63,000
Total Fiscal Year 2014-2015 Grant Award:			\$84,000

- 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:

Shaun Schaefer

11/12/14

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

SHAUN SCHAEFER

COMMUNITY RECREATION SUPERVISOR II

Type Name

Title

Manuel A. Mollinedo

11-12-14

Signature of Authorized Contracting Official (Refer to Appendix A)

Date

MANUEL A. MOLLINEDO

PARCS DIRECTOR

Type Name

Title

Cindy Bruer, Deputy

11/26/14

Signature

Date

ATTEST: YVONNE SPENCE

CITY CLERK

Type Name

Title

APPROVED AS TO FORM:
DOUGLAS T. SLOAN, CITY ATTORNEY

D. Sloan

11/19/14

Signature

Date

BRANDON M. COLLET

DEPUTY

Type Name

Title

94-600338

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Jean Robinson

11/19/14

Signature

Date

Jean Robinson

Executive Director

FMAAA
DIRECT SERVICES

2014 NOV 14 AM 10: 07



CALLER FOR PICK-UP TO: Diane
DATE: 11/13/14 BY: Paolini

DOUGLAS T. SLOAN
City Attorney

ITEM FOR APPROVAL

**CONFIDENTIAL - PROTECTED BY ATTORNEY-CLIENT PRIVILEGE
AND ATTORNEY WORK PRODUCT DOCTRINE
THIS IS NOT A PUBLIC RECORD**

Assignment #	A14-0594.002	C.O. #	
Fund #	10101	PC BU #	PRK
Org #	170604	Resource Type:	NSS
Project ID #	PP00004	Timekeeping: Y/N	N
Activity ID #	GADM	CIP: Y/N	N
Opened Date:	11/12/2014	Desired Completion Date:	11/12/2014
Status Date:	11/12/2014	Hard Deadline Date:	11/12/2014

Assigned To: Brandon M. Collet

TO: Diane Printz-White
Parks, Recreation & Community Services - Administration
(559) 621-2955
Pick-up Contact (if different):

DOCUMENT: ***RETURNED FOR SIGNATURE*** Review Contract with Fresno-Madera Agency on Aging for the City of Fresno Senior Hot Meals Program at Six (6) Sites

Attached material has been:

APPROVED
 NOT APPROVED (Return this sheet with revised document)
 See Comments Below: Staff Report Reviewed: ___ Yes ___ No
(RETURN THIS SHEET WITH REVISED DOCUMENT / RESUBMITTAL)

DOUGLAS T. SLOAN, City Attorney

By: BS

Date: 11/13/14

FMAAA
DIRECT SERVICES

2014 NOV 14 AM 10: 07

**ADDENDUM TO
CONTRACT NO. 15-0310
BETWEEN
CITY OF FRESNO
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726**

The following provisions of the Area Plan Grant Terms and Conditions Declaration (Articles I through XX) attached thereto, are modified as follows:

1. Article V, Assurances, Section H, Paragraph 11 (page 14):

Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts relating to the Agency on Aging Fiscal Year 2014-2015 Grant Award of both the Contractor and its subcontractors.

2. Article XV, Insurance, Section J (pages 39-40):

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's active negligence or willful misconduct in the performance of this Agreement.

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**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. The term "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX), plus all enclosures listed herein, including the Budget Display; Program Exhibits; Appendices; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.
- B. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.
- C. "OAA" means Older Americans Act.
- D. "PSA 14" means the Planning and Service Area comprised of Fresno and Madera Counties.
- E. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- F. "Service Provider" or "Contractor" 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 of this Agreement.
- G. "Subcontractor" means a legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. "Subcontract Agreement" means a subcontract agreement supported by funds from this Agreement.
- H. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.
- I. "CFR" means Code of Federal Regulations, "CCR" means California Code of Regulations, "GC" means Government Code, "W&I" means California Welfare and Institutions Code, "USC" means United States Code, and "PCC" means the Public Contract Code

- J. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:
1. Voluntary contributions (Donations) 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 items fabricated under a contract Agreement.
- K. 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 Amendments of 2006.
 2. Other applicable Federal statutes and their implementing regulations.
 3. Older Californians Act.
 4. Title 22 CCR § 7000 et. seq.
 5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.
 6. Any other attachments incorporated herein by reference.
 7. Program memos and other guidance issued by the California Department of Aging.
- L. "Reimbursable item" also means "allowable cost" and "compensable item."
- M. "Matching Contributions" means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
- N. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).
- O. "Non-Matching Contributions" means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g. federal funds, overmatch, etc.).

ARTICLE II. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section A, 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 Area 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, 2014, through June 30, 2015, 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. A public or private nonprofit entity or Joint Powers Agreement (JPA); or
 - b. A private entity approved by the California Department of Aging prior to commencement of the contract period.
2. If a private nonprofit corporation, JPA, or private entity, 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.
3. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation 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.
4. Failure to maintain good standing by the Contractor 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 subcontractor or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

5. 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.
6. 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.
7. 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, by signing this Agreement, 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;
 - b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against the Contractor 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 paragraph (1) (b); and
 - 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 any 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 shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or certificates, other required documentation relating to their subcontractor's debarment/suspension status.

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

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
2. 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 percent.
 - b. An Amendment to the Agency on Aging's Area Plan if such

reduction is greater than 20 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 Agency on Aging for training and meetings, which 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.

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 (CCC-307), which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d; 45 CFR Part 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 Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, 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)

(Chapter 182, Stats. 2006)

3. 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 Sections 12101 et seq.)
4. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (GC §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
5. The Contractor shall not require proof of age or citizenship 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.
7. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect Agency on Aging information

assets, i.e., public, confidential, sensitive and/or personal information as specified in the State Administrative Manual, Sections 5300-5365.3; GC Section 11109; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18, Protection of Information Assets.

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 stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

- a. The Contractor shall ensure that personal, sensitive, and confidential 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 shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "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, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Contractor shall not use such identifying information

for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

- e. The Contractor 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 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. Training/Education

- a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

<http://www.aging.ca.gov/ProgramsProviders/#Resources>

Training must be completed within thirty (30) days of the start date of any new employee, subcontractor, or volunteer. If Internet access is not available, a hard copy of the training module is available from the Agency on Aging and may be provided to employees, subcontractors, and/or volunteers for their completion. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

- b. The Contractor may substitute CDA's Information Security Awareness Training program with its own information security training provided such training meets or exceeds CDA's training requirement. Contractors/vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
 - c. All employees and volunteers who handle personal, sensitive, or confidential information relating to the CDA's and the Agency on Aging's programs must participate in Information Security Awareness Training.
5. Health Insurance Portability and Accountability Act (HIPAA)
- The Contractor agrees to comply with the privacy and security requirements of Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.
6. Contractor/Vendor Confidentiality Statement
- The Contractor shall sign and return to the Agency on Aging the *Contractor/Vendor Confidentiality Statement*, Appendix C, included with 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 Contractors/Vendors are aware of, and agree 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 accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor 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.
8. Notification of Security Breach to Data Subjects
- a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.

- b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
 - c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or 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 shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is 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 that relate to this Agreement.

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 subdivisions (2) and (3) of this section.
- 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 item 2 below, 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 Contractors 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, paragraph H, *Information Integrity and Security*, and Article V, paragraph 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 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 a statement that "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (CCC-1005) of Appendix B, *Certification*, which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of \$100,000

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

- a. Clean Air Act, as amended (42 USC 1857).
- b. Clean Water Act, as amended (33 USC 1368).
- c. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
- d. Environmental Protection Agency Regulations [40 CFR, Part 15] and [Executive Order 11738].
- e. Child Support Compliance Act (Public Contract Code 7110): The Contractor acknowledges in accordance with the Child Support Compliance Act that:
 - i) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part of Division 9 of the Family Code; and
 - ii) The Contractor, to the best of its knowledge, is in full compliance with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Public Contract Code Section 10295.3.

L. Lobbying Certification

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

1. No federal 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 federal 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 undersigned 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 subgrants, and 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, funds 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. Title III:
 - 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 276c) (29 CFR, Part 3);
 - ii) Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5);
 - iii) Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 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, Part 60).
 - b. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of

such property to the benefit of the owner except where permitted by law and by the Agency on Aging.

- c. When funding is provided for construction and non-construction activities, the Contractor or subcontractor 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 Section 11200 in accordance with 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 Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by CCR Title 22,

Article 3, Section 7302(a)(14), 45 CFR Section 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 this Agreement.
3. The Contractor agrees not to use Agreement funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.
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. (CCR, Title 2, Section 599.615 et seq.)

5. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by the Contractor to maintain or expand the activities of the Long-Term Care Ombudsman Program.
6. 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 not to be in compliance 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.
7. 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.
8. A copy of all published documents indicated in paragraph seven (7) above, will be forwarded to the Agency on Aging for file.

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, Part 200]
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) or Title VII services.

4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR, Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

- a. Financial Reporting;
- b. Accounting Records;
- c. Internal Control;
- d. Budgetary Control;
- e. Allowable Costs;
- f. Source Documentation; and
- g. Cash Management.

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. Program Income

1. All Program Income received by the Contractor shall be included on the quarterly 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 ninety (90) days average Program Income.

2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
3. 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 D.5 below).
4. 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 D.5 below.) and may reduce the total amount of contract funds payable to the Contractor.
5. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
6. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
7. Program Income may not be used to meet the matching requirements of this Agreement.
8. Program Income must be used to expand services.

E. Matching Contributions

1. 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, Title III B (Ombudsman), Title III C1 Congregate Nutrition, Title III C2 Home-Delivered Nutrition, and Title III D Health Promotion: Ten (10) percent 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 ninety (90) percent of the sum of the grant award.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
3. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
4. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
5. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget circulars.

F. Availability of Funds

1. It is mutually 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 which 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 from the State to the Agency on Aging and/or by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statutes enacted by the Congress that may affect the provisions, terms, or funding of this award in any manner.
3. It is mutually agreed that if funding for any 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 Contract; or
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
4. The Agency on Aging has the option to void the Agreement under the thirty (30) day cancellation clause or to amend the Agreement to reflect any reduction in funds.
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 as directed by the Director.

6. 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.

ARTICLE VII. BUDGET AND BUDGET REVISIONS

- A. The approved budget for the term of this Agreement is a part hereof.
- B. The Contractor shall be reimbursed for expenses only as itemized in the approved budget.
 1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Contractors requesting reimbursement for indirect costs shall obtain and retain on file an approved indirect cost rate from the State of California or an allocation plan documenting the methodology used to determine the indirect costs.
- C. The Contractor shall comply with those provisions and restrictions regarding revisions to the approved budget.
- D. The Contractor may make changes in budget allocations, subject to the following conditions:
 1. The Contractor may transfer Agreement funds within programs from each line item without prior approval of the Agency on Aging providing the change is less than 10% of that line item.
 2. The Contractor shall request prior approval from the Agency on Aging for any line item transfer of funds that is 10% or more.
 3. The Contractor shall maintain a written record of all budget changes clearly documenting line item changes. The record shall include the date of the transfer, the amount, and the purpose. 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.
- E. The final date to submit a budget revision for the October 2014 – June 2015 funding period is March 15, 2015.

ARTICLE VIII. PAYMENTS

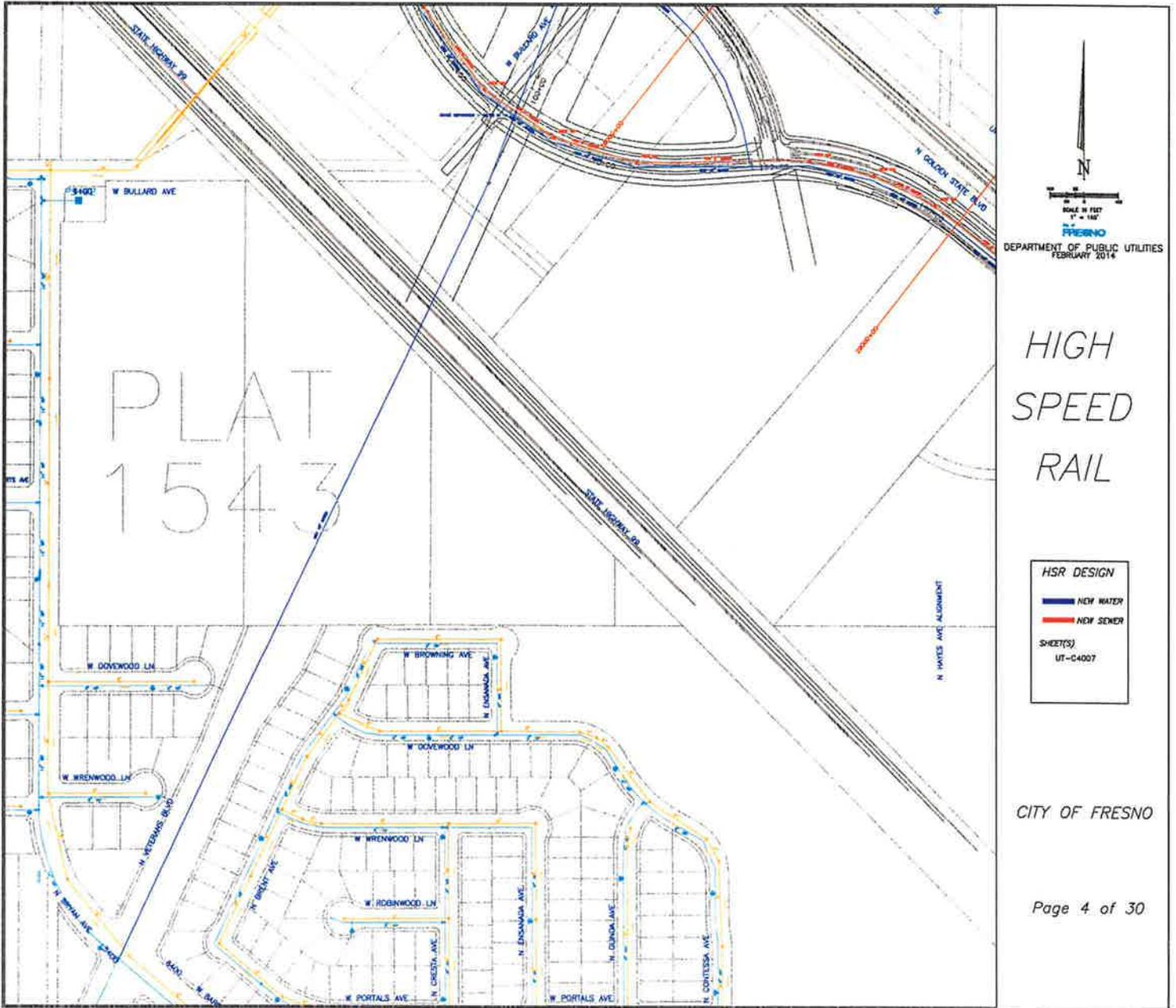
- A. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including mileage, per diem, and taxes, unless otherwise expressly so provided.

