

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

<b>MEETING DATE:</b> March 17, 2020	<b>TYPE OF AGENDA ITEM:</b> <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 of Behavioral Health  
**PHONE NUMBER:** (530) 993-6746

**AGENDA ITEM:** Resolution approving the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools to support the development and/or expansion of Friday Night Live Youth Councils and authorizing Lea Salas, Administrative Director of Behavioral Health to sign the agreement to secure funds.

**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:** 5680  
**AMOUNT:** \$ 4,500.00 N/A

**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><b>BOARD ACTION:</b></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 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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CLERK TO THE BOARD \_\_\_\_\_ DATE \_\_\_\_\_

# Memorandum

**To:** Sierra County Board of Supervisors

**From:** Lea Salas, Administrative Director of Behavioral Health

**Reference:** Agenda Item

**Date of memo:** March 6, 2020

**Date of Board Meeting:** March 17, 2020

**Requested Action:** Resolution approving the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools to support the development and/or expansion of Friday Night Live Youth Councils and authorizing Lea Salas, Administrative Director of Behavioral Health to sign the agreement to secure funds.

**Mandated by:**

## Funding

Budgeted? YesX No

Revenue	\$4,500.00	Tulare County Superintendent of Schools
Expenses	\$4,500.00	Friday Night Live Youth Councils
Difference	0	

## Background Information:

Three of our Friday Night Live Chapters (Loyalton Friday Night Live, Loyalton Club Live and Downieville Friday Night Live) were nominated to participate in three grants that are designed to increase the leadership capacity of Sierra County, change social norms and to promote a stronger school climate. Each chapter is focusing on the separate needs of their school;

- Downieville Friday Night Live decided to focus on improving the school climate by promoting resilience, student leadership and strengthen relationships in their school.
- Loyalton Friday Night Live is creating a PhotoVoice presentation designed to address social norms around alcohol, increase community awareness on alcohol consumption while driving and bring light to the hurdles our community faces that undermines an individual's ability to have a healthy life.
- Loyalton Club Live is designing school educational activities to promote a more positive school climate and shifting social norms.

After completing these activities each Chapter will be awarded \$1,500.00. These grants are being provided by the Friday Night Live Partnership (CFNLP) whose office and staff are housed in the Tulare County Office of Education (TCOE). Working in partnership with Tulare County and the Friday Night Live Partnership to achieve these amazing goals we have a unique opportunity to support youth development and for our Chapters to earn funding for future activities.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** None

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

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

**IN THE MATTER OF APPROVING THE AGENCY AGREEMENT BETWEEN SIERRA COUNTY BEHAVIORAL HEALTH AND THE TULARE COUNTY SUPERINTENDENT OF SCHOOLS AND AUTHORIZING THE BEHAVIORAL HEALTH ADMINISTRATIVE DIRECTOR TO SIGN THE AGREEMENT TO SECURE FUNDS**

**WHEREAS**, the Sierra County Board of Supervisors approved the Agency Agreement between Sierra County Behavioral Health and the Tulare County Superintendent of Schools to support the development and/or expansion of Friday Night Live Youth Councils

**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 to secure funds.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 17th day of March, 2020, by the following vote:

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

\_\_\_\_\_  
JIM BEARD  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

**AGENCY AGREEMENT**  
between  
**SIERRA COUNTY BEHAVIORAL HEALTH**  
and the  
**TULARE COUNTY SUPERINTENDENT OF SCHOOLS**

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Contract #	_____

**BACKGROUND:** The Tulare County Superintendent of Schools through its program, the California Friday Night Live Partnership (collectively referred to as "CFNLP"), wishes to enter into an agreement with Sierra County Behavioral Health (collectively referred to as CONTRACTOR) for a maximum amount of \$4,500.00 to support the development and/or expansion of Friday Night Live Youth Councils.

**TERM:** This Agreement will become effective as of July 1, 2019 and will expire on June 30, 2020, unless otherwise terminated as provided in this Agreement.

**SCOPE OF WORK:** CONTRACTOR will deliver:

1. Development and/or expansion of the following Friday Night Live Youth Council Chapter(s):
  - i. Loyalton FNL
  - ii. Downieville FNL
  - iii. Loyalton CL
2. The chapter listed above must meet at least 3 times per month throughout the project term, to be reported in the Primary Prevention Substance Use Disorder Data System (PPSDS) by the reporting deadlines.
3. Participation in technical assistance calls with the California Friday Night Live Partnership (CFNLP), to support and ensure successful implementation throughout the Agreement term.

**SPECIFIC CONTRACT REQUIREMENTS:**

1. CONTRACTOR must submit all products developed under this agreement such as identity/promotional items, brochures, printed materials, posters, etc., to the CFNLP for pre-approval for production of products. CFNLP reserves the right to withhold reimbursement for items not approved.
2. CONTRACTOR understands all work performed by CONTRACTOR under this agreement is deemed "work made for hire" (work) under the Copyright Act and CONTRACTOR assigns all rights, title and interest to CFNLP to any work product made, conceived, derived from, or reduced to practice by CONTRACTOR, and which result directly or indirectly from this Agreement. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the property of CFNLP.
3. CFNLP shall be and remain, without additional compensation, the owners of any and all rights, title, and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR, CFNLP and which result directly or indirectly from this Agreement. CONTRACTOR agrees to execute all papers and to perform such other proper acts as CFNLP may deem necessary to secure for CFNLP or its designee the rights herein assigned.
4. Funds provided through this contract shall not be budgeted or spent on capital improvements, equipment over \$5,000, or entertainment.
5. This contract is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature or any statute enacted by the State Legislature which may affect the provisions, terms, or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.

