

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

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Public Health
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Resolution approving the agreement between the Incorporated Senior Citizens of Sierra County, doing business as the Loyalton Senior Center and Sierra County Public Health regarding the County Medical Services Program (CMSP) Covid-19 Emergency Response Grant (CERG) Funds pass through and authorize the Director of Public Health or designee to sign the agreement.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$15,000.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <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:

CLERK TO THE BOARD _____ DATE _____

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: September 22, 2020
Date of Board Meeting: October 6, 2020

Requested Action: Resolution approving the agreement between the Incorporated Senior Citizens of Sierra County, doing business as the Loyaltan Senior Center and Sierra County Public Health regarding the County Medical Services Program (CMSP) Covid-19 Emergency Response Grant (CERG) Funds pass through and authorize the Director of Public Health or designee to sign the agreement.

Mandated by: NA

Funding

Budgeted? Yes No

Revenue	15,000	CSMP CERG Grant
Expenses	15,000	Senior Meal Program + West Sierra Food Pantry
Difference	none	

Background Information:

Sierra County applied for and was granted a COVID-19 Emergency Relief Grant (CERG) through the California Medical Support Program (CMSP) in the amount of \$99,309. The scope of work includes subcontracting with the Senior Center that will support their increased meal delivery programming costs caused by the COVID-19 pandemic. Please see attached.

Given that the west side of Sierra County is lacking the infrastructure and capacity to support a delivered meal program at this time, the Senior Center agreed to pass on \$5000 to the food pantry operations being provided by Frank Lang and other volunteers. This funding is intended to stock and maintain that food pantry for the remainder of this year.

Potential Issues to consider: none

Alternatives or Impacts of disapproval – N/A

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE INCORPORATED SENIOR CITIZENS OF SIERRA COUNTY, DOING BUSINESS AS THE LOYALTON SENIOR CENTER AND SIERRA COUNTY PUBLIC HEALTH REGARDING THE COUNTY MEDICAL SERVICES PROGRAM (CMSP) COVID-19 EMERGENCY RESPONSE GRANT (CERG) FUNDS PASS THROUGH AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH OR DESIGNEE TO SIGN THE AGREEMENT

WHEREAS, the Sierra County Board of Supervisors approves the agreement between the Incorporated Senior Citizens of Sierra County and Sierra County Public Health regarding the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Funds pass through.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes Vickie Clark, Director of Public Health, or designee, to sign the agreement..

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 6th day of October, 2020, by the following vote:

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

 JIM BEARD
 Chairman, Board of Supervisors

 Date

ATTEST:

 HEATHER FOSTER
 Clerk of the Board

APPROVED AS TO FORM:

 DAVID PRENTICE
 County Counsel

**Agreement between the Incorporated Senior Citizens of Sierra
County and
Sierra County Public Health regarding the County Medical
Services Program (CMSP) COVID-19 Emergency Response Grant
(CERG) Funds pass through**

This agreement is entered into, by, and between the Incorporated Senior Citizens of Sierra County and Sierra County Public Health.

- I. **PURPOSE** - The purpose of this agreement is to set forth the terms and conditions for the Incorporated Senior Citizens of Sierra County and Sierra County Public Health in conjunction with the CMSP CERG Grant.

- II. **BACKGROUND AND AUTHORITY** – The Incorporated Senior Citizens of Sierra County began lunch delivery service only on March 16, 2020. Since that time, the number of meals served daily has increased over 40%. This is just in the Loyalton area; we have not yet identified participants in Sierraville, Sattley, and Calpine. Working with Adult Protective Services, the Incorporated Senior Citizens of Sierra County began sending 30 meals a week over to Downieville. That represents six individuals, five meals per week. This number is anticipated to increase. Additionally, the Incorporated Senior Citizens of Sierra County has just been funded to serve breakfast as a second meal daily. To meet these needs, kitchen staff hours will need to be increased, delivery will be double, and resultant costs will be increased.

As the Eastern Sierra County Transportation service, the Incorporated Senior Citizens of Sierra County provides rides to residents to doctor's appointments, to pick up prescriptions, and to shop for groceries. To ensure the health and safety of all participants, numbers of riders has been limited, which can increase the number of trips made to ensure social distancing. This is increasing costs of fuel, and the scheduling of trips.

Personnel:	\$7,075.00
Food:	\$1,575.00
Fuel:	\$750.00
Utilities	\$350.00
Advertising:	\$250.00
West Side	\$5,000.00
Total	\$15,000.00

We are requesting that \$15,000.00 be contracted to the Incorporated Senior Citizens of Sierra County to support costs associated with their meal delivery programming as described above. In addition, they are working closely with the west side of the county's community food pantry. This pantry and a small senior congregate meal site are operating on community donations and volunteers. COVID-19 shut down the congregate meals which has increased needs and exhausted the small food pantry reserves. The Incorporated Senior Citizens of Sierra County has agreed to provide the west side operation, through Frank Lang, \$5,000.00 to restock and sustain the pantry into the 2020-2021 fiscal year for the

100-125 people they are serving.

