

**AGREEMENT BETWEEN THE COUNTY OF GLENN, THROUGH ITS
HEALTH AND HUMAN SERVICES AGENCY, AND
COUNTY OF GLENN, SHERIFF'S OFFICE – OFFICE OF EMERGENCY SERVICES,
AND WILLOWS UNIFIED SCHOOL DISTRICT
FISCAL YEAR 2018-2019**

This agreement is entered into by and between the County of Glenn, through its Health and Human Services Agency ("HHSA"), the County of Glenn, Sheriff's Office – Office of Emergency Services ("GCSO-OES"), and Willows Unified School District ("Contractor" / "WUSD") for the purpose of emergency use of Willows High School for sheltering and auxiliary shelter support functions. This is a pre-event agreement and may only be executed when activation is required for the performance of emergency services.

1. ACTIVATION OF THIS AGREEMENT

This agreement may be activated by the authority of:

- Sheriff's Office - OES
 - Sheriff, Director of OES
 - Deputy Director of OES
 - Undersheriff
 - Lieutenant
- HHSA
 - HHSA Director
 - HHSA Deputy Director
 - Health Officer
- Glenn County Emergency Operations Center (EOC) Director under the direction of GCSO-OES

Activation of this agreement may occur when an emergency exists that requires sheltering and provision of auxiliary shelter support services.

Activation of this agreement may initially be verbal; however, should be confirmed in writing, as soon as practical, utilizing Exhibit A (Facility Usage form). Exhibit A is attached hereto (Exhibit A) and made a part of this agreement.

2. RESPONSIBILITIES OF CONTRACTOR

- Provide space and access to facilities and utilities, as available, for use in emergency response.
- Identify which buildings/areas of the site are available for use at time of activation and throughout the duration of the event.

- Review, validate and sign Exhibits A (Facility Usage form) and B (Pre-Occupation Facility Assessment form) upon activation.
- Review, validate and sign Exhibits A (Facility Usage form) and C (Post-Occupation Facility Assessment form) upon satisfactory return of the facility to pre-event status and accepting return of the facility from the County.
- Provide 24/7 contact for access to activate site for emergency response use.
- Provide staff to open the facility for emergency use.
- Staff will sign in and sign out with on-site shelter manager. Staff time will be on an as needed basis as determined by Contractor and Shelter Site Manager.
- Staff time attributed to the incident is to be recorded on a FEMA ICS 214 form and submitted with the invoice.
- Coordinate all media or community inquiries regarding emergency response activities with the County.
- Within 30 days of the event, submit an invoice for costs incurred based on agreed upon rates listed in Exhibit A.

3. RESPONSIBILITIES OF THE COUNTY

- Authorize and request activation of the site and this agreement
- Identify which facilities will be activated for use:
 - As soon as practical, complete Exhibit A to confirm buildings/areas activated per this agreement.
 - Update Exhibit A if there are changes to the buildings in use for the incident.
- Complete and sign Exhibit B and identify any pre-existing damage.
- Provide an estimated timeline for duration of use and anticipated staff needs.
 - Update the contractor daily on estimated timeline.
- Provide contractor with contact(s) for duration of use.
- Provide staff onsite for supervision of occupants when the facility is in use.
- On-site Shelter Manager will coordinate with Contractor staff to provide hours of facility use, Contractor time required at the shelter site, and provide sign in and sign out form and ICS 214 form for staff time documentation.
- Coordinate demobilization and return of facility.
 - Return the facilities used back to the pre-event status.

- Complete Exhibit C, identifying and documenting any damage to be repaired, coordinate repair of damage with facility owner. Any and all damage sustained to buildings in use by the County and during the specified period of use shall be the responsibility of the County.
- Return facility to Contractor upon satisfactory completion of Exhibit C.
- Receive and review invoice and supporting documentation for claim from Contractor.
 - Ensure documentation meets FEMA guidelines for emergency funding
 - Review costs to ensure they are reasonable, match the request and time documented and do not exceed the maximum of 2 staff per period of use.

4. EMERGENCY CONTACTS

Each party will provide emergency contact information at the time of the agreement and within 1 week of any changes.

