



# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Lea Salas, Administrative Director  
**Reference:** Agenda Item  
**Date of memo:** May 22, 2019  
**Date of Board Meeting:** June 4, 2019

**Requested Action:** Resolution approving the Personal Services Agreement between the County of Shasta through its Department of Housing and Community Action Programs, and the County of Sierra for the purpose of participating in a collaborative effort known as the Homeless Management Information System (“HMIS”) and authorizing the Administrative Director of Behavioral Health to sign the agreement.

**Mandated by:**

## Funding

Budgeted? YesX No

Revenue	0	Mental Health Services Act (MHSA)
Expenses	0	Mental Health Services Act (MHSA)
Difference	0	

**Background Information:** The Redding/Shasta County Homeless Continuum of Care (“CoC”) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues in the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou.

Shasta has agreed to be the lead agency. The CoC has designated Shasta to operate the CoC’s Homeless Management Information System (“HMIS”) on behalf of the COC as the lead agency.

The software (HMIS) provides the county a mean to track homelessness within its borders which may be used to provide funding opportunities that are offered throughout the CoC and HUD housing. This coalition evaluates the funding opportunities and makes recommendations on which ones will be applicable to individualized county needs.

**Potential Issues to consider: None**

**Alternatives or Impacts of disapproval:** Working under Shasta County as lead this affords Sierra County access to the HMIS system, policy and procedures, and funding opportunities to all of its collation members.

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION NO. \_\_\_\_\_**

**IN THE MATTER OF APPROVING THE PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA, THROUGH ITS DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS, AND THE COUNTY OF SIERRA FOR THE PURPOSE OF PARTICIPATING IN A COLLABORATIVE EFFORT KNOWN AS THE HOMELESS MANAGAGEMENT INFORMATION SYSTEM (“HMIS”) AND AUTHORIZING THE ADMINISTRATIVE DIRECTOR OF BEHAVIORAL HEALTH TO SIGN THE AGREEMENT**

**WHEREAS**, The Redding/Shasta County Homeless Continuum of Care (“CoC”) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues in the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou;

**WHEREAS**, The CoC has designated Shasta to operate the CoC’s Homeless Management Information System (“HMIS”) on behalf of the COC as the lead agency

**WHEREAS**, The software (HMIS) provides the county a mean to track homelessness within its borders which may be used to provide funding opportunities that are offered throughout the CoC and HUD housing. This coalition evaluates the funding opportunities and makes recommendations on which ones will be applicable to individualized county needs

**NOW THEREFORE BE IT RESOLVED**, the Sierra County Board of Supervisors authorizes Lea Salas, Administrative Director of Behavioral Health, or designee, to sign the agreement.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 4th day of June, 2019, by the following vote:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

\_\_\_\_\_  
PAUL ROEN  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**  
  
\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_

HEATHER FOSTER  
Clerk of the Board

DAVID PRENTICE  
County Counsel

**PERSONAL SERVICES AND SUBLICENSE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND SIERRA COUNTY**

This agreement is entered into between the County of Shasta, through its Department of Housing and Community Action Programs, a political subdivision of the State of California (“County”) and County of Sierra, through its Behavioral Health Department, a political subdivision of the State of California (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of participating in a collaborative effort known as the Homeless Management Information System (“HMIS”).

**RECITALS**

**WHEREAS**, the Redding/Shasta Homeless Continuum of Care (“CoC”) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues in the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou; and

**WHEREAS**, the CoC has designated the Shasta County to operate the CoC’s HMIS on behalf of the CoC as the Lead Agency; and

**WHEREAS**, County has agreed to be the Lead Agency; and

**WHEREAS**, County and Consultant both are participants in the CoC; and

**WHEREAS**, County has entered into a separate Agreement with Wellsky Corporation which Agreement is dated and effective October 31, 2018, (entitled, “PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND WELLSKY CORPORATION”), pursuant to which County has purchased licenses for ServicePoint for use by County and authorized users as designated by County within the CoC; and

**WHEREAS**, ServicePoint is a web-based HMIS software program designed to track, manage, coordinate, and client services;

**WHEREAS**, County desires to provide to Consultant, and Consultant desires to use, one or more of the ServicePoint licenses purchased by County, for the HMIS; and

**WHEREAS**, Consultant represents that it has the capability, experience, and expertise necessary to carry out the terms and conditions of this Agreement;

**NOW, THEREFORE**, County and Consultant agree as follows:

**Section 1A. DEFINITIONS.**

- A. “Cloud Services” means, collectively, the Wellsky software as a service offering listed in this Agreement and defined in the Documentation.
- B. “Confidential Information” means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and

architecture of the database, , and (v) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either disclosed in writing and clearly marked as confidential at the time of disclosure or disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. “Confidential Information” shall not include information that is any one or more of the following: (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third party not under an obligation of confidentiality.

