

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Plumas Crisis Intervention and Resource Center, a California not-for-profit corporation ("Lead Agency"), (collectively, the "Parties" and individually a "Party"), for the purpose of implementation of the California Department of Housing & Community Development's Emergency Solutions Grant Program for short-term housing assistance through the Redding/Shasta CA-516 Continuum of Care ("CoC"), and the County's Health and Human Services Agency ("HHSA") Housing Programs.

RECITALS

WHEREAS, Lead Agency, recipient, submitted application to the California Department of Housing and Community Development ("CA HCD") on July 8, 2016, and County designated as the sub-recipient, for receiving Emergency Solutions Grant ("ESG") Funding for the provision of short-term housing assistance ("**Exhibit A**", attached and incorporated herein);

WHEREAS, CA HCD entered in an agreement with Lead Agency on January 18, 2017 to award ESG Funding ("**Exhibit B**", Agreement Number 16-ESG-11089, attached and incorporated herein); and

WHEREAS, Lead Agency wishes to contract with County to implement a Rapid Re-Housing Program in Shasta County ("**Exhibit B**", Agreement Number 16-ESG-11089, attached and incorporated herein);

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions set forth in this agreement, County and Lead Agency, agree as follows:

Section 1. DEFINITIONS.

- A. **Homeless Management Information System ("HMIS")** – is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
- B. **Housing and Urban Development ("HUD")** – means the United States Department of Housing and Urban Development.
- C. **Housing First** – is a homeless assistance approach that prioritizes providing individuals and families who meet the federal definition of homelessness with permanent housing as quickly as possible and then providing other voluntary services as needed to maintain housing for those individuals and families, including, but not limited to:
 - (1) Providing a well-targeted system of case management;
 - (2) Financial assistance;
 - (3) Stabilization support services;

- D. **Rapid Re-Housing** – is an intervention informed by the Housing First approach which provides financial assistance, housing identification and case management services to obtain housing as quickly as possible
- E. **Redding/Shasta CA-516 Continuum of Care (“CoC”)** – is a program designed to promote communitywide commitment to the goal of ending homelessness.
- F. **HHSA Housing Programs** – target adults who do not have children living with them and are currently homeless, as well as families with children through County program services including, but not limited to:
 - (1) Housing Support Program;
 - (2) Whole Person Care;
 - (3) Unsheltered Adult Program; and
 - (4) Rapid Re-Housing Case Management.

Section 2. RESPONSIBILITIES OF COUNTY.

- A. Pursuant to the terms and conditions of this agreement, County shall:
 - (1) Utilize a documented phased Housing First approach to develop a Rapid Re-Housing program in Shasta County.
 - (2) Work with CoC 516 to implement and sustain Rapid Re-Housing program
- B. County shall provide a written quarterly report (“Quarterly Report”) to Lead Agency on October 15th, January 15th, April 15th, and July 15th for the preceding three month period or fraction thereof, regarding services rendered pursuant Section 2.A. of this agreement.
- C. Acknowledge County must comply with all applicable terms and conditions of Exhibits A and B.

Section 3. RESPONSIBILITIES OF LEAD AGENCY.

Lead Agency shall:

- A. Compensate County as prescribed in sections 4 and 5 of this agreement..
- B. Acknowledge Lead Agency must comply with all applicable terms and conditions of Exhibits A and Exhibit B.

Section 4. COMPENSATION.

- A. County shall be paid quarterly for the services as prescribed in this agreement.
- B. In no case whatsoever shall the maximum amount payable under this agreement exceed \$167,342.

Section 5. BILLING AND PAYMENT.

County shall submit quarterly reports to Plumas Crisis Intervention & Resource Center, 591 W. Main Street, Quincy, California 95971-9143 Attn: Cathy Rahmeyer, Program &

Grant Compliance Officer, pursuant to the Quarterly Report, regarding services rendered as set forth in section 2.B. above, a billhead or invoice regularly used in the conduct of business of the County along with any supporting documentation and/or receipts. Lead Agency shall make payment to County in a timely manner contingent upon CA HCD reimbursement requirements as prescribed in **Exhibit B, Section 2 entitled "Method of Payment"**. County shall submit a final statement or invoice for services rendered to Lead Agency for the period ending October 31, 2018, by November 15, 2018. For the purpose of effectuating payment, this provision shall survive the expiration, termination, or cancellation of this agreement for the period of time necessary to remit payment to County as prescribed herein.

Section 6. TERM OF AGREEMENT.

This agreement shall commence as of the on last date it is signed by all Parties and shall end October 31, 2018.

Section 7. TERMINATION OF AGREEMENT.

