

DATE SUBMITTED August 30, 2017  
 SUBMITTED BY Ember Haller  
 DATE ACTION REQUIRED September 6, 2017

COUNCIL ACTION   
 PUBLIC HEARING REQUIRED   
 RESOLUTION   
 ORDINANCE 1<sup>ST</sup> READING   
 ORDINANCE 2<sup>ND</sup> READING   
 CITY CLERK'S INITIALS gh

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: ACTION/DISCUSSION 1. RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE WALK WITH EASE AND ACTIVE LIVING EVERY DAY GRANTS  DEPARTMENT INVOLVED: DEPARTMENT OF COMMUNITY SERVICES	
BACKGROUND/SUMMARY:  The City of Imperial Department of Community Services was awarded \$6,000.00 by the California Arthritis Partnership Program and National Recreation and Park Association to implement the Walk With Ease and Active Living Every Day Senior Programming. As a condition of receipt of grant funds the City of Imperial must adopt a resolution agreeing to certifications as set forth in Form CCC-307.  Please see attached forms for more information.	
FISCAL IMPACT:	F.O. INITIALS _____
STAFF RECOMMENDATION: It is the Department of Community Services recommendation that the City Council of the City of Imperial adopt the resolution authorizing the City Manager to execute the agreement and Form CCC-307 certification on behalf of the City of Imperial with the California Arthritis Partnership Program.	
MANAGER'S RECOMMENDATION:	MANAGER'S INITIALS <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>
MOTION:   SECONDED: APPROVED <input type="checkbox"/> REJECTED <input type="checkbox"/> AYES: DISAPPROVED <input type="checkbox"/> DEFERRED <input type="checkbox"/> NAYES: ABSENT: REFERRED TO:	

**RESOLUTION NO. 2017-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL  
AUTHORIZING THE CITY MANAGER TO EXECUTE WALK WITH EASE AND  
ACTIVE LIVING EVERY DAY GRANTS STD. 2013 AGREEMENT AND FORM CCC-  
307 CERTIFICATION WITH CALIFORNIA ARTHRITIS PARTNERSHIP PROGRAM**

**WHEREAS**, the Community Services Department received grants funded by the Centers for Disease Control and Prevention and awarded by the National Recreation and Parks Association, to train instructors for both the Walk With Ease (WWE) and Active Living Every Day (ALED) programs; and

**WHEREAS**, there are three sessions lasting six weeks each for the WWE program and three sessions lasting twelve weeks each for the ALED program; and

**WHEREAS**, Community Services was awarded \$6,000 by the California Arthritis Partnership Program to offset the cost of marketing and promotion of WWE and ALED in the City of Imperial; and

**WHEREAS**, the City of Imperial must adopt a Resolution agreeing to Certifications as set forth in Form CCC-307 (Certification).

**NOW, THEREFORE, BE IT RESOLVED** that the Imperial City Council does hereby adopt Resolution No. 2017-41, authorizing the City Manager to execute the Std. 2013 agreement and Form CCD-307 Certification on behalf of the City of Imperial with the California Arthritis Partnership Program, as a condition of receipt of grant funds to market the Walk With Ease and Active Living Every Day programs.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Imperial this 6<sup>th</sup> day of September 2017.

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James Tucker, Mayor

ATTEST:

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Debra Jackson, City Clerk

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
 Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
 Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
 Initials business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
City of Imperial Department of Community Services	95-6000725
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
Stephan T. Chatwin, City Manager	
<i>Date Executed</i>	<i>Executed in the County and State of</i>
 	Imperial, CA

**EXHIBIT A**  
**Scope of Work**

**1. Service Overview**

Contractor will perform the activities described herein.

- A. The Contractor will implement the evidence-based interventions for arthritis, Active Living Every Day (ALED) and Walk With Ease (WWE) program deliverables.
- B. The Contractor shall provide the specific services, deliverables, and objectives specified in the approved Scope of Work (SOW) and any subsequent formal amendments approved in writing as required pursuant to this agreement.
- C. The Contractor shall cooperate with the California Department of Public Health (CDPH) or its designee, the California Arthritis Partnership Program (CAPP) by participating in meetings, site visits and/or trainings as CDPH may deem necessary to monitor Contractor compliance with the agreement.