- C. “Documentation” means the most recent documentation of the functional operation of ServicePoint, the Licensed Software and Cloud Services. A copy of the Documentation is available online at <https://portals.force.com/mediware/login>.
- D. “HMIS” means Homeless Management Information System.
- E. “HUD” means the United States Department of Housing and Urban Development.
- F. “Licensed User” means a permitted user approved by the County’s System Administrator of Licensed Software, Sublicensed Software and Cloud Services.
- G. “Licensed Software” means the HMIS called ServicePoint, the object code version of computer programs developed by Wellsky, including Updates furnished to County by Wellsky pursuant to the County’s October 31, 2018, Agreement with Wellsky, but excluding all Sublicensed Software or third-party software.
- H. “Sublicensed Software” shall mean those programs provided to Wellsky by a third party, which Wellsky sublicenses to County hereunder, for use with the Licensed Software, and any Updates thereto provided to County by Wellsky.
- I. “System Administrator” means the County employee or employees designated by the Housing and Community Action Programs Director who provides training and support for local agencies, monitors data quality, prepares reports as necessary for funding sources, and oversees HMIS duties.
- J. “Test Scripts” means Wellsky’s test scripts designed by Wellsky
- K. “CallPoint Module” means a module within ServicePoint designed to log calls, capture information about callers and refer callers to appropriate community providers.
- L. “EligibilityPoint Module” means a module within ServicePoint designed to provide a consolidated view of client needs and assessed eligibility for efficient and accurate referrals.

- M. “Work Product” means any technology, documentation, software, procedures developed, conceived, or introduced by Wellsky in the course of Wellsky performing Services, whether acting alone or in conjunction with County or its employees, Licensed Users, affiliates, or others designs, inventions, methodologies, techniques, discoveries, know-how, show-how, and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections, and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Comply with the HMIS Policies and Procedures Manual (“Manual”), as may be amended from time to time in accordance with section 6. C. of this agreement. The Manual is attached to and incorporated to this agreement by reference as Attachment A.
- B. Timely enter correct, accurate, reliable, and complete client data into ServicePoint, including the modules ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint, CallPoint, EligibilityPoint, and SkanPoint, within the timeframe as specified in the Manual. Whenever feasible, Consultant shall upload client-provided or other relevant documents into the client’s respective ServicePoint record.
- C. Consultant, its employees, volunteers, and its Licensed Users, shall not:
- a. Sell, resell, lease, lend, or otherwise make available or accessible ServicePoint or the Cloud Services to a third party; and
  - b. Modify, adapt, translate, or make derivative works of ServicePoint software application or Cloud Services; and
  - c. Sublicense or operate Servicepoint or the Cloud Services software for timesharing, outsourcing or service bureau operations.
- D. Prevent unauthorized access and use of the Cloud Services and shall also prevent and guard against unauthorized use, breach, access, disclosure, or dissemination or any and all content, information, records, and data stored or maintained in or by ServicePoint or the Licensed Software. In the event of any suspected or confirmed violation of this provision, Consultant shall immediately notify County and the System Administrator of such violation or breach and Consultant shall ensure that it takes all reasonable steps to promptly resolve and remedy said violation.
- E. Limit the number of its users of ServicePoint to no more than the total number of single user licenses purchased by County as set forth in Section 2(A).
- F. Attend quarterly HMIS user meetings.

- G. Maintain familiarity, understanding, and compliance with all applicable laws, rules, regulations, and policies pertaining to HMIS and the provision of all services, actions, or obligations relating thereto.
- H. Take all other reasonably necessary steps, functions and work, as determined by County, as may be required for compliance with the Manual, HMIS rules and regulations, and as may otherwise be required in order for County to abide by the terms and conditions of the County's October 31, 2018 Agreement with Wellsky.
- I. Be responsible for providing its own computer, computer equipment, and components necessary to effectively and properly utilize the Licensed Software. County shall have no obligation to furnish or otherwise provide to Consultant any such computers, computer equipment, or components.

**Section 2. RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall:

- A. Purchase two (2) ServicePoint single user licenses for use by Consultant's Licensed Users.
- B. Through its System Administrator, grant and provide to Consultant two (2) limited term, non-exclusive, non-transferable user licenses for the Licensed Software, including ServicePoint software and the modules ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint, CallPoint, EligibilityPoint, and SkanPoint.
- C. Review quality of data entered by Consultant into ServicePoint in accordance with Attachment A.
- D. Host quarterly HMIS user meetings.
- E. Act as the "Lead Agency" in accordance with the Manual.

**Section 3. COMPENSATION.**

- A. Neither Party shall receive monetary compensation for the services described in this agreement.
- B. Consultant's violation or breach of agreement terms may result in termination of agreement.

**Section 4. TERM OF AGREEMENT.**

This agreement shall commence as of the last date it has been signed by both Parties and shall end October 31, 2019.