- B. Unless otherwise specified by the Agency on Aging, the Contractor shall submit accurate and timely reports as specified in Appendix E, *Required Reports and Due Dates*.
- C. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.
- D. 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 the Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- E. The Agency on Aging may require financial reports more frequently than indicated above 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.
- F. 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*.
- G. 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*.
- H. 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 ensure that funds provided under this Agreement are administered in conformance with the acts, federal regulations, and policies and procedures of the Administration on Aging, California Department of Aging, and the Agency on Aging.
- C. The Contractor shall not enter into contracts with other agencies that are to be paid with funds provided under this Agreement that extend beyond the ending date of this award.
- D. The Contractor does not possess authority to contract for, or incur obligations on behalf of, the State of California or the Agency on Aging.

Appendix B, Exhibit B-5



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 SCALE IN FEET
 1" = 100'
 FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

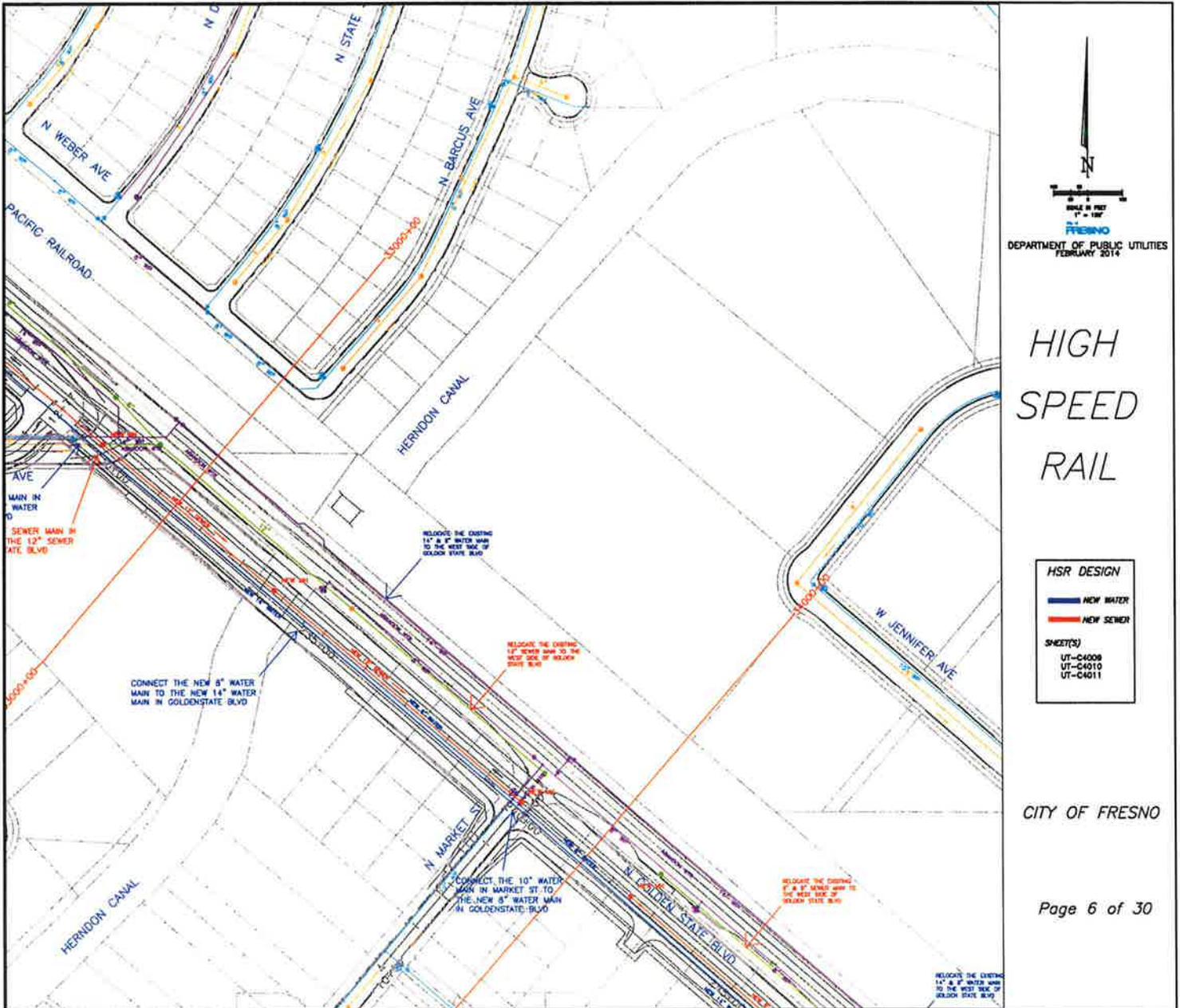
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CITY OF FRESNO

Page 4 of 30

Appendix B, Exhibit B-5



SCALE IN FEET
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FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

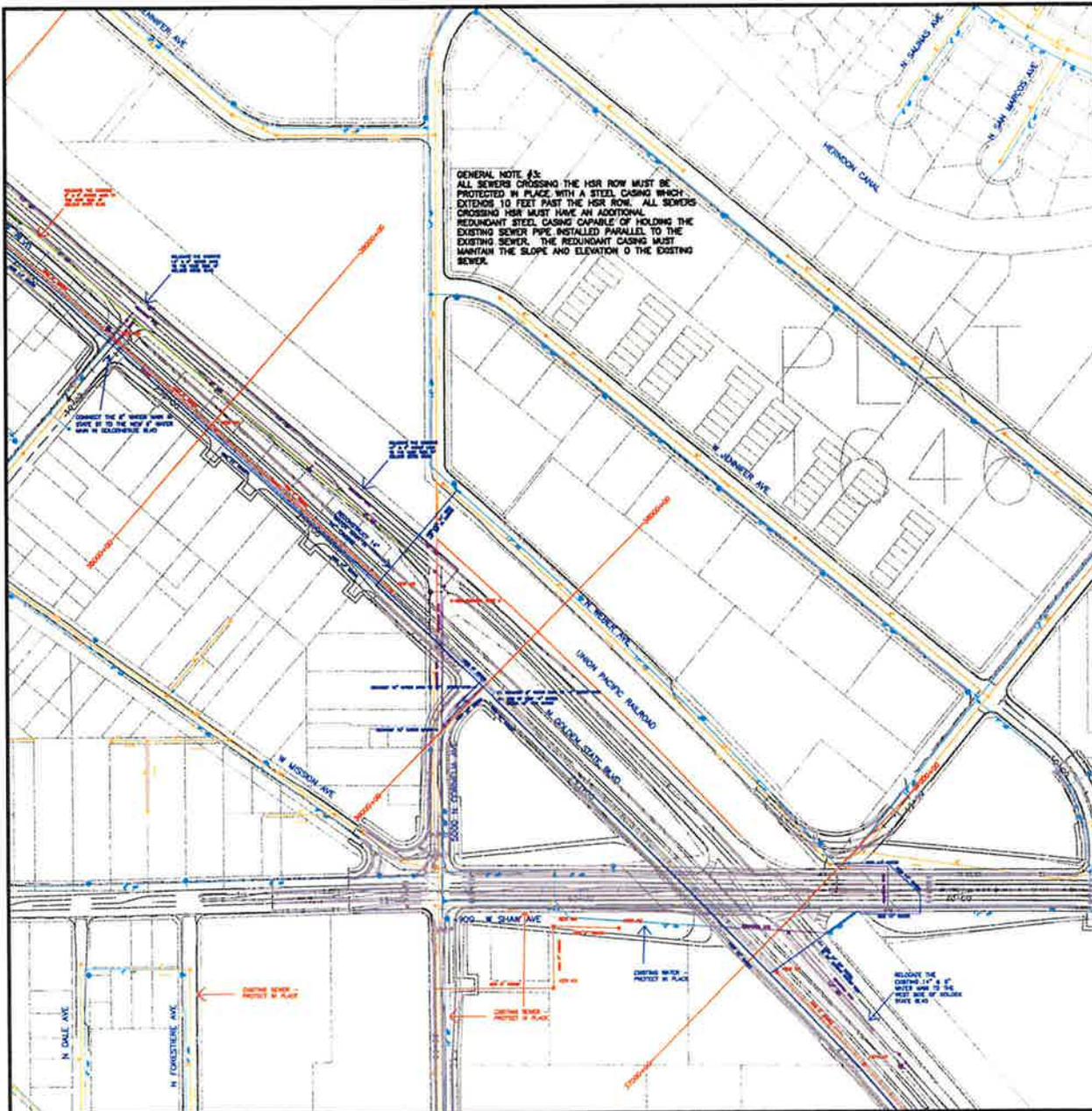
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UT-C4010	
UT-C4011	

CITY OF FRESNO

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Appendix B, Exhibit B-5



GENERAL NOTE #3:
 ALL SEWERS CROSSING THE HSR ROW MUST BE PROTECTED IN PLACE WITH A STEEL CASING WHICH EXTENDS 10 FEET PAST THE HSR ROW. ALL SEWERS CROSSING HSR MUST HAVE AN ADDITIONAL REDUNDANT STEEL CASING CAPABLE OF HOLDING THE EXISTING SEWER PIPE INSTALLED PARALLEL TO THE EXISTING SEWER. THE REDUNDANT CASING MUST MAINTAIN THE SLOPE AND ELEVATION OF THE EXISTING SEWER.

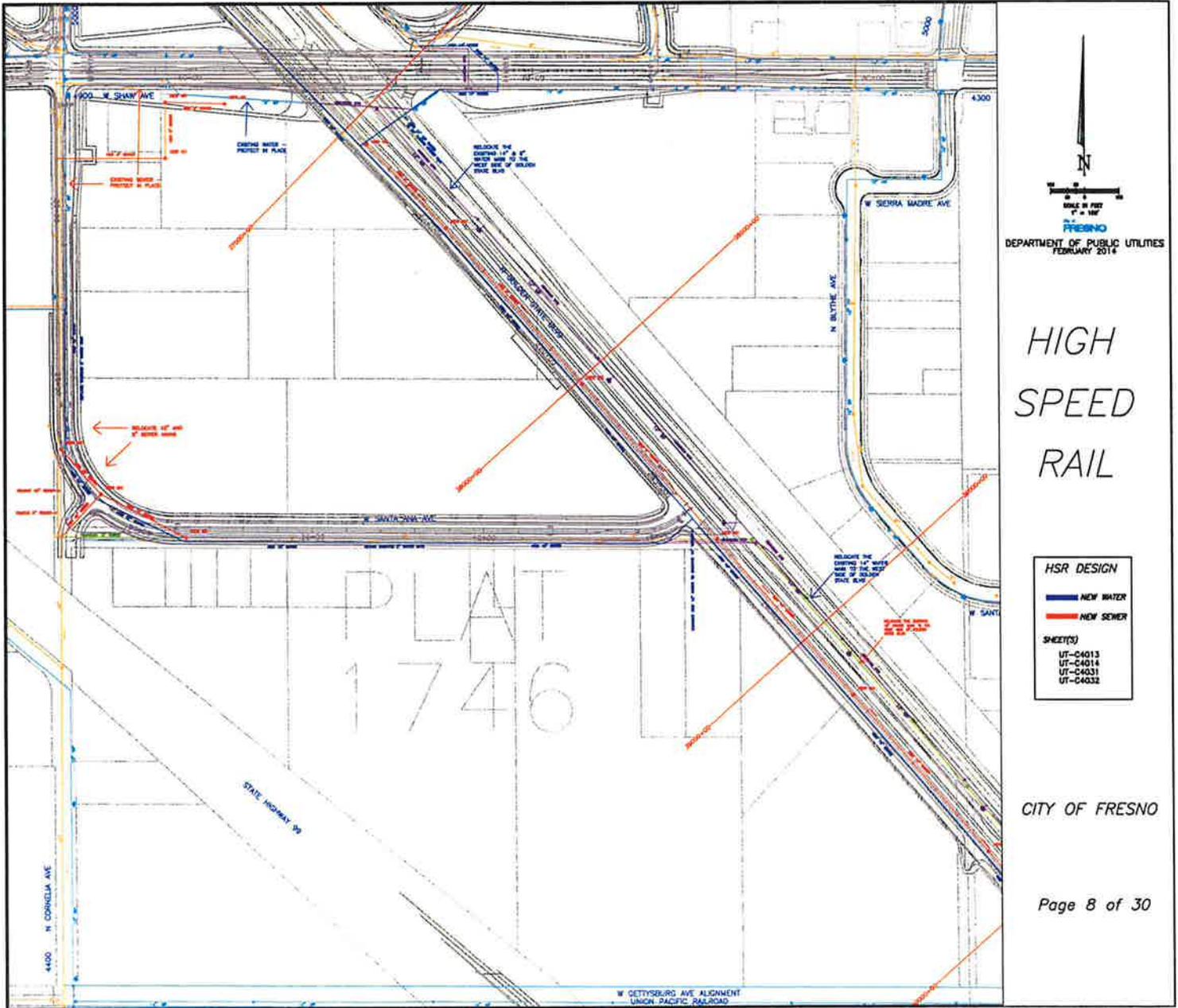

 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

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CITY OF FRESNO

Appendix B, Exhibit B-5




 SCALE IN FEET
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FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