**BUDGET: \$4,500.00**

CONTRACTOR is eligible for up to \$4,500.00 for work performed under this Agreement. Payments will be made when evidence is provided that all deliverables have been completed, on a project-by-project basis.

**INVOICES:** CONTRACTOR shall submit invoices upon the completion of deliverables. CONTRACTOR shall send invoices by:

MAIL	EMAIL	FAX
TO: Tulare County Office of Education California Friday Night Live Partnership Attn: Azulie Wilson 6200 South Mooney Blvd., PO Box 5091 Visalia, California 93278-5091	<a href="mailto:azulie.wilson@tcoe.org">azulie.wilson@tcoe.org</a>	(559) 737-4231

**PROGRESS TOWARD DELIVERY REPORTS:** CONTRACTOR will provide Progress Toward Delivery Reports that include the activities that are outlined in the Scope of Work. Failing to satisfactorily make progress toward deliverables may be cause for withholding payment and jeopardize the grant award. CFNLP will not make final payment until CONTRACTOR has submitted all work in a complete and acceptable form. Progress Toward Delivery Report due dates are as follows:

- Reporting Period 1: July 1, 2019 – December 31, 2019  
**REPORT DUE JANUARY 22, 2020**
- Reporting Period 2: January 1, 2020 – March 31, 2020  
**REPORT DUE APRIL 15, 2020**
- Reporting Period 3: April 1, 2020 – June 30, 2020  
**REPORT DUE JULY 15, 2020**

**MODIFICATIONS:** Necessary changes or modifications to this Agreement, including adjustment of deliverable activities, can be made to this agreement by mutual written consent of both parties, provided changes are made **prior** to the execution of any activity.

**INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent CONTRACTOR. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of CFNLP. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of CFNLP. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and CFNLP shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed.

**INDEMNIFICATION:** CFNLP and CONTRACTOR shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of CFNLP or CONTRACTOR or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue

beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**NOTICES:** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Tulare County Office of Education  
California Friday Night Live Partnership  
Attn: Azulie Wilson  
6200 South Mooney Blvd., PO Box 5091  
Visalia, CA 93278-5091  
Fax: 559-737-4231  
Confirmation of Receipt: 559-733-6496

Sierra County Behavioral Health  
Attn: Derrick Koch  
202 Front St. Loyalton, CA 96118  
530-993-6789  
530-993-6789

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**TERMINATION:** This Agreement may be terminated by either party with or without cause at any time by providing thirty (30) days advance written notice to the other party.

**RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and private auditors of CFNLP and to their agents and representatives, for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

**INSURANCE:** Prior to approval of this Agreement by CFNLP, CONTRACTOR shall file with the Superintendent of the District evidence of the required insurance as set forth in Exhibit A attached.

**CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

**NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**GOVERNING LAW:** This Agreement is to be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

**WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

**EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court, or other legal authority, or is

agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts as may be reasonably required to affect the purposes of this Agreement.

**ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. CFNLP, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to CFNLP pursuant to this Agreement with other employees where CFNLP is concerned that its employees or clients have been the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude CFNLP from terminating this Agreement with or without cause as provided for in this agreement.

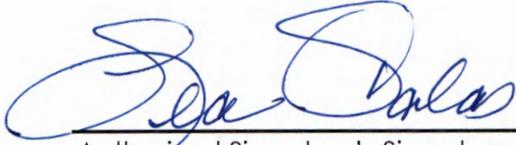
**ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, CFNLP is relying on the personal skill, expertise, training, and experience of CONTRACTOR and CONTRACTOR's employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CFNLP.

**DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator will be mutually selected by the parties, but in case of disagreement, the mediator will be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator will be split equally by the parties, otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute. We hereby agree to this Agreement and certify that the agreements made here will be honored.

**SIGNATURES:**

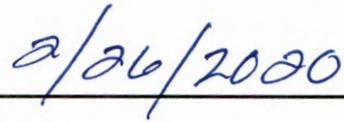
Signed: Tim A. Hire,  
Tulare County Superintendent of Schools

Date



Authorized Signatory's Signature:  
Sierra County Behavioral Health

Date



Print Signatory's Name

Signatory's Title

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his/her agents, representatives, employees or subcontractors, if applicable.

#### **A. MINIMUM SCOPE & LIMITS OF INSURANCE**

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies, it must be no less than \$2,000,000. (Applies to all contracts.)
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence. (Applies when the contractor will be using an automobile to provide the services outlined in the contract.)
3. Workers' Compensation and Employer's Liability Insurance as required by law. (Applies to any business with employees.)
4. Professional Errors and Omissions Insurance of \$1,000,000. (Applies to architects, doctors, dentists, attorneys, and other contractors in similar professions.)

#### **B. SPECIFIC PROVISIONS OF THE CERTIFICATE**

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance, and Professional Errors and Omissions Insurance must meet the following requirements:
  - a. Name the SUPERINTENDENT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
  - b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by SUPERINTENDENT shall be excess.
  - c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the SUPERINTENDENT.

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:
  - a. **Waiver of Subrogation.** CONTRACTOR waives all rights against the SUPERINTENDENT and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

The SUPERINTENDENT Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

**D. ACCEPTABILITY OF INSURANCE**

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the SUPERINTENDENT'S Risk Manager or designee.

**E. VERIFICATION OF COVERAGE**

Prior to approval of this Agreement by the SUPERINTENDENT, the CONTRACTOR shall file with the SUPERINTENDENT, certificates of insurance with original endorsements effecting coverage in a form acceptable to the SUPERINTENDENT. The SUPERINTENDENT reserves the right to require certified copies of all required insurance policies at any time.