- A. If either Party materially fails to perform their responsibilities under this agreement to the satisfaction of the other Party, or if either Party violates any of the terms or provisions of this agreement, the other Party shall have the right to terminate this agreement for cause effective immediately upon written notice thereof. If termination for cause is given by either Party and it is later determined that the other Party 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 60 days written notice.
- C. Either Party 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 the County Executive Officer, his/her designee, or County's Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director.
- E. If this agreement is terminated, County shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. 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. Lead Agency shall be entitled to no other benefits other than those specified herein. Lead Agency specifically acknowledges that in entering into and executing this agreement, Lead Agency 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 Lead Agency and the County Executive Officer, HHSA Director, or any HHSA Branch Director designated by the HHSA Director, 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. 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, the provisions of **Exhibit B** shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of County, neither Party may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other Party. The waiver by a Party 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 OF COUNTY AND LEAD AGENCY.

The Parties to this agreement shall, during the entire term of this agreement, be construed to be independent contractors, 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 the other 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 County shall be provided in a manner consistent with the professional standards applicable to such work or services.

Section 11. INDEMNIFICATION.

Each Party shall defend, indemnify, and hold the other Party, its elected officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its elected officials, officers, employees, agents, subcontractors, or volunteers. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

- A. Without limiting either Party's duties of defense and indemnification, each Party shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance or excess insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the other Party and the public with limits of liability of not less than \$1 million combined single limit

bodily injury and property damage.

- B. Each Party shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance or excess insurance with an insurance carrier authorized to transact business in the State of California, covering the full liability for compensation to those employed by that Party.
- C. Each Party shall provide the other Party evidence of required insurance protection reflecting the limits of liability provided by the policy of insurance before the effective date of this agreement.
- D. The Lead Agency understands and agrees that County is self-insured with respect to its automobile and general liability exposures, and its workers' compensation and employment liability exposures, and shall remain self-insured throughout the term of this agreement.

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

- A. If any claim for damages is filed with either Party or if any lawsuit is instituted concerning either Party's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the other Party, prompt and timely notice thereof shall be given to the other Party. 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 agree to 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. In addition to any other provisions of this agreement, either Party shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of either Party's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. Lead Agency, Shasta County, federal, and state officials shall have access to any books, documents, papers, and records of either Party that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Lead Agency or County. Except where longer retention is required by federal or state law, Both Parties shall maintain all records for five years after Lead Agency makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Both Parties shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Both Parties shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to either Party during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by either Party, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Both Parties agree to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or Shasta County audit directly related to the provisions of this agreement. County agrees to repay Lead Agency the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. County agrees that Lead Agency may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to County.

Section 16. LICENSES AND PERMITS.

Both Parties shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the Counties of Shasta and Plumas, and all other appropriate governmental agencies, including any certification and credentials required by either Party. 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.

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

Neither Parties' officers nor 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 19. 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 County: Branch Director
 HHS Business and Support Services
 Attn: Contracts Unit
 P.O. Box 496005
 Redding, CA 96049-6005
 Phone: 530-245-6860
 Fax: 530-225-5555

If to Lead Agency: Executive Director
 Plumas Crisis Intervention & Resource Center
 591 W. Main Street
 Quincy, CA 95971-9143
 Phone: 530-283-5515
 Fax: 530-283-3539

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Section 20. 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 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Lead Agency 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 with the County's Conflict of Interest Code, with regard to any obligation on the part of Lead Agency to disclose financial interests and to recuse from influencing any County decision which may affect Lead Agency's financial interests.

If required by the County's Conflict of Interest Code, Lead Agency shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. 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 23. 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 24. CONFIDENTIALITY OF CLIENT INFORMATION.

Both Parties shall comply with, and require all of either Party's 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 25. APPLICATION OF OTHER AGREEMENTS.

Both Parties and contractor's officers, agents, employees, and volunteers, and any of contractor's/Party's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of either Party by the ESG Award Agreement Number 16-ESG-11089 between the Lead Agency and County, attached to this agreement as **Exhibit B** and incorporated by this reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Lead Agency 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: _____

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: [Signature] 6/19/17
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: [Signature] 06/19/17
James Johnson
Risk Management Analyst

LEAD AGENCY

Date: 19 June 2017

[Signature]
Johanna A. Downey, Executive Director

Tax I.D.#: 68-0062136

Exhibit A
Emergency Solutions Grants (ESG) Program Redding/Shasta County Continuum of Care
2016 Application ("Grant Application")

A complete copy of the Grant Application is available for viewing at:

Shasta County Clerk of the Board
1450 Court St, Suite 308B
Redding, CA 96001-1673
Phone: (530) 225-5550
Toll Free: (800) 479-8009
Fax: (530) 225-5189
Email: clerkoftheboard@co.shasta.ca.us