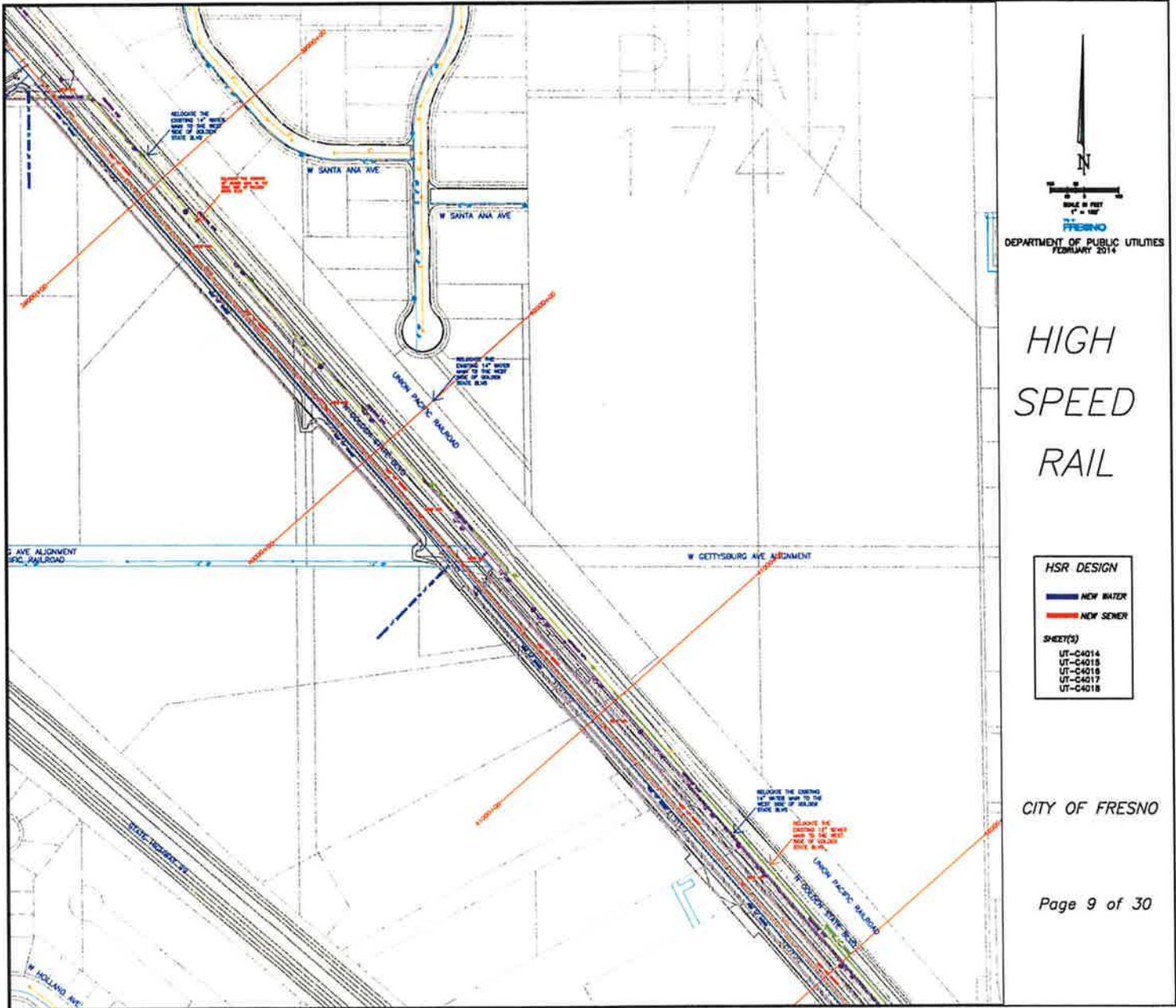
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 UT-C4032

CITY OF FRESNO

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Appendix B, Exhibit B-5



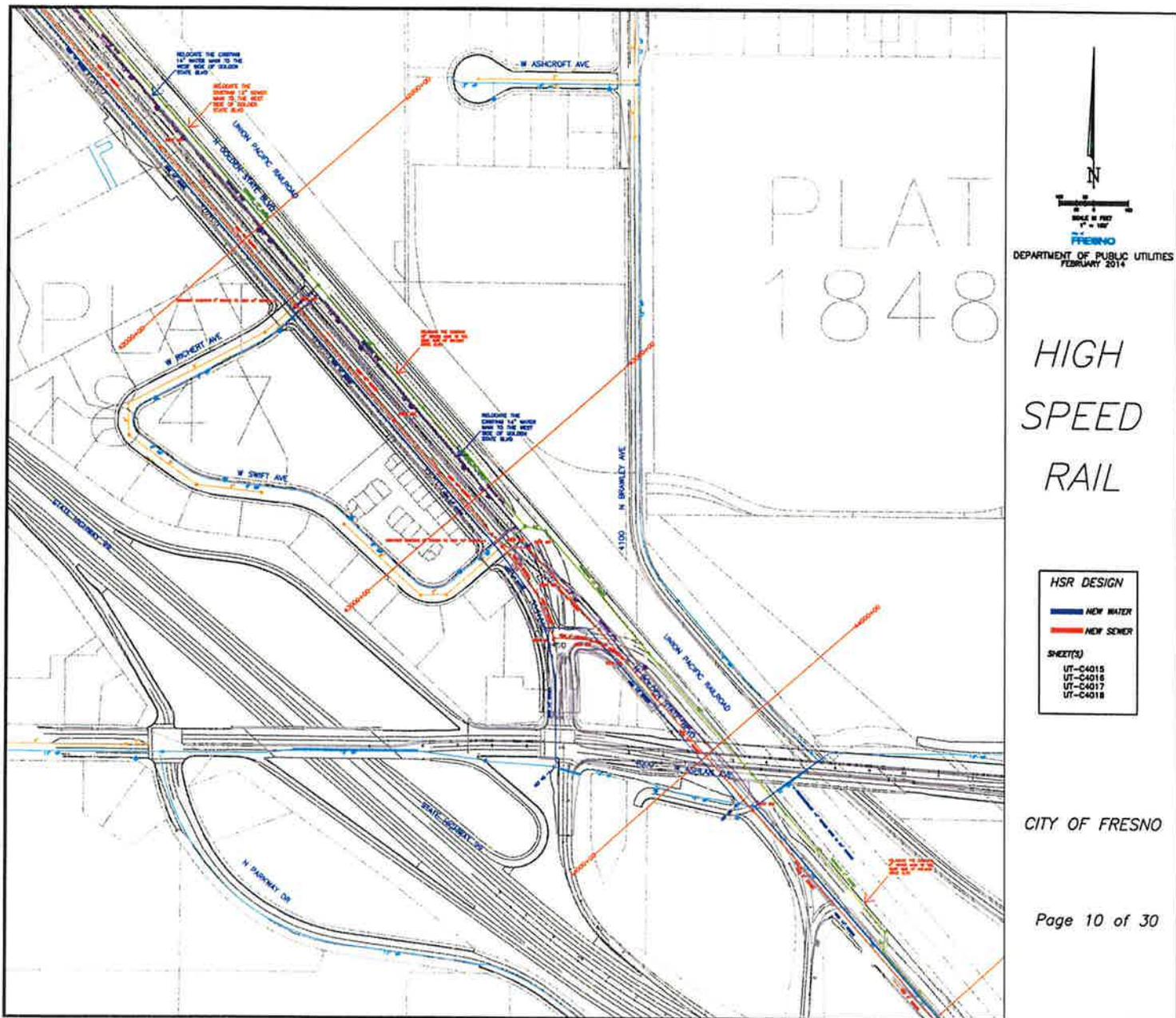

 SCALE IN FEET
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 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

HIGH SPEED RAIL

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UT-C4017	
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CITY OF FRESNO

Appendix B, Exhibit B-5




 SCALE: 1" = 100'
 FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

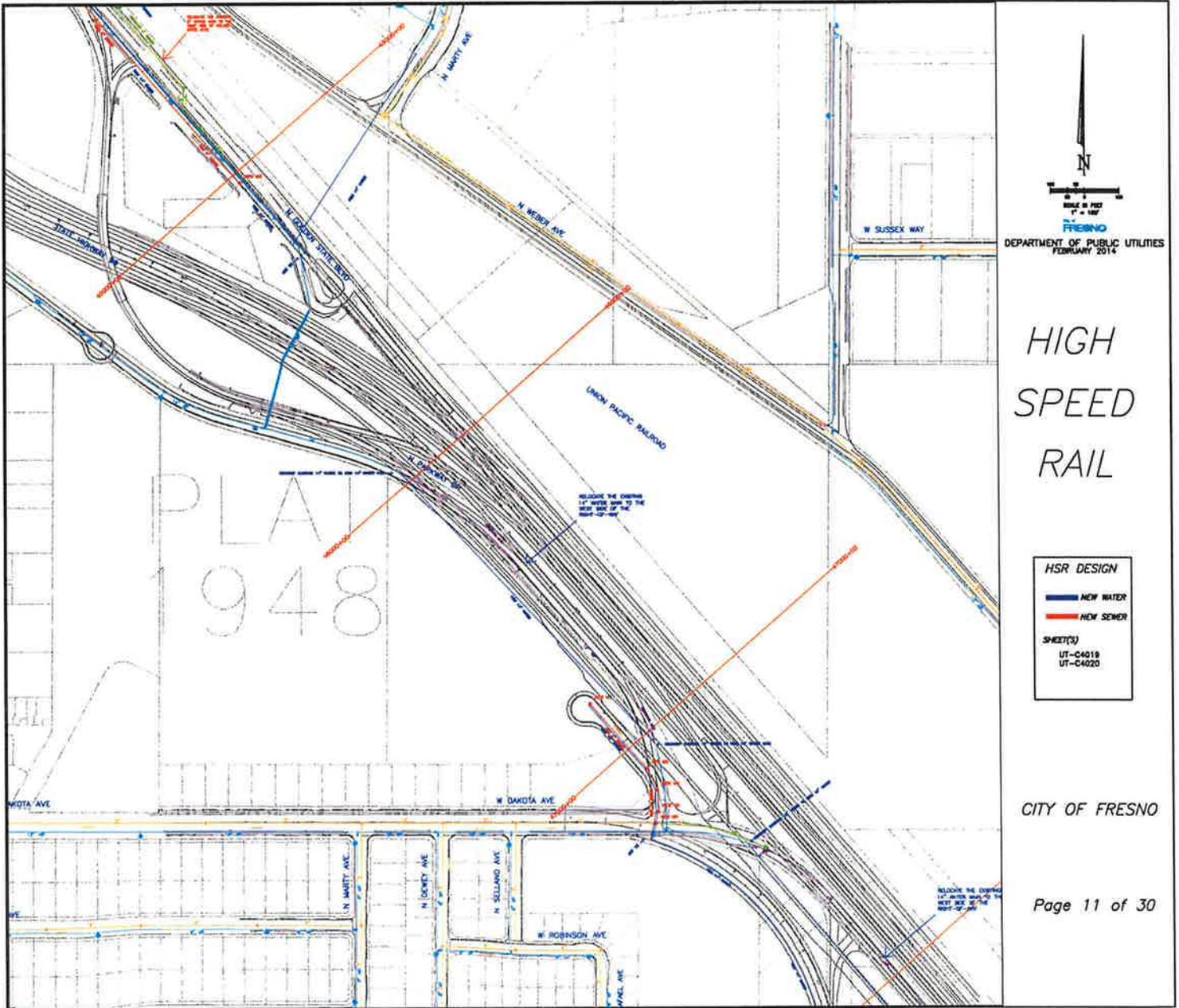
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 UT-C4018