5. LIMITATIONS

- County acknowledges that activation and services under this agreement are not limited to major disasters that receive State or Federal funding.
- County will not reimburse any costs if contractor self-activates or activates upon request of a party not named in the "Authority to Activate" section of this agreement.
- This agreement in no way restricts either party from participating in any activity with other public or private agencies or organizations.
- Use of the WUSD facilities is subject to availability. The availability of the site facility is limited during the school year. The parties will negotiate facility access at the time of the incident.

6. COMPENSATION

- Compensation may include:
 - WUSD custodial staff person at rate of \$35/hour
 - Staff time compensation will be provided for overtime on-call or additional staff as result of incident use.
 - For incidents and facility use that occur during normal business hours and do not result in additional WUSD staff, staff compensation will not be provided.

- Contractor may charge a \$50 utility charge for each 24 hour period of use.
- HHSA will be responsible for the charges associated with use of the site for evacuee sheltering of displaced persons.

7. BILLING AND PAYMENT

Contractor shall submit itemized invoice(s) to the Glenn County Health & Human Services Agency, P.O. Box 611, Willows, CA 95988, Attention: Fiscal, within 15 days after completion of the services described in Paragraph 1. The final invoice of each fiscal year must be received no later than July 10th of each fiscal year.

8. TERM OF AGREEMENT

This agreement shall commence on July 1, 2018, and shall terminate on June 30, 2019. This agreement may, upon mutual agreement between the parties and according to the terms and conditions of the existing agreement, be renewed in one (1) year intervals for a maximum total term of three (3) years. Either party may terminate this agreement on 30 days written notice. At termination, the County shall pay the Contractor for any services provided under this agreement that have not been previously compensated.

9. TERMINATION OF AGREEMENT

If Contractor fails to perform his duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner his obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

10. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

11. NON-ASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

12. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, 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 County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government, which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation.

Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

13. INSURANCE REQUIREMENTS

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Renter maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities.

14. MUTUAL 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 damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's independent contractor status that would establish a liability for failure to make social security or income tax withholding.

15. INDEPENDENT CONTRACTOR CLAUSE

It is specifically and expressly understood between the parties that this agreement creates no relationship of employer/employee between the parties and that Contractor is, and shall remain throughout the term of this agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent or principal of county while this agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own

expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this agreement.

Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by County resulting from Contractor's failure to comply with these provisions.

16. NON-DISCRIMINATION

During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall comply with Executive order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

17. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to HHSA: Administration
Glenn County Health and
Human Services Agency
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
Email: admin@countyofglenn.net

If to County of Glenn,
Sheriff's Office –
Office of Emergency Services: Amy Travis, Deputy Director OES
543 West Oak Street
Willows, CA 95988
Phone: (530) 934-6588
Dispatch: (530) 934-6431
Email: atravis@countyofglenn.net

If to Willows Unified
School District: Dr. Mort Geivett, Superintendent
Willows Unified School District
823 West Laurel Street
Willows, CA 95988
Office: (530) 934-6600

Notice shall be deemed to be effective two days after mailing.

18. RIGHT TO MONITOR AND AUDIT

County shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

Contractor and sub-contractors are required to provide a copy of a certificate of liability insurance to County prior to commencement of services and may be required to provide a copy of their business license. Contractor certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov), formerly known as Excluded Parties Listing Service (EPLS).

19. RESPONSIBILITY FOR AUDIT EXCEPTIONS

Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) by appropriate State or County audit agencies occurring during the performance of this agreement. Contractor also agrees to pay to County the full amount of County's liability to the appropriate entity resulting from said audit exceptions that result from a breach of contract.

20. RECORDS RETENTION

Contractor shall maintain and preserve all records related to this agreement in its possession (or will ensure the maintenance of such records in the possession of any third party performing work related to this agreement) for a period of not less than seven (7) years from the effective date of this agreement or until all State audits are complete, whichever is later.

21. CONFIDENTIALITY/PRIVACY/INFORMATION SECURITY

A. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

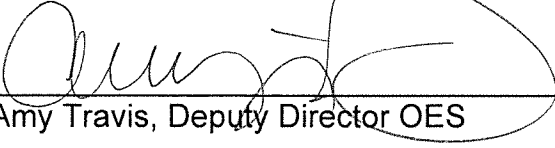
B. To the extent that the work under this Agreement requires the Contractor to have access to PII, the Contractor shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Contractor agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the County, in writing. If and when Contractor becomes aware of, or should reasonably have been aware of a breach of PII, Contractor shall notify County within two (2) business days.

22. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF GLENN, SHERIFF'S OFFICE – OFFICE OF EMERGENCY SERVICES:




Amy Travis, Deputy Director OES

11/9/18

Date

WILLOWS UNIFIED SCHOOL DISTRICT:

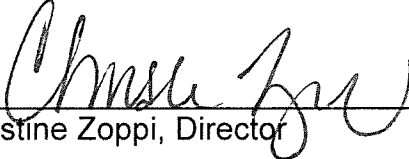


Dr. Mort Geivett, Superintendent

11/8/18

Date

COUNTY OF GLENN, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY APPROVED AS TO CONTENT AND FUND AVAILABILITY:



Christine Zoppi, Director

11-9-18

Date

APPROVED AS TO FORM:



Alicia Ekland, County Counsel
County of Glenn, California

- Approved by Deputy Director Admin EV
- Approved by Deputy Director of Program _____
- Approved by Fiscal Manager RF

Exhibit A Facility Usage Form

Directions – At the time of the incident, contact WUSD to identify which facilities are available what days and times. Complete this form by marking which facilities are to be used, time activated for use, and time deactivated from use. Activator should sign this form and send to WUSD for signature as soon as practical to confirm and document use. WUSD to complete section for anticipated hours/compensation. Upon deactivation, complete deactivation portion, WUSD to complete compensation portion, and both parties should sign.

Facilities to be used for emergency shelter services:

- Showers:**
 - Boys Locker Room Showers (20)
 - Girls Locker Room showers (20)
 - Boys Gym Locker Room showers (10 + 1 ADA)
 - Girls Gym Locker Room showers (10 + 1 ADA)
- Washer and Dryer**
- Multi-purpose room**
- Gym**
- Cafeteria**

Date and time of activation: _____

Anticipated use and/or access to facilities:

- 1-6 hours per day *Notate times available:* _____
- 6-12 hours per day *Notate times available:* _____
- 12-24 hours per day

WUSD:

Custodial costs:

- Number of additional staff (not to exceed 2): _____
- Anticipated number of hours that are in excess of normal schedule: _____

County of Glenn Authorized Signature: _____

WUSD Authorized Signature: _____

Deactivation of WUSD Facilities:

Date and time of site deactivation: _____

Facility clean up to be performed by: _____

If performed by WUSD custodial, cost: _____

WUSD submission of costs:

- Custodial costs: number of staff x hours x \$35 = _____
 - *Staff charges must be reasonable, documented and may only be for the time on site to facilitate the shelter use operations. May not exceed 2 staff per period of use. Staff time must be accounted through timesheets, onsite sign in/out form and use of ICS 214 form.*
- Excess Utility Charge: _____
 - *If yes, total number of hours of facility use at \$50/24 hr period (Charge may only be for the number of hours of facility use, not the total number of days. For example, showers were available for use 6 hours per day. Then the charge may be for 6 hours multiplied by total number of days. Utility charge is \$50 per 24 hour period of use.)*

When signed, both parties agree that the facility has been returned in acceptable condition to the Contractor and the County agrees to the charges as stated and documented.

County Authorized Signature & Date: _____

WUSD Authorized Signature & Date: _____

Exhibit B

Pre-Occupation Facility Assessment

A pre-occupation site assessment should be completed immediately before activating the site for use in order to document any pre-existing damages within the facility e.g., holes, staining, floor tile missing-cracked, equipment or furniture flaws, etc. This can be done by walking through the facility and noting exact locations and types of pre-existing damages on the grid below. After completing the walk-through, the document should be signed and dated by the County representative on-site and facility owner.

Date	Location	Type of Damage	Signatures

Exhibit C

Post-Occupation Facility Assessment

A post-occupation site assessment should be completed immediately upon deactivating the site in order to document any damages that occurred during occupation of the facility e.g., holes, staining, floor tile missing-cracked, equipment or furniture flaws, etc. This can be done by walking through the facility and noting exact locations and types of damages on the grid below. After completing the walk-through, the document should be signed and dated by the County representative on-site and facility owner.

Date	Location	Type of Damage	Method of Repair	Signatures	Repair completed

When signed, both parties agree that the facility has been returned in acceptable condition.

County Authorized Signature & Date: _____

WUSD Authorized Signature & Date: _____