

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: June 18, 2019	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Personal Services Agreement between the County of Shasta, through its Department of Housing and Community Action Agency Programs, and the County of Sierra for the purpose of participating in a collaborative effort known as Continuum of Care (CoC)

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached Memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5671
AMOUNT: \$ 1,500.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: June 7, 2019
Date of Board Meeting: June 18, 2019

Requested Action: Personal Services Agreement between the County of Shasta, through its Department of Housing and Community Action Agency Programs, and the County of Sierra for the purpose of participating in a collaborative effort known as Continuum of Care (CoC)

Mandated by:

Funding

Budgeted? YesX No

Revenue	\$1,500.00	Mental Health Services Act (MHSA)
Expenses	\$1,500.00	Mental Health Services Act (MHSA)
Difference	0	\$4,500.00 if automatically renewed for the next two fiscal years.

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. The point in time count that is required by the federal government in January is different than the HMIS which gives a real time count of homelessness in Sierra County and greater access to funding opportunities.

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.

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

This agreement is entered into between the County of Shasta, through its Department of Housing and Community Action Agency Programs, a political subdivision of the State of California (“Shasta”) and County of Sierra, a political subdivision of the State of California (“Sierra” (collectively, the “Parties” and individually a “Party”) for the purpose of participating in a collaborative effort known as Continuum of Care (“CoC”).

RECITALS

WHEREAS, the Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties 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 Shasta to operate the CoC’s Homeless Management Information System (“HMIS”) on behalf of the CoC as the Lead Agency; and

WHEREAS, Shasta has agreed to be the Lead Agency; and

WHEREAS, Shasta and Sierra both are participants in the CoC.

NOW, THEREFORE, Shasta and Sierra agree as follows:

Section 1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply:

- A. Continuum of Care (“CoC”) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals.
- B. Pursuant to 24 Code of Federal Regulations (“CFR”) 578.7(a)(8), Coordinated Entry System (“CES”) means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the Continuum of Care’s geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
- C. Emergency Solutions Grant Program (“ESG”) means funds provided through State of California Department of Housing and Community Development (“HCD”) for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.
- D. “HUD” means United States Department of Housing and Urban Development.

Section 2. RESPONSIBILITIES OF SHASTA.

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

- A. Ensure that the CoC Coordinator duties are performed, including but not limited to:
 - a. Coordinate the CoC activities through a collaborative process including monthly meetings that include agenda and minutes, and participating on CoC subcommittees as directed by the CoC Executive Board.
 - b. Coordinate and work collaboratively with contractor(s) responsible for developing and submitting grant applications related to CoC funding opportunities including but not limited to managing the annual Collaborative Application grant in accordance with HUD and the CoC Notice of Funding Available and the HCD ESG program.
 - c. Evaluate programs for the CoC Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 housing projects and ESG programs, regularly monitoring compliance and achievement of performance measures.
 - d. Participate in the continued development, oversight and implementation of HMIS, CES, and annual multi-countywide Point-In-Time homelessness surveys.
 - e. Perform outreach to business and corporate organizations, including chambers of commerces to form public/private partnerships to address local issues of homelessness.
 - f. Reserve the right to enter into a contract with a qualified contractor to perform the above duties.

- B. Provide staffing for operation of HMIS including but not limited to:
 - a. Preparation and submission of annual reports as required by HUD.
 - b. Attend and host HMIS user meetings at least quarterly.
 - c. Maintain Policies and Procedures for HMIS as required by HUD.
 - d. Manage HMIS User contracts for HMIS Users in Sierra County.
 - e. Ensure HMIS software meets the minimum data and technical functionality requirements established by HUD.
 - f. Provide and coordinate technical assistance and support.
 - g. Establish and monitor data quality being entered by HMIS users in Sierra County.

- C. Enter into a contract for HMIS software or program, such as "ServicePoint", or similar product, with a designated HMIS software provider.

- D. Develop standard reports and queries of HMIS data.

- E. Oversee changes to the HMIS software through coordination with the software provider and HMIS Users.

- F. Conduct initial training and annual trainings for HMIS users according to the HMIS Policies and Procedures, incorporated and attached herein as Attachment A.
- G. Attend Sierra County Board of Supervisors meetings at least once during the contract period to provide an update regarding progress of the CoC.

Section 3. RESPONSIBILITIES OF SIERRA.

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

- A. Compensate Shasta as prescribed in sections 4 and 5 of this agreement.
- B. Assign a staff member to attend CoC Executive Board meetings.
- C. Assign a staff member to attend CoC monthly meetings.

Section 4. COMPENSATION.

- A. Sierra shall pay to Shasta a sum of \$1,500 for the services described in this agreement per fiscal year beginning July 1, 2019.
- B. Sierra shall pay to Shasta a maximum of \$4,500 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$4,500.

Section 5. BILLING AND PAYMENT.