CITY OF FRESNO

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Appendix B, Exhibit B-5




 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

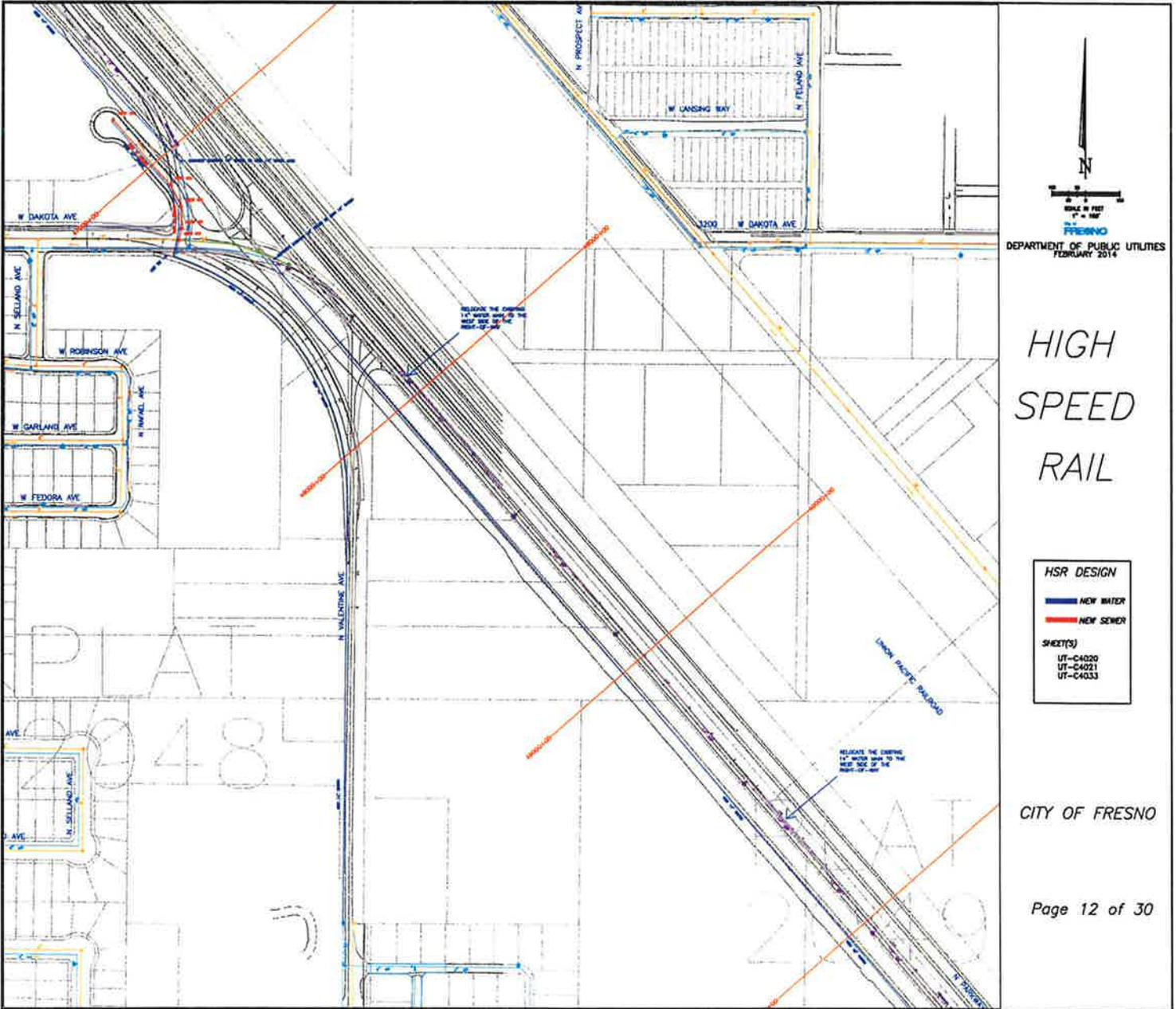
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 SHEET(S)
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CITY OF FRESNO

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Appendix B, Exhibit B-5




 SCALE IN FEET
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 CITY OF FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

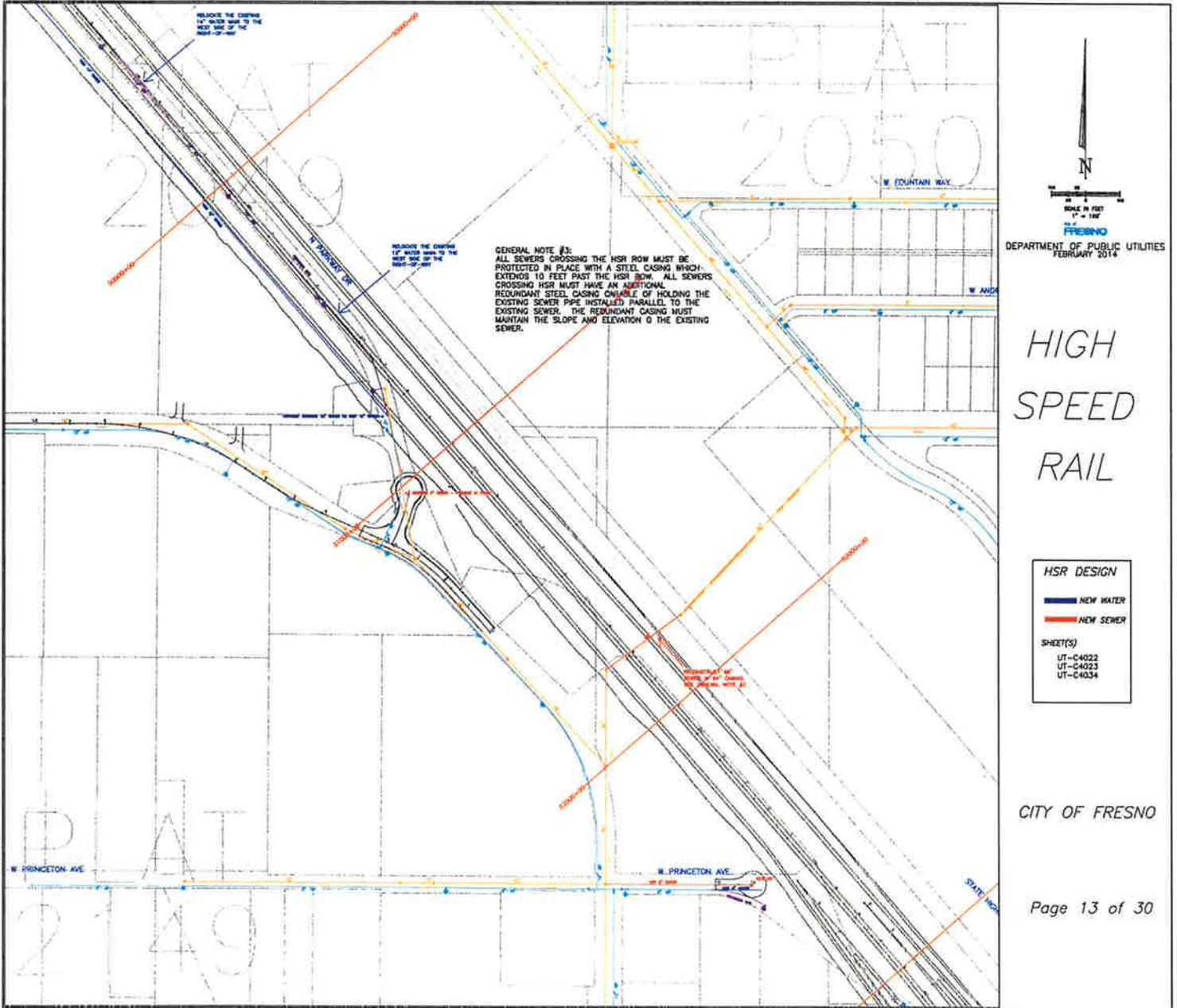
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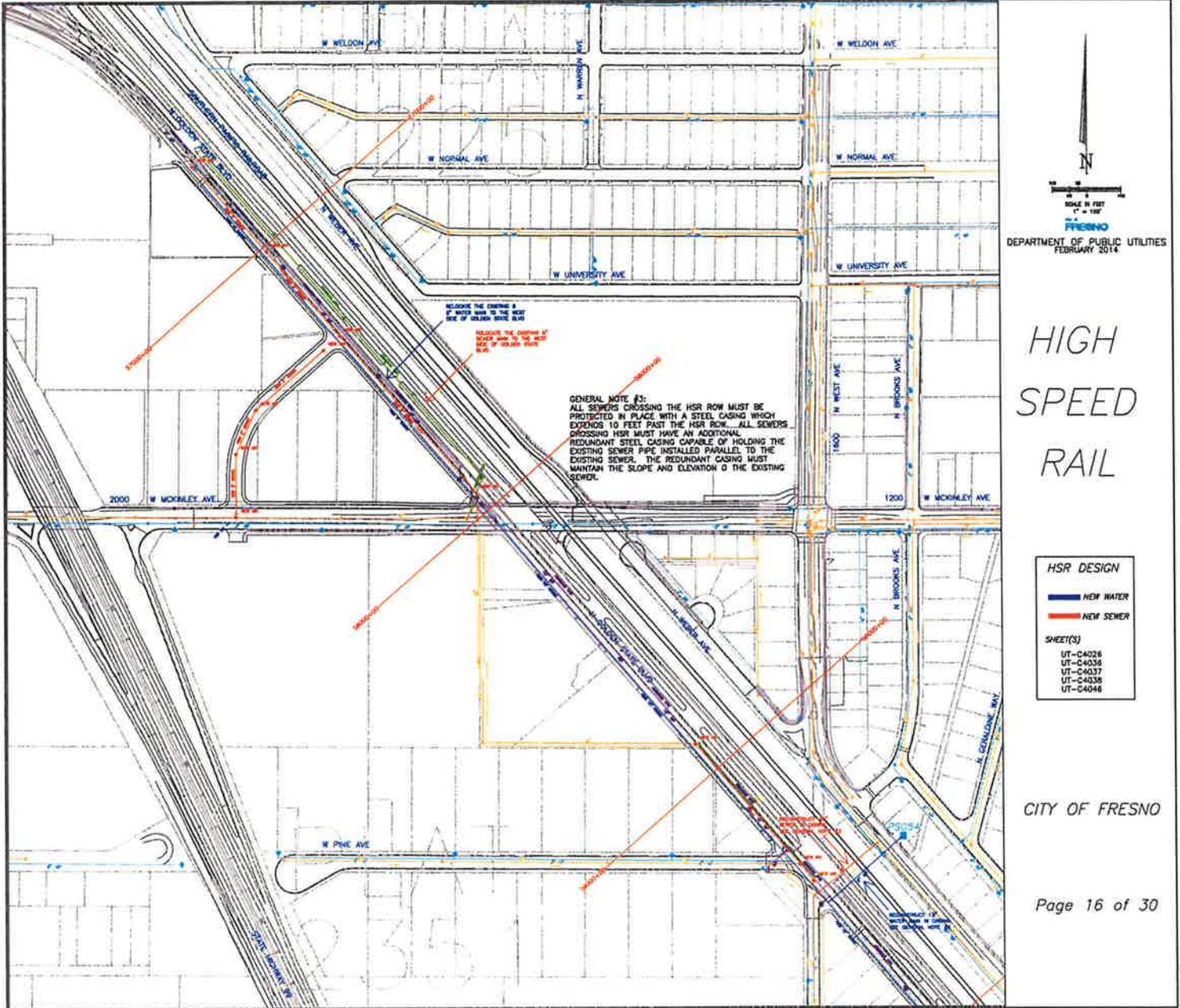
CITY OF FRESNO