III. Incorporated Senior Citizens of Sierra County (ISCSC) Responsibilities:

- Invoice monthly to:
Sierra County Public Health
Attention: Shawna Graves
PO Box 7
Loyalton, CA 96118
- Maintain detailed documentations supporting all expenses submitted for payment to Sierra County
- Personnel: ISCSC responsibilities include maintaining employee timesheets, including, but not limited to, keeping records of employee hours and wages paid and the dates said amounts were paid. ISCSC is also responsible for all taxes related to employee wages and expenses.
- Food: ISCSC is responsible to provide all services related to the preparation, provision and delivery of meals under this contract. ISCSC shall provide dates of food purchases with receipts to Sierra County.
- Fuel: ISCSC shall provide all receipts for fuel related to services provided under this contract, including related to meal deliveries.
- Utilities: ISCSC shall provide receipts for payment of utilities incurred related to the provision of services under this contract.
- Advertising: ISCSC shall provide receipts for payment of advertising expenses incurred related to the provision of services under this contract.
- West Side: ISCSC shall provide receipts for payment for food pantry stocking necessities related to the provision of services under this contract.
- ISCSC will track, report and maintain data related to utilization demographics as required by CMSP CERG.

IV. Sierra County Responsibilities

- Invoice payments
- Contract monitoring quarterly meetings with the Incorporated Senior Citizens of Sierra County
- Fulfill grant reporting requirements to CMSP

V. Indemnification

The Incorporated Senior Citizens of Sierra County shall defend, indemnify, and hold harmless Sierra County, its elected and appointed councils, boards, commissions,

officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of the Incorporated Senior Citizens of Sierra County in the performance of services rendered under this Agreement by the Incorporated Senior Citizens of Sierra County, or any of the Incorporated Senior Citizens of Sierra County officers, agents, employees, contractors, or subcontractors.

Sierra County shall defend, indemnify, and hold harmless the Incorporated Senior Citizens of Sierra County, its officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Sierra County in the performance of services rendered under this Agreement by Sierra County, or any of Sierra County's elected and appointed councils, boards, commissions, officers, agents, and employees.

VI. Insurance

Prior to rendering services provided by the terms and conditions of this Agreement, the Incorporated Senior Citizens of Sierra County agrees it shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to Sierra County, sufficient to cover the potential liability arising from performance of their obligations under this Agreement, as set forth below. Said insurance shall not in any way limit the obligations to indemnify and defend Sierra County as set forth in Section V above.

- x Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate;
- x Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than Three Hundred Thousand Dollars (\$300,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.
- x Workers' Compensation Insurance coverage for all Loyalton Senior Center employees and other persons for whom Loyalton Senior Center is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

VII. CONTACTS –

For Incorporated Senior Citizens of Sierra County

Carolyn Widman, Director
Loyalton Senior Center
302 First Street Loyalton, CA 96118
(530) 993-4770
Carolyn Widman
carolyniscsc@outlook.com

For Sierra County
Vickie Clark, Director
Sierra County Public Health
PO Box 7 Loyalton, CA 96118
(530) 993-6700
vclark@sierracounty.ca.gov

VIII. GENERAL PROVISIONS -

1. AMENDMENTS. This agreement may be amended in writing at any time by written mutual consent of the Parties.

2. TERMINATION.
 - a. Termination without cause. This agreement may be terminated by either Party without cause upon thirty (30) days written notice.

 - b. Termination with cause. This agreement may be terminated immediately by either Party if the terms of this agreement are violated in any manner.

 - c. Other grounds for termination. In the event that any other contract, or agreement, as being related to or necessary for the performance of this contract, terminates or expires, this agreement may be terminated upon the effective date of the termination of that MOU, informal agreement or contract, even if such termination will occur with less than thirty (30) days written notice.

AUTHORIZED REPRESENTATIVES

By signing below, the individual certifies that it is acting as the representative of the Party named below and possesses the authority to enter into this agreement on behalf of that Party and that the Party possesses the legal authority to enter into this agreement.

For Incorporated Senior Citizens of Sierra County
Carolyn Widman, Director
Loyalton Senior Center
302 First Street Loyalton, CA 96118
(530) 993-4770
carolyniscsc@outlook.com

Signature: _____ **Date:** _____

For Sierra County

Vickie Clark, Director
Sierra County Public Health
PO Box 7 Loyalton, CA 96118
(530) 993-6700
vclark@sierracounty.ca.gov

Signature: _____

Date: _____