Shasta shall submit an invoice to Sierra each fiscal year no later than September 30th of that fiscal year. Sierra shall make payment within 30 days of receipt of Shasta’s correct and approved statement or invoice. Should Sierra, or the state or federal government, disallow any amount claimed by Shasta, Shasta shall reimburse Sierra, or the state or federal government, as directed by Sierra, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

- A. The initial term of this agreement shall be for one year beginning on July 1, 2019 and ending June, 30, 2020. The term of this agreement may be extended by either Party for two additional one-year terms under the same terms and conditions. Unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, Sierra shall not be obligated for payments hereunder for any future Sierra fiscal year unless or until Sierra’s Board of Supervisors appropriates funds for this agreement in Sierra’s budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this

agreement shall end as of June 30 of the last fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the Sierra County's fiscal year commences on July 1 and ends on June 30 of the following year. Sierra shall notify Shasta in writing of such non-appropriation at the earliest possible date.

- B. Notwithstanding the foregoing, Shasta shall not be obligated for providing its responsibilities hereunder for any future Shasta fiscal year unless or until Shasta's Board of Supervisors appropriates funds for Shasta's responsibilities in this agreement in Shasta's budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last fiscal year for which funds for Shasta's responsibilities in this agreement were appropriated. For the purposes of this agreement, Shasta County's fiscal year commences on July 1 and ends on June 30 of the following year. Shasta shall notify Sierra in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Shasta fails to perform its duties to the satisfaction Sierra, or if Shasta fails to fulfill in a timely and professional manner Shasta's responsibilities under this agreement, or if Shasta violates any of the terms or provisions of this agreement, then Sierra shall have the right to terminate this agreement effective immediately upon the Sierra giving written notice thereof to Shasta.
- B. Either Party may terminate this agreement without cause on 30 days' written notice.
- C. Sierra may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Sierra's right to terminate this agreement may be exercised by Sierra's Board of Supervisors. Shasta's right to terminate this agreement may be exercised by the Shasta's County Executive Officer ("CEO") or his/her designee, or by the Director of the Shasta's Department of Housing and Community Action Agency Programs Director ("Director").

Section 8. ENTIRE AGREEMENT/AMENDMENTS.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Shasta shall be entitled to no other benefits other than those specified herein.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, 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 Sierra and

Shasta, provided that the amendment is in substantially the same format as the Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. 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 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS.

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 Sierra is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Both Parties shall be fully responsible for their payment of all taxes due to the State of California or the federal government. Sierra shall not be liable for deductions for any amount for any purpose from Shasta's compensation. Shasta shall not be eligible for coverage under Sierra's workers' compensation insurance plan nor shall Shasta be eligible for any other Sierra benefit.

Section 11. INDEMNIFICATION.

- A. Shasta shall defend, protect and hold harmless Sierra from and against all claims, suits, and actions for any loss, damage, injury to persons or property which arises from any negligent act or omission of the Shasta or any authorized subcontractor or any of their employees or agents in the performance of their services.
- B. Sierra shall defend, protect and hold harmless Shasta from and against all claims, suits, and actions for any loss, damage, injury to persons or property which arises from any negligent act or omission of the Sierra or any authorized subcontractor or any of their employees or agents in the performance of their services.

Section 12. INSURANCE COVERAGE.

Sierra and Shasta shall each obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public. Shasta is self-insured. Shasta shall furnish to the Sierra, upon Sierra's request, a certificate of self-insurance.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Shasta or if any lawsuit is instituted concerning Shasta's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Sierra, Shasta shall give prompt and timely notice thereof to Sierra. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. 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 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 Shasta under this agreement shall be used by Shasta for sectarian worship, instruction, or proselytization. No funds or compensation received by Shasta 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, both Parties shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of their noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

City, federal, and state officials shall have access to any books, documents, papers, and records of Shasta that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Shasta or Sierra. Except where longer retention is required by federal or state law, Shasta 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 16. CONFLICTS OF INTEREST.

Neither Party, nor any of either Party's respective officers and employees shall 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 17. NOTICES.

A. Except as provided in section 7.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 Shasta: Director
Shasta County Department of Housing and
Community Action Agency Programs
1450 Court Street, Suite 108
Redding, CA 96001
Telephone: (530) 225-5160
Fax: (530) 225-5178

If to Sierra: Interim Director of Health and Human Services
County of Sierra
704 Mill Street
Loyalton, CA 96118
Telephone: (530) 993-6745
FAX: 530-993-6759

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 17.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the CEO.

Section 18. 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 19. 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, and 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 decision which may affect the Party's financial interests.

Section 20. CONFIDENTIALITY.

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

Section 21. CONFIDENTIALITY OF CLIENT INFORMATION.

Each Party shall comply with, and require all of the Party's respective employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

Section 22. PERFORMANCE STANDARDS.

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

Section 23. 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.

Signature Page to Follow

IN WITNESS WHEREOF, Sierra and Shasta 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 SIERRA

COUNTY OF SHASTA

PAUL ROEN, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF SIERRA

LAWRENCE G. LEES
COUNTY EXECUTIVE OFFICER
COUNTY OF SHASTA

DATE: _____

DATE: _____

Approved as to form:
Sierra County Counsel

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

By: David Prentice
Deputy County Counsel

By: Matthew M. McOmber
Senior Deputy County Counsel

Risk Management

Risk Management Approval

Van Madoxx
Sierra County Risk Management

By: _____
James Johnson
Risk Management Analyst III