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Appendix B, Exhibit B-5

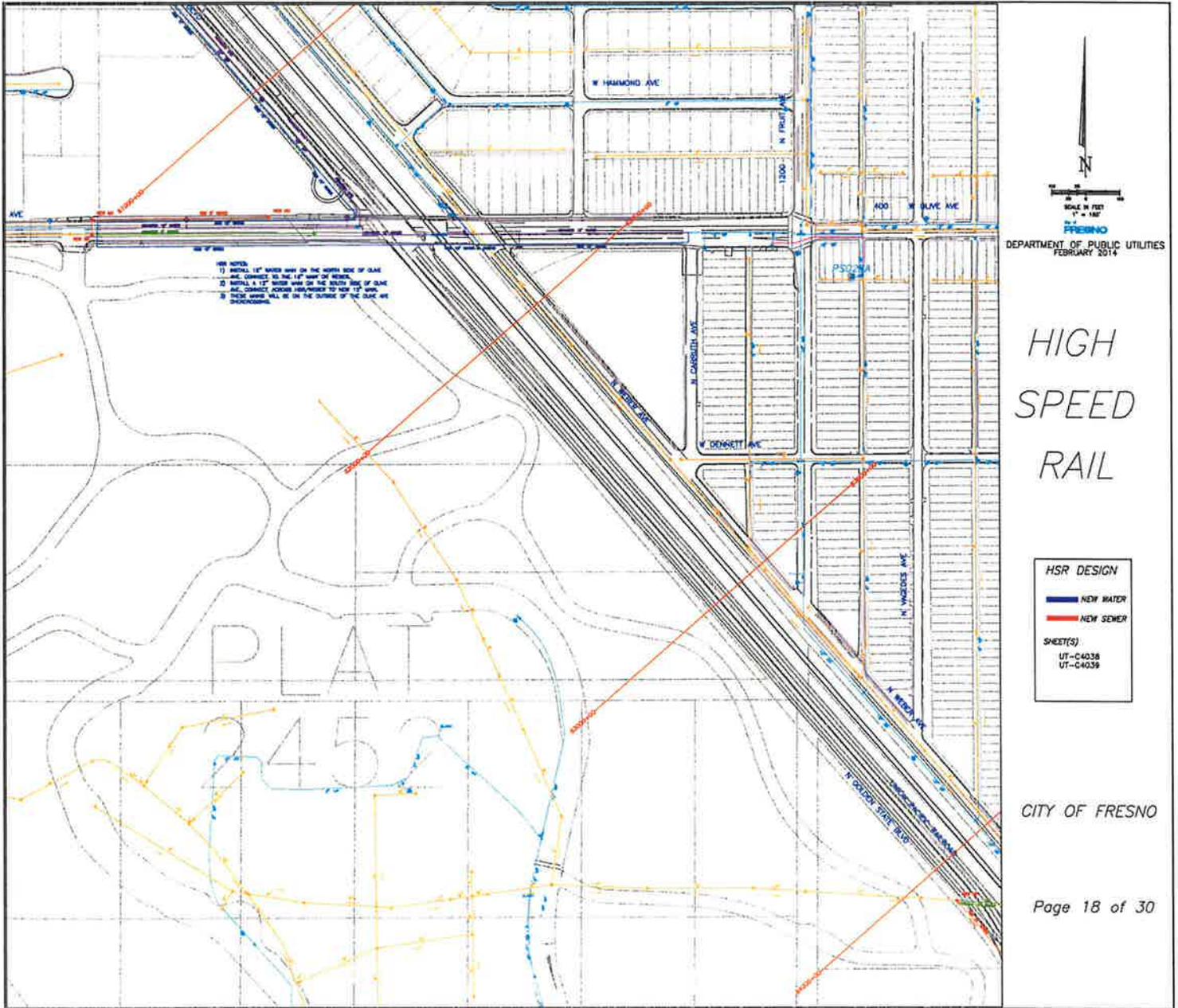


DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

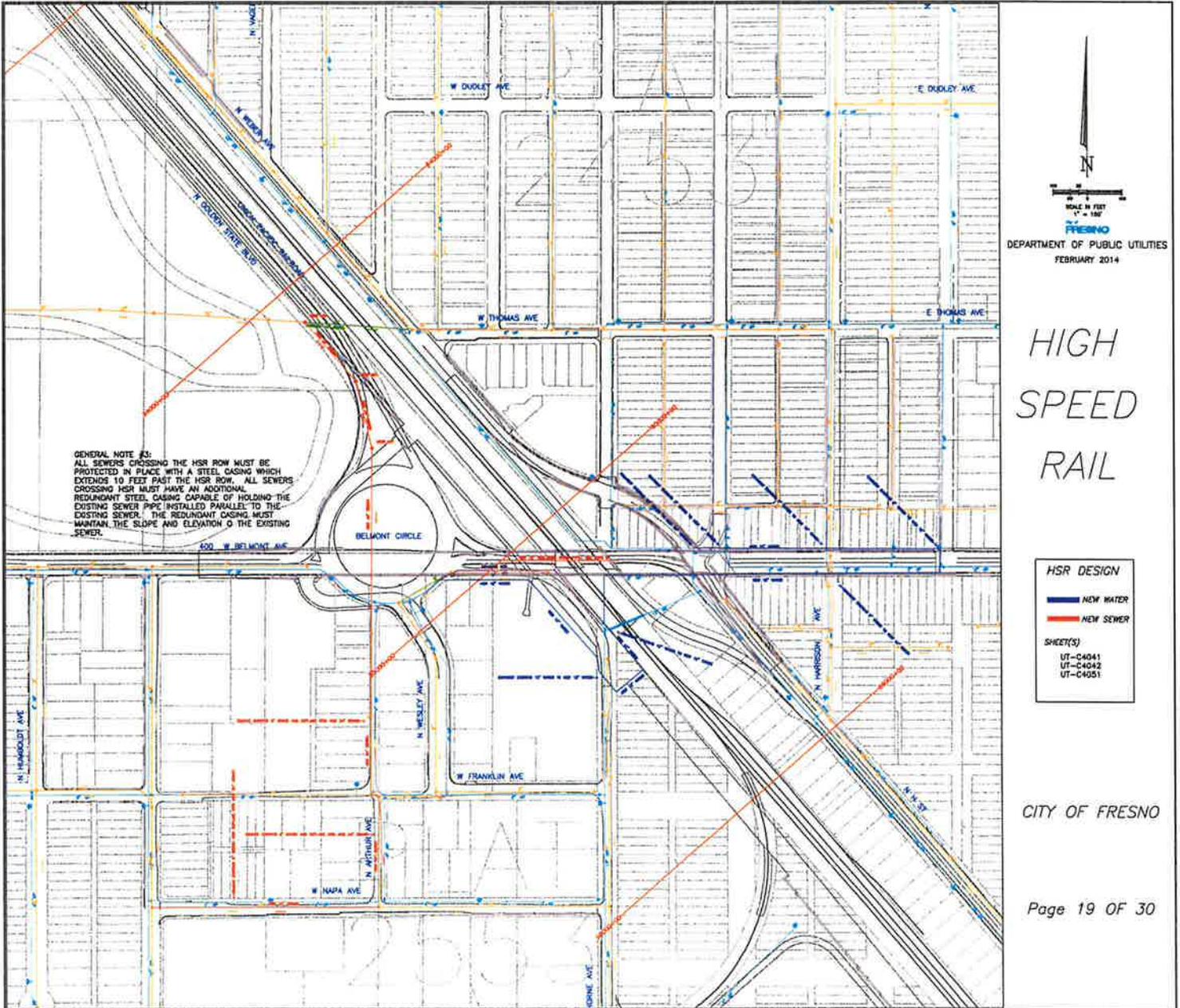
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Appendix B, Exhibit B-5



Appendix B, Exhibit B-5



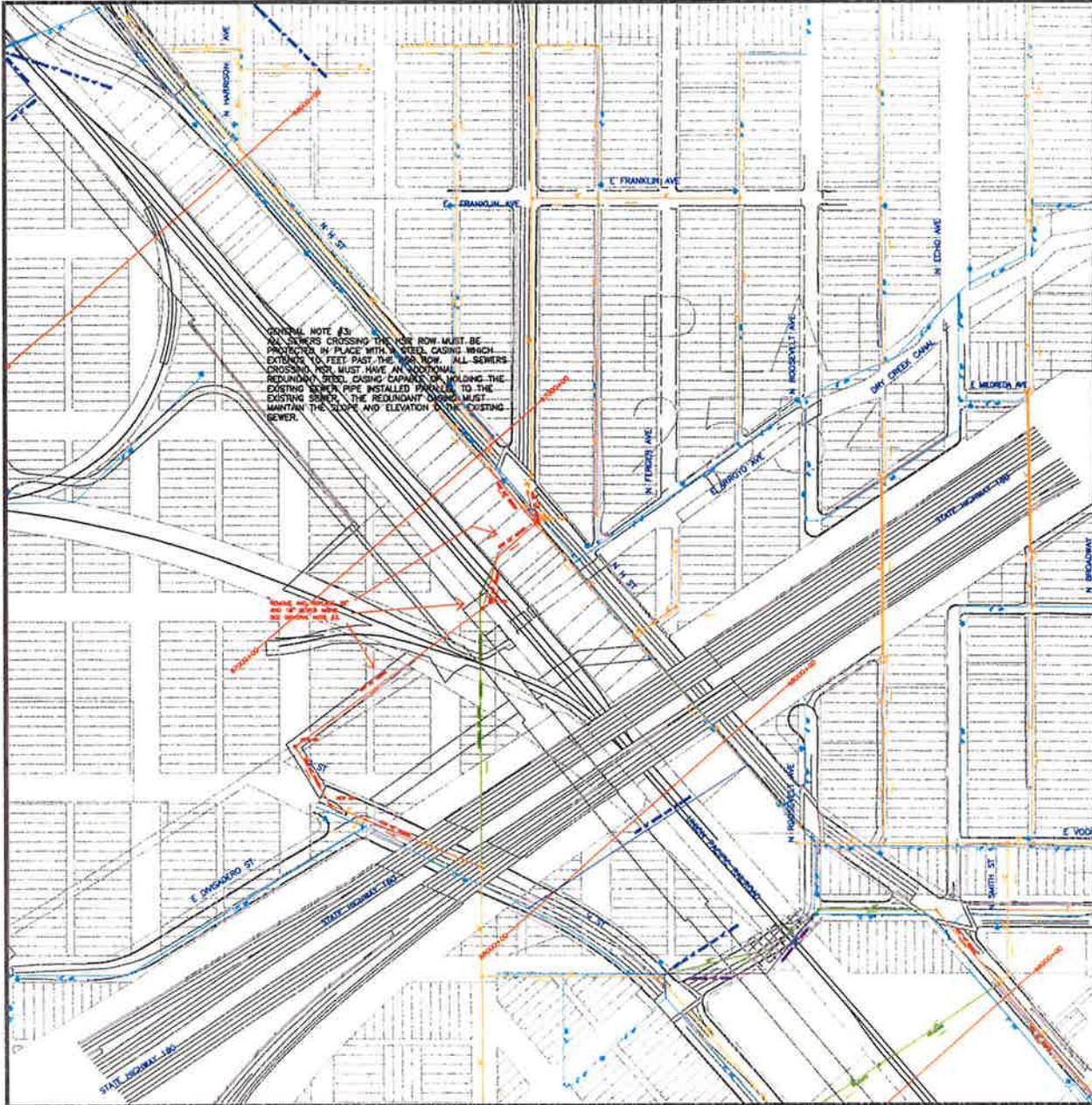
SCALE IN FEET
 1" = 10'
FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

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FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

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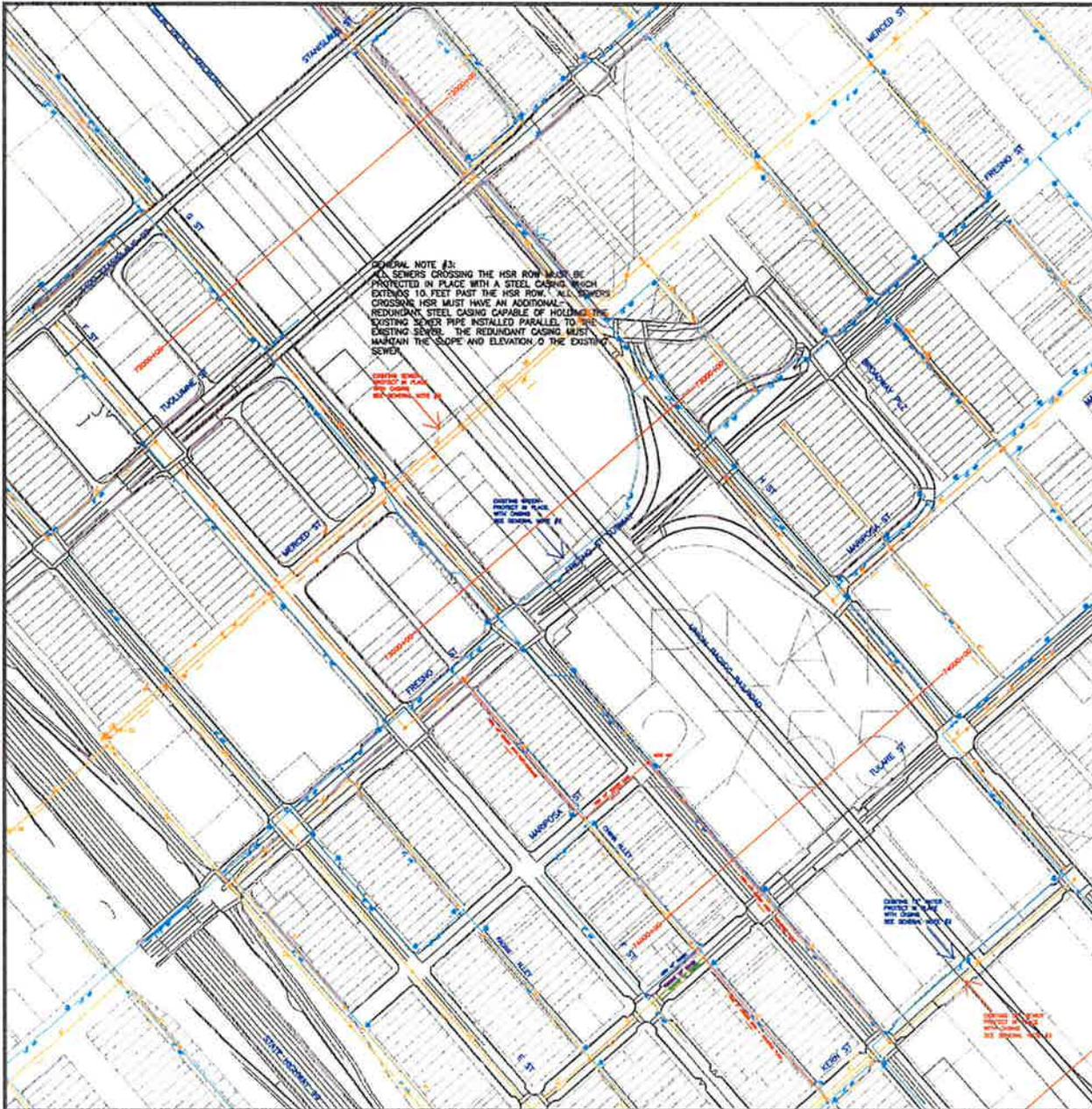
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CITY OF FRESNO

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SCALE IN FEET
1" = 100'

FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

HIGH SPEED RAIL

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- NEW WATER
- NEW SEWER

SHEET(S)
 UT-C4044
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 UT-C4054

CITY OF FRESNO

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Appendix I

Fresno-Madera Area Agency on Aging Emergency Contact Information

Information and Assistance:	(559) 600-4405 (800) 510-2020
-----------------------------	----------------------------------

Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	PO Box 28093 Fresno, CA 93729
After Hours Phone:	(559) 930-5847

Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	2942 E. Swift Ave. Fresno, CA 93726
After Hours Phone:	(559) 222-1468

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))*

State Planning and Service Area (PSA) 14		
Fresno-Madera Area Agency on Aging	3837 N. Clark St.	Fresno, CA 93726
Senior Resource Center	2025 E. Dakota Ave.	Fresno, CA 93726
Fresno County		
Caruthers Senior Center	13441 S. Quince Ave.	Caruthers, CA 93609
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Del Rey Senior Center	10649 E. Morro Ave.	Del Rey, CA 93616
Edwin Blayney Senior Center	108 N. 3 rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5 th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8 th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6 th St.	Orange Cove, CA 93646
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
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
Fresno City		
Cecil C. Hinton Community Center	2385 S. Fairview Ave.	Fresno, CA 93706
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Ted C. Wills Center	770 N. San Pablo Ave.	Fresno, CA 93728

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) CITY OF FRESNO	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 848 M STREET, 3RD FL City, state, and ZIP code FRESNO, CA 97321 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number												
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Employer identification number												
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9	4	-	6	0	0	0	3	3	8			

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 on page 3.