**Section 5. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fail to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 30 days' written notice.
- C. Consultant may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by Shasta County Board of Supervisors or his/her designee, or by the Director of the County's Department of Housing and Community Action Programs Director ("Director") or his/her designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. Should this agreement be terminated, County shall promptly suspend Consultant access to ServicePoint software.
- G. Failure to use the Licensed Software and updates thereto in accordance with agreement, or applicable law, or both, is material breach of this agreement.

**Section 6. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and County, provided that the amendment is in substantially the same format as the County's standard format

amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. Notwithstanding section 6.B. of this agreement, County may amend Attachment A by following the procedure established in Sections 4.2 and 4.3 of Attachment A.
- D. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- E. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 8. EMPLOYMENT STATUS OF CONSULTANT.**

During the entire term of this agreement, both Parties are to be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either Party to exercise discretion or control over the professional manner in which either Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by either Party shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Both Parties shall be fully responsible for payment of all taxes due to the State of California or the federal government. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit.

**Section 9. INDEMNIFICATION.**

Each Party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damage are caused by or result from the negligent or intentional acts or omission of the indemnifying party, its officers, agents or employees.

**Section 10. INSURANCE COVERAGE.**

Without limiting the indemnification of either Party to this Agreement, each Party shall maintain or cause to be maintained the following insurance coverage: (1) a policy of Commercial General Liability with limits of liability of not less than \$1 million per occurrence; (2) a policy of Workers' Compensation providing statutory coverage; and (3) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement.

**Section 11. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

**Section 12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Both Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Neither Party shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Both Parties represent that they are in compliance with and agrees that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 13. ACCESS TO RECORDS; RECORDS RETENTION.**

County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after expiration of this contract. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Either Party's failure to comply with state and federal child, family, and spousal support reporting requirements regarding either Party's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Either Party's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 15. LICENSES AND PERMITS.**

Each Party's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by either Party.

**Section 16. PERFORMANCE STANDARDS.**

Each Party shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to each Party's work or services.

**Section 17. CONFLICTS OF INTEREST.**

Neither Party's officers nor employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 18. NOTICES.**

- A. Except as provided in section 5.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Director  
Shasta County Department of Housing and  
Community Action Programs  
1450 Court Street, Suite 108  
Redding, CA 96001  
Telephone: (530) 225-5160  
Fax: (530) 225-5178

If to Consultant:                  Lea Salas, Director  
Sierra County Behavioral Health  
PO Box 265  
Loyalton, CA 96118  
Telephone: (530) 993-6746  
Fax: (530) 993-6759  
Email: lsalas@sierracounty.ca.gov

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 18.A. and shall be deemed to be effective immediately.

**Section 19. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 20. COMPLIANCE WITH POLITICAL REFORM ACT.**

Both Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, each party will comply with that Party's respective Conflict of Interest Code, with regard to any obligation on the part of the respective Party's obligation, if any, to disclose financial interests and to recuse from influencing any County decision which may affect the Party's financial interests.

**Section 21. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of

this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 22. CONFIDENTIALITY.**

A. During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. Each Party shall:

- i. Secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care;
- ii. Use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement;
- iii. Require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and
- iv. Not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Either Party may disclose the other Party's Confidential Information to the extent required by applicable law or regulation, including without limitation of any applicable Freedom of Information or sunshine law, including the California Public Records Act, lawful subpoena, or by order of a court or other governmental entity, in which case the disclosing Party shall notify the other Party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.

**Section 23. SCOPE AND OWNERSHIP OF WORK.**

A. All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without

limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

- B. Notwithstanding Section 23.A. of this agreement, all data entered by Consultant into ServicePoint shall remain the property of the County. Upon termination of this agreement and request by Consultant, a copy of the data will be transferred to Consultant in a comma-delimited text file or other mutually agreed upon format.
- C. Consultant acknowledges that County does not own Wellsky Corporation, ServicePoint, or any of the Licensed Software. As such, and pursuant to County's October 31, 2018, Agreement with Wellsky, all right, title, and interest in and to the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product at all times remain with Wellsky, subject to any license or sublicense granted under this Agreement. All research data, reports, and every other County data work product of any kind or character arising from or relating to this Agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this Agreement. County may use such County data work products for any lawful purpose whatsoever.

**Section 24. USE OF COUNTY PROPERTY.**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

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

\_\_\_\_\_  
LAURA BURCH  
DIRECTOR

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

RISK MANAGEMENT APPROVAL

By: \_\_\_\_\_  
James Johnson, Risk Management Analyst III

\_\_\_\_\_  
By: Matthew M. McOmber  
Senior Deputy County Counsel

IT Approved:

\_\_\_\_\_  
Thomas Schreiber, CIO

**SIERRA COUNTY**

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

By: \_\_\_\_\_  
LEA SALAS  
DIRECTOR

Tax I.D.#: On file

Approved as to form:  
SIERRA COUNTY COUNSEL

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