**2. Service Location**

City of Imperial Department of Community Services  
124 W. 9th Street, Suite A  
Imperial, CA 92251

**3. Service Hours**

The services shall be provided during normal Contractor working days and hours, excluding national and state holidays.

**4. Project Representatives**

- A. The project representatives during the term of this agreement will be:

<b>California Department of Public Health</b> Marilyn Kempster, Program Director Chronic Disease Control Branch (CDCB)	<b>City of Imperial</b> Stefan Chatwin, City Manager City of Imperial
Telephone: (916) 552-9923 Fax: (916) 552-9729 Email: Marilyn.kempster@cdph.ca.gov	Telephone: (760)355-4373 Email: schatwin@cityofimperial.org

B. Direct all inquiries to:

<b>California Department of Public Health</b> California Arthritis Partnership Program Attention: Marilyn Kempster 1616 Capitol Avenue, Suite 74.420 P.O. Box 997377, MS 7210 Sacramento, CA 95899-7377  Telephone: (916) 552-9923 Fax: (916) 552-9729 Email: marilyn.kempster@cdph.ca.gov	<b>City of Imperial Department of Community Services</b> Ember Haller, Director City of Imperial Department of Community Services  Telephone: (760)355-3316 Email: ehaller@cityofimperial.org
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**5. Licensure and Staffing**

Contractor shall ensure and maintain the following:

- A. Applicable facilities shall provide a safe and appropriate environment to meet contract objectives.
- B. Employs staff who has undergone appropriate training for their scope of practice.
- C. Recruits, trains and maintains sufficient staff to meet contract deliverables.

**6. CDPH Responsibilities**

- A. CDPH is responsible for contract monitoring.
- B. CDPH shall provide access to businesses and technical documents, as necessary, for the contractor to complete the tasks in this agreement.

**7. Acceptance Criteria**

It shall be CDPH's sole determination as to whether a deliverable has been successfully completed and is acceptable. Acceptance criteria shall consist of the following:

- A. Deliverables must be clearly written and submitted in accordance to the specified target completion dates in the SOW.
- B. The Contractor shall have 10 working days to remedy the deficiencies noted by CDPH staff.

See the following pages for a detailed description of the services to be performed.

Objectives/Activities	Evaluation/Tracking Measures	Target Completion Date(s)
<p><b>Activity 1.1:</b> Contractor will hold at least 3 in-person 12-week ALED programs, engaging at least 60 participants by June 30, 2018. The first 12-week session must be implemented before November 2017.</p>	<ul style="list-style-type: none"> <li>• Number of ALED (12-week) programs held</li> <li>• Number of total participants per ALED (12-week) program</li> <li>• Number of people exposed to ALED marketing materials</li> <li>• Program description – dates, times, locations, and frequency of the class</li> <li>• Number of instructors trained</li> <li>• Success stories and photos from the participants</li> </ul>	<p>June 30, 2018</p>
<p><b>Activity 1.2:</b> Contractor will hold at least 3 in-person six-week WWE sessions, engaging at least 60 participants by June 30, 2018. The first 6-week session must be implemented before November 2017.</p>	<ul style="list-style-type: none"> <li>• Number of unique participants per 6-week session</li> <li>• Number of people exposed to WWE marketing materials</li> <li>• Number of total participants (this number includes those that may participate in more than one 6-week session)</li> <li>• Program description – dates, times, locations, and frequency of the class</li> <li>• Number of instructors trained</li> <li>• Success stories and photos from the participants</li> </ul>	<p>June 30, 2018</p>
<p><b>Activity 1.3:</b> Submit progress reports to the National Recreation and Parks Association (NRPA) per NRPA reporting guidelines and schedule. (Reporting template will be furnished)</p>	<ul style="list-style-type: none"> <li>• Reports submitted to NRPA per NRPA schedule</li> </ul>	<p>June 30, 2018</p>