Sign Here	Signature of U.S. person ▶ <i>Karen M. Maria</i>	Date ▶ <i>7/31/14</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

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.

Exhibit A

<p style="text-align: center;">TITLE III PROGRAM EXHIBIT Title III C1 – Elderly Nutrition Program Site Management</p>

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 Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq.; California Department of Aging Program Memoranda; and state and federal laws.
- 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 Dietary Guidelines for Americans, 2010. To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria:
- a. Be open to the public [45 CFR 1321.53(b)(3)].
 - b. Not means test [OAA 315(b)(3)].
 - c. 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].
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services [7 CFR 41928].
- 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 Dietary Guidelines for Americans, 2010.

- 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, Section 305(a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, 7135 and 7638.7].
- 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.

2. Home-Delivered Meals: Individuals eligible to receive a home-delivered meal are:
 - a. Any older individual who is frail and homebound by reason of illness, disability, or isolation.
 - b. A spouse of a person in item H.1.a. above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 - 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.
 - d. Priority shall be given to older individuals in item H.1.a. above.
3. Volunteer Meals
 - a. A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.
 - b. A written policy for providing and accounting for volunteer meals shall be developed and implemented.

- 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 Dietary Guidelines for Americans, 2010.
- K. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and training in compliance with Title 22, CCR, Section 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, Section 7638.7.
- b. The service provider may, at the option of the Agency on Aging, be held financially responsible (at the current meal rate) for all meals ordered which exceed the annual allocation for that site. 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 Dietary Guidelines for Americans, 2010, 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, 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 previous service day;
- c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation level stated in this Agreement (however, this is not to be construed that the service provider is precluded from serving above the allocation level by using donations or other sources of revenue to supplement the number of meals supported by this Agreement);
- 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. Maintain client records in a safe and confidential manner;
- 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, and be legible and easy to read in the language of the majority of the participants;
- 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 Adult Protective Services.

III. Additional Assurances

- A. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.
- B. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.
- C. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.
- D. 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 (10 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	Friday, July 4, 2014
Labor Day	Monday, September 1, 2014
Veterans Day	Tuesday, November 11, 2014
Thanksgiving Holiday	Thursday, November 27, 2014 and Friday, November 28, 2014
Christmas Day (observed)	Thursday, December 25, 2014
New Years Day (observed)	Thursday, January 1, 2015
Martin Luther King Jr. Day	Monday, January 19, 2015
Presidents Day	Monday, February 16, 2015
Memorial Day	Monday, May 25, 2015

(Revised June 2014)

**FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2014-15**

CONTRACTING AGENCY: CITY OF FRESNO
PROGRAM: TITLE III C1 - SITE MANAGEMENT

CONTRACT NO: 15-0310
REVISION NO: _____

A. POSITION TITLE	B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
1. Community Rec Sup II	Salary	100.0%	64,992	25.00%	11,213	5,035			16,248
2. Community Rec Sup I	Salary	100.0%	59,196	75.00%	34,397	10,000			44,397
3. Community Coordintor	Salary	100.0%	57,750	10.00%	1,815	3,960			5,775
4. Services Aide-Clerical	Salary	100.0%	28,080	25.00%	3,015	4,005			7,020
5. Site Monitor	Salary	50.0%	12,096	100.00%				12,096	12,096
6. Site Coordinator -Mosqueda	Salary	50.0%	9,072	100.00%				9,072	9,072
7. Site Coordinator - Pinedale		50.0%	9,072	100.00%				9,072	9,072
8. Site Coordinator - TCW	Salary	50.0%	9,072	100.00%				9,072	9,072
9. Site Coordinator - TCW	Salary	50.0%	9,072	100.00%				9,072	9,072
10.	Salary								
Total Salaries		<i>Page 2 Line 1 a -----></i>			50,440	23,000		48,384	121,824
Total Payroll Taxes		<i>Page 2 Line 1 b -----></i>			840	400		5,032	6,272
Total Benefits		<i>Page 2 Line 1 c -----></i>			32,720	6,600			39,320
TOTAL PERSONNEL COSTS		<i>Page 2 Line 1 -----></i>			84,000	30,000		53,416	167,416

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

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND
Serving Meals, Counting Money, Paperwork, Cleaning Tables, Rolling Silverware	62	70.00	4,340	\$9	39,060
					39,060

Exhibit B

(Revised June 2014)

**FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2014-2015**

CONTRACTING AGENCY: CITY OF FRESNO
PROGRAM: TITLE III C1 - SITE MANAGEMENT

CONTRACT NO: 15-0310
REVISION NO: _____

CATEGORY	A. FMAAA 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	50,440	23,000			48,384	121,824	
b. Payroll Taxes	840	400			5,032	6,272	
c. Employee Benefits & Work. Comp.	32,720	6,600				39,320	
1. PERSONNEL COSTS	84,000	30,000			53,416	167,416	39,060
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:							
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.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	84,000	30,000			53,416	167,416	39,060
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	84,000	30,000			53,416	167,416	39,060

* 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.

Exhibit B

**FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2014-15**

CONTRACTING AGENCY: CITY OF FRESNO
PROGRAM: TITLE III C1 - SITE MANAGEMENT

CONTRACT NO: 15-0310
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	84,000	
2. Program Donations:		
Current Year Program Donations	30,000	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. In-Kind Volunteers		39,060
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a. CDBG Grant	53,416	
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>	167,416	39,060
Total from Page 2, Columns F and G	167,416	39,060
Variance (must be zero)	0	0

Exhibit B

**FRESNO - MADERA AREA AGENCY ON AGING
 SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2014-15**

CONTRACTING AGENCY: CITY OF FRESNO CONTRACT NO: 15-0310
 PROGRAM: TITLE III C1 - SITE MANAGEMENT REVISION NO:

ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Quarter 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 FMAAA / 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 Fresno
CONTRACT NUMBER:	15-0310
SITES:	Six Sites in City of Fresno (See List Below)
CONTRACT EFFECTIVE:	July 1, 2014 to June 30, 2015

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.

Congregate Meal Sites
Lafayette Neighborhood Center
Mary Ella Brown Community Center
Mosqueda Community Center
Pinedale Community Center
Senior Citizens Village
Ted C. Wills Community Center

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 Contract

**Exhibit E - Program Narrative
City of Fresno – Title III C Nutrition Site Management**

1. AGENCY’S HISTORY OF SERVICE TO OLDER ADULTS

City of Fresno	1885
Organization Name	Year Established

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		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
Congregate Nutrition Program	1994

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
Lafayette Neighborhood Center 1516 E Princeton Ave	Fresno	93704
Mary Ella Brown Community Center 1350 E Annadale Ave	Fresno	93706
Mosqueda Community Center 4670 E Butler Ave	Fresno	93702
Pinedale Community Center 7170 N San Pablo Ave	Fresno	93650
Senior Citizens Village 1917 S Chestnut Ave	Fresno	93702
Ted C. Wills Community Center 770 N San Pablo Ave	Fresno	93728

**Exhibit E - Program Narrative
City of Fresno – Title III C Nutrition Site Management**

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

Enter an "X" by the languages spoken by older adults and family caregivers in your service area.		Enter an "X" if language spoken by program staff.	Enter an "X" if language spoken by program volunteers.
X	English	X	X
X	Spanish	X	X
X	Hmong	X	X
	Arabic		
X	Armenian		
	Cantonese		
	Farsi (Persian)		
X	Filipino (Pilipino/Tagalog)		
	Hindi		
	Japanese		
X	Khmer (Cambodian)		
	Khmu		
	Korean		
X	Lao		
	Mandarin (Putonghua)		
	Mien (Yao)		
	Mixteco		
	Portuguese		
	Punjabi		
X	Russian		
	Thai		
	Ukrainian		
	Urdu		
X	Vietnamese		
	Other: _____		

Exhibit E - Program Narrative
City of Fresno – Title III C Nutrition Site Management

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

STAFF OR VOLUNTEERS FLUENT IN RESPECTIVE LANGUAGE WILL TRANSLATE OR INTERPRET DOCUMENTS, PAMPHLETS, MENUS, PRESENTATIONS, DAILY ACTIVITIES AND ASSIST INDIVIDUALS WITH FILLING OUT FORMS.

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

ASSISTANCE/TRANSLATION CAN BE OBTAINED FROM THE FOLLOWING AGENCIES/ORGANIZATIONS: FRESNO CENTER FOR NEW AMERICANS, FIRM, FRESNO METRO MINISTRIES, PARCS STAFF AND LOCAL NON-PROFITS.

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)*

PARTICIPANT INTERVIEWS ARE CONDUCTED IN PRIVATE AND REMAIN CONFIDENTIAL.

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

NUTRITION PROGRAM RECORDS, INCLUDING CLIENT INTAKE FORMS, CLIENT REASSESSMENTS AND PROGRAM REPORTS ARE FILED AND KEPT IN A LOCKED CABINET BEHIND A LOCKED DOOR.

Exhibit E - Program Narrative
City of Fresno – Title III C Nutrition Site Management

Contracted Program:	Title III C Nutrition Site Management
----------------------------	---------------------------------------

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides **Nutrition Site Management**.

THE CITY OF FRESNO PROVIDES CONGREGATE NUTRITION SITE MANAGEMENT AT SIX SAFE LOCATIONS, OFFERING A NUTRITIOUS MEAL, SOCIAL ACTIVITIES, EDUCATIONAL PRESENTATIONS AND RESOURCES TO MAINTAIN AND IMPROVE THE PHYSICAL AND SOCIAL WELL BEING OF OLDER ADULTS

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

Recruited new senior participants to the SHM Program through marketing and informational seminars.

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

Had a nutrition and fitness speaker come to 4 SHM Program sites to speak to participants regarding benefits of eating nutritious & healthy meals, taking care of themselves and getting recommended daily exercise. Participants were advised the lunch they receive meets their daily requirements.

6. CASE STUDY

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

Ted C. Wills couple, married 66 years: My husband and I have been coming to the Hot Meals Program for many years. We always have enjoyed the meals and recreation activities. But the past two years, I have been dealing with Parkinson's Disease. I have a hard time cooking; I really can't cook anymore without the help of someone else. We are thankful for the Hot Meal Program. It's good food, and nutritious for us senior citizens. It's food we should be eating, so we can stay healthy. And besides after we eat, we can play cards together.

**Exhibit E - Program Narrative
City of Fresno – Title III C Nutrition Site Management**

7. STAFFING

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

Name	Title
SHAUN SCHAEFER	COMMUNITY RECREATION SUPERVISOR II
LEVI WINEBRENNER	COMMUNITY RECREATION SUPERVISOR I
DARRYL DU'CHENE	COMMUNITY CORR DINATOR
DANA LIBERTY	SERVICES AIDE – CLERICAL
MONICA LEON	SITE MONITOR
BRENDA BROWN	SITE COORDINATOR - MOSQUEDA
LISHCA HINOJOSA	SITE COORDINATOR - PINEDALE
CARLEEN BRYANT	SITE COORDINATOR - TCW
EOLA MELANCON	SITE COORDINATOR - TCW

***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 Nutrition Site Management program.**

SHAUN SCHAEFER	COMMUNITY RECREATION SUPERVISOR II
<i>Name</i>	<i>Title</i>

559-621-2910	Shaun.Schaefer@fresno.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
City of Fresno – Title III C Nutrition Site Management**

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.)*

Site	Days Open	Start Time	Close Time
Lafayette	M-T-W-Th-F	10 A.M.	1 P.M.
Mary Ella Brown	M-T-W-Th-F	10 A.M.	1 P.M.
Mosqueda	M-T-W-Th-F	9 A.M.	1 P.M.
Pinedale	M-T-W-Th-F	9 A.M.	1 P.M.
Senior Citizens Village	M-T-W-Th-F	10 A.M.	1 P.M.
Ted C. Wills	M-T-W-Th-F	9 A.M.	1 P.M.

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2014	7/4/14	22
August 2014		21
September 2014	9/1/14	21
October 2014		23
November 2014	11/11/14, 11/27/14, 11/28/14	17
December 2014	12/25/14	22
January 2015	1/1/15, 1/19/15	20
February 2015	2/16/15	19
March 2015		22
April 2015		22
May 2015	5/25/15	20
June 2015		22
Total Days of Contracted Service to be Provided under this Agreement:		251

Exhibit E - Program Narrative
City of Fresno – Title III C Nutrition Site Management

9. PROGRAM EVALUATION/IMPROVEMENT

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

Continue to provide training to SHM program staff that provides meal service on a daily basis. The point of emphasis with management and service delivery staff is customer satisfaction in regards to meeting the needs of the participants. Staff will receive educational training and professional videos to accomplish this goal.

How would participants of the **Nutrition program benefit from these improvements?**

Participants would receive a better quality service from the SHM staff that is designed to meet their needs.

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

SHM management leadership added this component to the site coordinators monthly staff meetings. Leadership will bring in speakers and educational materials along with meaningful discussions with staff.

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

We will measure pre/post customer satisfaction survey levels during the effort. Our goal will be to increase satisfaction by 10%.

Exhibit E - Program Narrative
City of Fresno – Title III C Nutrition Site Management

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

Targeted Group of Older Individuals	How will the Targeted Group be informed of the Nutrition program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	Will target faith based organizations around the Mary Ella Brown site.	Nov & April
Greatest economic need <i>(Income level at or below the federal poverty line)</i>	Table providing SHM program information to potential participants, their children and/or caregivers at the September Carnival @ Mosqueda and at the October Kids Fest @ Holmes Playground.	Sept & Oct
Greatest social need <i>(Need caused by non-economic factors)</i>	Will promote the SHM program to older adults who have lost a loved one by inviting those attending the grief discussion group at Mosqueda to stay for a meal.	Nov
Native Americans	The PARCS SHM Staff will target Tribal TANF in order to reach older adults who are Native American. A presentation will be given at Board/Charter meeting along with flyer dispersal.	Jan
Minorities with greatest economic and/or social need	Provide a discussion seminar regarding program essentials and opportunities that exist for older adults.	March
Limited English proficiency	Flyers in both English & Hmong will be given to Fresno Interdenominational Refugee Ministries. Flyers in English & Spanish will be given to Central La Familia and local Faith Based organizations.	Jan – June
Severe disabilities <i>(Severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)</i>	Will partner with Valley Caregiver Resource Center to get information about SHM program to individuals.	Feb
Alzheimer's disease or related disorders with neurological & organic brain dysfunction (and the caregivers of these individuals)	Send an e-mail with information about the SHM program to all service providers working with the protected classes.	May
Lesbian, gay, bisexual, or transgender	Make presentation at the Gay Fresno quarterly meeting with SHM program information.	Nov

Exhibit F

Service Provider Emergency Resource Information

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

Organization	CITY OF FRESNO
Site Name	LAFAYETTE
Street Address	1516 E. PRINCETON AVE.
City/ST/Zip	FRESNO, CA 93704

Primary Contact	SHAUN SCHAEFER		
Job Title	COMMUNITY REC SUP II	E-mail	SHAUN.SCHAEFER@FRESNO.GOV
Office Phone	559-621-2910	Cell Phone	559-696-7899

Secondary Contact:	LEVI WINEBRENNER		
Job Title	COMMUNITY REC SUP I	E-mail	LEVI.WINEBRENNER@FRESNO.GOV
Office Phone	559-621-6688	Cell Phone	559-246-7382

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 type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input 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?	60
How many days can this facility function using its back-up power source?	KNOWN
How many gallons of water are stored on-site as an emergency supply?	NONE

Please list any additional services your site can provide in the event of a disaster: UNKNOWN

Exhibit F

Service Provider Emergency Resource Information

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

Organization	CITY OF FRESNO
Site Name	MARY ELLA BROWN
Street Address	1350 E. ANNADALE AVE.
City/ST/Zip	FRESNO, CA 93706

Primary Contact	SHAUN SCHAEFER		
Job Title	COMMUNITY REC SUP II	E-mail	SHAUN.SCHAEFER@FRESNO.GOV
Office Phone	559-621-2910	Cell Phone	559-696-7899

Secondary Contact:	LEVI WINEBRENNER		
Job Title	COMMUNITY REC SUP I	E-mail	LEVI.WINEBRENNER@FRESNO.GOV
Office Phone	559-621-6688	Cell Phone	559-246-7382

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 type="checkbox"/>	Cooking Facilities	<input type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input 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?	165
How many days can this facility function using its back-up power source?	KNOWN
How many gallons of water are stored on-site as an emergency supply?	NONE

Please list any additional services your site can provide in the event of a disaster: UNKNOWN

Exhibit F

Service Provider Emergency Resource Information

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

Organization	CITY OF FRESNO
Site Name	MOSQUEDA
Street Address	4670 E. BUTLER AVE.
City/ST/Zip	FRESNO, CA 93702

Primary Contact	SHAUN SCHAEFER		
Job Title	COMMUNITY REC SUP II	E-mail	SHAUN.SCHAEFER@FRESNO.GOV
Office Phone	559-621-2910	Cell Phone	559-696-7899

Secondary Contact:	LEVI WINEBRENNER		
Job Title	COMMUNITY REC SUP I	E-mail	LEVI.WINEBRENNER@FRESNO.GOV
Office Phone	559-621-6688	Cell Phone	559-246-7382

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 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?	234
How many days can this facility function using its back-up power source?	KNOWN
How many gallons of water are stored on-site as an emergency supply?	NONE

Please list any additional services your site can provide in the event of a disaster: UNKNOWN

Exhibit F

Service Provider Emergency Resource Information

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

Organization	CITY OF FRESNO
Site Name	PINEDALE
Street Address	7170 N. SAN PABLO AVE.
City/ST/Zip	FRESNO, CA 93702

Primary Contact	SHAUN SCHAEFER		
Job Title	COMMUNITY REC SUP II	E-mail	SHAUN.SCHAEFER@FRESNO.GOV
Office Phone	559-621-2910	Cell Phone	559-696-7899

Secondary Contact:	LEVI WINEBRENNER		
Job Title	COMMUNITY REC SUP I	E-mail	LEVI.WINEBRENNER@FRESNO.GOV
Office Phone	559-621-6688	Cell Phone	559-246-7382

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 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?	252
How many days can this facility function using its back-up power source?	KNOWN
How many gallons of water are stored on-site as an emergency supply?	NONE

Please list any additional services your site can provide in the event of a disaster: UNKNOWN

Exhibit F

Service Provider Emergency Resource Information

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

Organization	CITY OF FRESNO
Site Name	SENIOR CITIZENS VILLAGE
Street Address	1917 S. CHESTNUT AVE.
City/ST/Zip	FRESNO, CA 93702

Primary Contact	SHAUN SCHAEFER		
Job Title	COMMUNITY REC SUP II	E-mail	SHAUN.SCHAEFER@FRESNO.GOV
Office Phone	559-621-2910	Cell Phone	559-696-7899

Secondary Contact:	LEVI WINEBRENNER		
Job Title	COMMUNITY REC SUP I	E-mail	LEVI.WINEBRENNER@FRESNO.GOV
Office Phone	559-621-6688	Cell Phone	559-246-7382

Please check all emergency services that could be provided from this site:			
<input checked="" 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 type="checkbox"/>	Internet Access
<input checked="" type="checkbox"/>	Distribution Site for Food & Water	<input 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?	175
How many days can this facility function using its back-up power source?	KNOWN
How many gallons of water are stored on-site as an emergency supply?	NONE

Please list any additional services your site can provide in the event of a disaster: UNKNOWN

Exhibit F

Service Provider Emergency Resource Information

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

Organization	CITY OF FRESNO
Site Name	TED C. WILLS
Street Address	770 N. SAN PABLO AVE.
City/ST/Zip	FRESNO, CA 93728

Primary Contact	SHAUN SCHAEFER		
Job Title	COMMUNITY REC SUP II	E-mail	SHAUN.SCHAEFER@FRESNO.GOV
Office Phone	559-621-2910	Cell Phone	559-696-7899

Secondary Contact:	LEVI WINEBRENNER		
Job Title	COMMUNITY REC SUP I	E-mail	LEVI.WINEBRENNER@FRESNO.GOV
Office Phone	559-621-6688	Cell Phone	559-246-7382

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 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?	531
How many days can this facility function using its back-up power source?	KNOWN
How many gallons of water are stored on-site as an emergency supply?	NONE

Please list any additional services your site can provide in the event of a disaster: UNKNOWN

Certificate Number	CERTIFICATE OF SELF-INSURANCE	Issue Date
20152069		7/14/2014

City of Fresno Personnel Services Department Risk Management Division Fresno, CA 93721-3612 (559) 621-6900	COVERAGE AFFORDED BY THIS CERTIFICATE IN NO EVENT EXCEEDS THE COVERAGE AFFORDED BELOW. THIS COVERAGE DOES NOT EXTEND TO THE SOLE NEGLIGENCE OR WILFUL MISCONDUCT OF THE ADDITIONAL INSURED.
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COVERAGES

THIS IS TO CERTIFY THAT THE CITY IS SELF-INSURED FOR THE COVERAGE AND PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE FOR GENERAL LIABILITY AND AUTO LIABILITY IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE SPECIAL EXCESS LIABILITY POLICY FOR PUBLIC ENTITIES, WHICH THE CITY MIRRORS IN PROVIDING THIS SELF-INSURANCE.

Type of Coverage	Effective Date	Expiration Date	Limits of Liability	
General Liability	07/01/2014	07/01/2015	Each occurrence	\$3,000,000
Automobile Liability	07/01/2014	07/01/2015	Combined Single Limit (each accident)	\$3,000,000
Workers' Compensation			Statutory Limits	
Employer's Liability			Each Accident Disease - Each employee Disease - Policy Limit	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Fresno-Madera Area Agency on Aging (FMAAA) its officers, agents, employees, and servants are included as additional insureds with respect to work performed for the FMAAA under this Agreement: Contract No. 15-0310, Site Management.

CERTIFICATE HOLDER	CANCELLATION
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Fresno-Madera Area Agency on Aging 3837 N. Clark Street Fresno, CA 93726	COVERAGE IS IN EFFECT AS STATED ABOVE AND WILL NOT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, EXCEPT UPON 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.
	City of Fresno  Roy Angel, Risk Manager

City of Fresno
Parks, After School, Recreation and Community Services Department
Senior Hot Meals and Recreation Program (SHM)



COMMUNITY RECREATION SUPERVISOR II

Class Definition

Under direction, supervises the day-to-day activities of one or more community centers or City-wide or District-wide community service or recreational programs.

Distinguishing Characteristics

Community Recreation Supervisor II is a specialized, supervisory class in the Parks, Recreation, and Community Services Department. Incumbents supervise the day-to-day activities of one or more community centers or the social, recreational, cultural, senior citizens, therapeutic, and/or physical development programs provided to the community. These programs include civic/cultural arts, sports, after school recreation, counseling and/or workshops for youth, adults, and senior citizens. Incumbents are also given considerable latitude in accomplishing assignments. This class is distinguished from Community Recreation Supervisor I in that incumbents of the latter supervise the day-to-day activities of community centers, neighborhood parks, neighborhood centers, or a segment of the community service or recreational programs within established guidelines and procedures.

Typical Tasks

(This list is neither inclusive nor exclusive. Consequently, this information may not reflect Essential Functions for this class.)

Plans, implements and evaluates community service programs.

Consults with administrative staff, school principals and various school officials regarding the provision of facilities, personnel, and programs utilizing school facilities.

Makes inspections of recreational facilities; reviews operating activity records and reports.

Evaluates programs to ascertain efficiency and effectiveness of personnel assigned and type of in-service training required; advises and instructs personnel on methods and techniques for improving programs.

Studies and makes recommendations on equipment and materials needed for various playgrounds, centers, pools and their programs.

Makes presentations before clubs and organizations regarding community service programs; assists organizations and civic groups in utilization of the programs and facilities offered by the City.

Orients, trains, assigns and evaluates subordinates.

Reviews programs with neighborhood councils and private agencies.

Acts as liaison between the division and various boards and commissions, and a variety of public and private agencies in co-sponsored programs.

Supervises and coordinates the activities and operations of a large community center or several smaller centers.

Prepares correspondence, informational statements, reports, and budget requests on the operations of a Community Center and/or program activities.

Supervises the collection and analysis of programmatic data and preparation of staff reports.

Issues permits for use of sports fields and tennis courts and secures permits for use of school facilities.

Assigns sports officials to league games and keeps records of leagues.

Performs related duties as required.

Knowledge, Abilities, and Skills

Knowledge of the principles, practices, procedures, and techniques employed in public recreation programs.

Knowledge of the purposes of clubs, centers or other units established to meet the leisure time and recreational needs of community groups including children, adults and senior citizens.

Knowledge of the methods involved in organizing, conducting and supervising recreation activities.

Knowledge of the facilities and equipment needed in a broad recreation program.

Knowledge of the principles of municipal administration and budgeting, and federal and state grant program rules and regulations.

Knowledge of first aid methods and safety precautions used in recreation work.

Ability to understand the various community social conditions throughout the City to determine special recreation needs.

Ability to train and supervise the personnel required to execute the authorized recreational programs.

Ability to establish and maintain effective working relationships.

Ability to speak and write clearly and concisely.

Ability to establish and maintain effective operating records and reports.

Minimum Qualifications

Graduation from an accredited college or university with a Bachelor's Degree in recreation, education, physical education, public administration, or related field; and two years of experience similar to that gained as a Community Recreation Supervisor I with the City of Fresno. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

SHAUN R. SCHAEFER, MA

Shaun.Schaefer@fresno.gov

37101 Avenue 12 ¼ ● Madera, California 93638 ● (559) 696-7899

~ General Business Management – Leadership and Organizational Development ~

Results – oriented leader with over 25 year portfolio of successful programming, strategic marketing, project development, direction and management; innovative thinker driving community partnerships and customer return on investments to increase contracts, enhance performance, and increase revenue and participation in order to achieve maximum utilization of facilities, resources and staff; community team builder with sound budgetary management and fiscal accountability.

Expertise Includes:

- Strategic Project Leadership
 - Entrepreneurial Contract Service Development
 - Cross-Functional Team Leadership
 - Customer Service Assessments & Campaigns
 - Grant Acquisition & Fundraising
 - Creative Outreach Strategies
 - Marketing & Communications
 - Budget Building & Administration
 - Corporate, Non-Profit & Foundation Relations
 - Government & Media Relations
 - External, Internal & Community Relations
 - Stakeholder Relations
-

PROFESSIONAL EXPERIENCE

CITY OF FRESNO, PARCS DEPARTMENT, Fresno, CA

1985 – Present

Community Recreation Supervisor II

2010 – Present

- PARCS Mayoral Initiative Campaign of Adopt-a-Park and Go Green and Clean will eclipse \$1,000,000 (current value \$927,813) of community service work value by 16,012 volunteers in early 2014 with 60,326 of volunteer hours to supplement and enhance PARCS Planned Maintenance and Public Works Landscape Maintenance Service.
- Managed Division and staff through unprecedented organizational downsizing while maintaining and in some cases increasing service levels.
- Directed stakeholder meetings with Pinedale Community Association, Hinton Multicultural Community Center Board, Chicano Youth Center, Leadership Fresno, Church of Latter Day Saints, and Reading and Beyond to educate and garner partnership support for service and events.
- Crafted and provided unique annual events of “Mosqueda Carnaval and Mosqueda Idol” at the Mosqueda Community Center (Council District 5). The events boosted community support, service awareness and appreciation for PARCS services and brand.
- PARCS Lead for FUN and has managed fundraisers (Annual Charity Golf Tournaments) to over \$100,000 of net proceeds which have sent thousands of inner-city youth to summer camps since 2006 and generated over \$1,000,000 of grants, fundraising and donations.
- In 2013 assisted in acquisition of \$60,000 community grant from Kaiser Permanente that enabled PARCS to open up four (4) closed learner pools for the summer aquatics program.
- In 2013 assisted in the opening of the California & Elm Community Center/Gynasium by developing the relationship, business plan and contract with lead community based organization lead – Leadership 1st, Boise, Idaho.

- Rebranded contracted services programs to solidify service to vendors and created overhead charge to recoup staff for direct service time.

Recreation Manger, Community Services Division**2007 – 2010**

Responsible for Community Services Division and providing exemplary service, capital improvement and management in the areas of Senior Hot Meals, local area school district contracted services (Elementary Spark Physical Fitness Community Science, Life and Enviromental Science Program, High School Youth Job Prep Program (YJPP), Summer Aquatics Program, Community Center Reservations, Volunteer and Work Experience Programs, Neighborhood Park Services at Mosqueda Community Center and Granny's Science Center, Community Special Events, Community Based Organization (CBO) Management at Dickey Youth Development Center, Dog Parks, Department Special Projects and PARCS 501(c)3 non-profit Fresno United Neighborhoods (FUN).

- Working Fresno County, City of Fresno Human Resources and Personnel Department and the United States Economic Stimulus Program, acquired funding to stave off layoffs for over a hundred City of Fresno workers and continue services.
- In 2008 assisted in the opening of the Dickey Youth Development Center and fostered partnerships with stakeholders, the Chicano Youth Center and the community; building developed into a tremendous community asset.
- In conjunction with Department Director handled media and public appearances to educate and inform public with television, radio, print media and public meetings.
- Transformed in 2009 the discontinued After School Recreation Enrichment Program (ASR) with Fresno Unified School District (FUSD) and changed services to physical fitness and nutrition program (SPARK); program is core piece of FUSD elementary after school program, fiscally sustainable and thriving.
- Awarded 2009 'Achievement Award' for the Youth Job Prep Program (Fresno BEST) by the California Parks and Recreation Society (CPRS).
- Awarded 2010 'Bright Idea Award' from the Harvard University School of Business for the Youth Job Prep Program.
- Ignited working relationships with Fresno State University, Fresno Pacific University, Fresno City College, Fresno Unified School District and Fresno County to create opportunities for youth, volunteerism services, education and employment (current and future).

Community Recreation Supervisor II**2005 – 2007**

Served as lead for direct service programming in the Community Services Division under the lead of the Division Manager; supervised a team of six (6) supervisors and community coordinators. Built Mayoral Initiative High School Job Skills Development Program Fresno BEST and expanded it to provide service to all FUSD High Schools. Implemented Mayor Technology Access Initiative of Fresno Connect which provided computer access and programming at PARCS Community Centers and Neighborhood Parks. Implemented Mayoral Initiative to provide employment opportunities to Fresno citizens with the Mayor's Job Initiative (MJI). Evaluated programs to ascertain efficiency and effectiveness of resources, outcomes and staff.

Ultimately, promoted to Community Services Division Manager for the PARCS Department.

Community Recreation Supervisor I**1996 – 2005**

Supervised services and employees in the areas of Adult Sports, Youth Sports, Senior Hot Meals, Summer Aquatics Program, After School Recreation, Neighborhood Parks and Community Centers recreation, Sack Lunch Program, Therapeutic Recreation, Special Events, grant awarded programs, contracted service programming and fee for service programming. Assisted in the assessment, planning and administering of community recreational programs to provide for the social and recreational needs of the community.

- In 1997 was assigned to the PARCS Adult Sports program and was given seven (7) months by Director to turn program around or program would be discontinued; increased annual softball team participation 189% (222 teams to 641 teams) in one (1) year, streamlined site management expenses; current program model today is a direct descendant of this transformation.
- In 2002 created 'Bitty Sports – Youth Sports' fee for service program that created a Saturday format that added baseball, basketball, flag-football, soccer, martial arts to the PARCS Department antiquated T-Ball program; the Bitty Sports – Youth Sports model is the current model utilized by PARCS.

Lifeguard, Pool Manager and Services Aide**1985 – 1995**

Provided temporary services to PARCS Department for seasonal aquatics program, neighborhood parks and after school elementary recreational services.

CALWA RECREATION and PARK DISTRICT, Fresno, CA**1988 – 1994*****Adults Sports Coordinator***

Led softball complex after Fresport Softball Complex shutdown in North West Fresno and transitioned hundreds of teams to South East Fresno venue; possessed larger tournament and team participation numbers than the City of Fresno PARCS Department Adult Sports Program.

Ultimately, was recruited by the City of Fresno PARCS Department to transform the Adults Sports Program.

EDUCATION & TRAINING

Bachelor's of Arts – California State University Fresno, Fresno, CA

Major: English

Master's of Arts – Fresno Pacific University, Fresno, CA

Leadership Studies, School of Business

Certification in Sports Officiating – Amateur Softball Association (ASA) and California Inner-Scholastic Federation (CIF)

Certification in Lifeguarding – American Red Cross

AFFILIATIONS

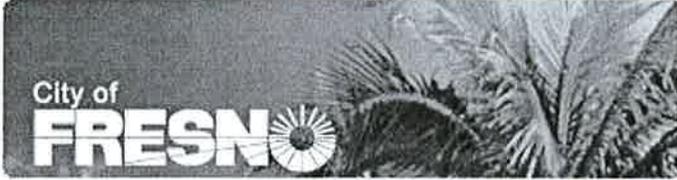
Current Sports Official, San Joaquin Valley Officials Association

Current Member of Golden Valley Chamber of Commerce

Member, California Parks and Recreation Society

Past Member, Leadership Fresno

Past Member, Fresno Rotary Club



- FOR RESIDENTS
- FOR BUSINESSES
- FOR VISITORS
- GOVERNMENT
- DISCOVER FRESNO
- NEWS

**I WANT TO...
VIEW**

Welcome to the City of Fresno, City Council Home Page

Contact Us
 Fresno City Council
 2600 Fresno Street
 Room 2097
 Fresno, CA 93721
 (559) 621-8000
 E-Mail Us
 Department Home

GOVERNMENT

CITY COUNCIL

- Mayor's Office
- City Council
- Blong Xiong, District 1
- Steve Brandau, District 2
- Oliver L. Baines III, District 3
- Paul Caprioglio, District 4
- Sal Quintero, District 5
- Lee Brand, District 6
- Clint Olivier, District 7
- Contact City Council
- City Manager
- City Clerk
- City Attorney
- Department Directory
- Services Directory
- City Budget
- Disability Advisory Commission
- eGov Services
- One Call Center

District 1
District 2
District 3

District 4
District 5
District 6

District 7
District Locator
Live Broadcast

To contact any of the Council Members, please call (559) 621-8000

Blong Xiong
Councilmember District 1
Email FAX (559) 268-1043

Sal Quintero
Councilmember District 5
Email FAX (559) 490-5395

Steve Brandau
Councilmember District 2
Email FAX (559) 621-7892

Lee Brand
Councilmember District 6
Email FAX (559) 621-7896

Oliver L. Baines III
Councilmember District 3
Email FAX (559) 621-7893

Clint Olivier
Councilmember District 7
Email FAX (559) 498-2541

Paul Caprioglio
Councilmember District 4
Email FAX (559) 621-7848

Statement of Economic Interests

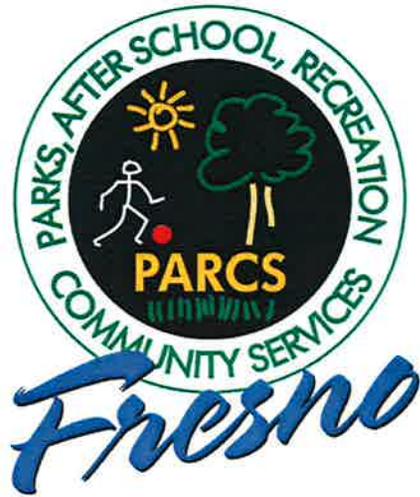
Council Agendas & Minutes

Council District Locator

2014 Council Meeting Schedule

Not sure which Council District you're located in? Please use our Council District Locator for assistance

**Report of Public Official Appointments
FPPC Form 806**

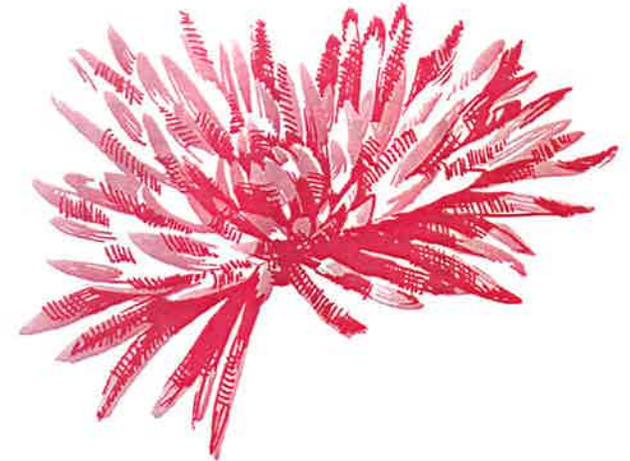


The Parks, After School, Recreation and Community Services Department (PARCS) enriches the lives of Fresno citizens by investing in parks, open space and by providing diverse opportunities for human development and social interaction.

City of Fresno
Parks, After School, Recreation and Community Services
848 M Street
Third Floor
Fresno, CA 93721-2760



SENIOR HOT MEALS AND RECREATION PROGRAM



City of Fresno a culture of excellence where people get the best every day.

Mission Statement

The City of Fresno's Parks, After School, Recreation and Community Services Department is pleased to provide a quality lunch and recreation program for older adults. Our nutrition and social programs are operated at 6 sites throughout the City of Fresno. Lunch is served Monday through Friday (excluding holidays) at Community, Neighborhood and Senior Residential Centers.

Suggested contribution for a hot meal is \$1.50 for adults 60 years and older. The contribution is kept confidential and no one will be denied a meal due to the inability to donate the suggested amount. Those 59 and younger are welcome, but will be charged \$3.50 per lunch. The Senior Hot Meals and Recreation Program is funded by a Community Development Block Grant (CDBG), City of Fresno General Fund and by the Fresno-Madera Area Agency on Aging (FMAAA).

In addition to serving lunches, a friendly social environment is offered, which provides the opportunity to build new friendships and expand your interests. Activities include, but are not limited to:

Ceramics - Exercise
Special Events - Monthly Social Dances
Volunteer Opportunities

Each center is unique in it's own activities, please call for specific information. Don't sit at home alone. Visit the site nearest you to enjoy a nutritious hot lunch, recreation activities, and the company of others.

For additional information on the services provided through the City of Fresno Senior Hot Meals and Recreation Program call **559.621.2900**.

Visit our website [www.fresno.gov/
SeniorConnection](http://www.fresno.gov/SeniorConnection)

Program Locations & Hours



Lafayette Neighborhood Center
1516 E. Princeton Ave.
10 a.m. to 1 p.m.

Mary Ella Brown Community Center
1350 E. Annadale Ave.
10 a.m. to 1 p.m.

Mosqueda Community Center
4670 E. Butler Ave.
9 a.m. to 1 p.m.

Pinedale Community Center
7170 N. San Pablo Ave.
9 a.m. to 1 p.m.

Senior Citizens Village
1917 S. Chestnut Ave.
10 a.m. to 1 p.m.

Ted C. Wills Community Center
770 N. San Pablo Ave.
9 a.m. to 1 p.m.



ENTERED

