



AGENDA ITEM NO.  
**C22**

# COUNTY OF HUMBOLDT

For the meeting of: June 12, 2018

Date: May 18, 2018

To: Board of Supervisors

From: William F. Honsal, Sheriff

Subject: Senior Wood Agreement Between Humboldt Senior Resource Center and the County of Humboldt Sheriff's Work Alternative Program to Provide Firewood

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Senior Wood Agreement between Humboldt Senior Resource Center (HSRC) and the County of Humboldt Sheriff's Work Alternative Program (SWAP) to provide firewood to senior citizens (Attachment 1) for the period beginning May 1, 2018 and ending April 30, 2019; and
2. Authorize the Sheriff to sign three (3) original copies of the Senior Wood Agreement and any amendments, modifications, extensions or certifications for the life of this agreement.

### SOURCE OF FUNDING:

Humboldt Senior Resource Center

Prepared by *Norma S. Lorenzo*  
 Norma S. Lorenzo, Deputy Director Sheriff Admin

CAO Approval *J. M. [Signature]*

REVIEW: Auditor \_\_\_\_\_ County Counsel *NAN* Human Resources \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:  
 Board Order No. \_\_\_\_\_  
 Meeting of: \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
 Upon motion of Supervisor *Fennell*  
 Seconded by Supervisor *Wilson*  
 Ayes *Fennell, Sundberg, Bohn, Wilson*  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent *Bass*  
 And carried by those members present, the Board hereby approves the recommended action contained in this report.

Dated: *6/12/18*  
 By: *[Signature]*  
 Kathy Hayes, Clerk of the Board

DISCUSSION:

The Humboldt County Sheriff's Office operates the Sheriff's Work Alternative Program (SWAP) whereby low-risk offenders work off their sentences performing manual labor for public works or non-profit organizations in lieu of incarceration. SWAP has formed a partnership with the HSRC to provide a firewood distribution program that benefits low to moderate income senior citizens over 55 years of age whose primary source of heat is firewood. The firewood distribution program benefits both HSRC and SWAP by providing reasonably priced heat to low-income seniors, as well as allowing SWAP participants the opportunity to work in lieu of jail time.

Past agreements required the Sheriff's Office to purchase wood, process it into firewood and sell it to HSRC at a higher rate. The new agreement (Attachment 1) allows HSRC to procure wood, either through donations or purchases, from a variety of community sources, including local businesses and citizens of the County. Since HSRC is procuring the wood, payments to SWAP in the 2018-19 agreement are reduced to \$20 per cord. SWAP will continue to process all firewood under this agreement at the reduced rate, however, it is anticipated the total overall cost to HSRC will also be reduced.

In the upcoming fiscal year the HSRC will issue 1,000 firewood vouchers to local senior citizens who qualify for the program. Each voucher is good for one cord of firewood, however additional vouchers may be issued if the supply of wood is more than anticipated. Seniors are charged a fee per cord based upon income and ability to pay. This is the largest fundraiser for the HSRC and all proceeds are used to provide other programs and services for Humboldt County senior citizens. This agreement covers firewood distribution for a period beginning May 1, 2018 and expiring on April 30, 2019.

As part of the Health Insurance Portability and Accountability Act (HIPAA), the Business Associate Agreement (Attachment 2) the Sheriff agrees to meet confidentiality requirements contained in the HIPAA Privacy Rule.

FINANCIAL IMPACT:

As specified in the agreement (Attachment 1), SWAP will process 1,000 cords of firewood to be sold by the Humboldt Senior Resource Center. HSRC will pay SWAP the sum of \$20,000 plus an additional \$20 per cord for processing firewood if the option for additional firewood is exercised. This revenue helps cover the costs of equipment, fuel and maintenance associated with the firewood distribution program. There are no changes to the prior year agreement quantities of firewood or price per cord. There will be no impact to the General Fund.

Trust Account 3886 Senior Firewood Process has been established to hold funds until expenditures are necessary. Revenue and expenses for fiscal year 2018-19 have been proposed as follows:

1100-243-612055	Senior Wood Process Revenue	\$20,000
1100-243-2199	Firewood Distribution Expense	\$20,000

Approval of the Senior Wood Agreement for fiscal year 2018-19 supports the Board Strategic Framework by facilitating public/private partnership to solve problems in supporting the self-reliance of Humboldt County senior citizens.

OTHER AGENCY INVOLVEMENT:

Humboldt Senior Resource Center

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could deny approval of the Senior Wood Agreement with Humboldt Senior Resource Center for the fiscal year ending April 30, 2019; however, this is not recommended as it would leave HSRC without access to inexpensive firewood for distribution to low-income seniors in Humboldt County.

ATTACHMENTS:

Attachment 1            Senior Wood Agreement

Attachment 1

Senior Wood Agreement

# SENIOR WOOD AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as COUNTY, [on the County's behalf, this agreement will be administered and operated through the Humboldt County Sheriff's Office (HCSO)], and the Humboldt Senior Resource Center, hereinafter referred to as HSRC, an incorporated nonprofit agency, 1910 California Street, Eureka, California 95501.

Both parties are entering this agreement because they are desirous of providing for the health and welfare of the seniors of Humboldt County through furnishing firewood to heat the homes of seniors.

## 1. SCOPE OF AGREEMENT

HCSO will make available one thousand (1,000) cords of firewood to be sold by HSRC to senior citizens during the 2018-2019 firewood sale season. The one thousand cords (1,000) will be sold in three separate sales over the 18/19 firewood season. The first sale being 350 cords, the second sale being 350 cords and the third sale being 300 cords with sale dates to be determined by the HCSO. HSRC will be responsible for procuring all unprocessed wood equivalent to 1,000 cords of firewood. Unprocessed wood is to be delivered to the Sheriff's Work Alternative Program (SWAP) for processing into firewood.

HSRC will sell one voucher to senior for each cord of firewood purchased.

HSRC will pay SWAP for processing firewood at the rate of twenty dollars only (\$20.00) per cord for a total of twenty thousand dollars only (\$20,000) for 1,000 cords. Payments will be made 12 weeks after each sale start date. Payment per sale will be based on cords available at time of sale. For example, if three hundred and fifty (350) cords are available on June 4, a payment of seven thousand dollars only (\$7,000.00) will be made to SWAP on August 27. Should wood availability affect sales, cords counts and payment dates will be renegotiated.

SWAP will also evaluate the amount of wood and notify HSRC if SWAP is interested and capable of participating in an additional surplus sale. If SWAP anticipates the ability to make additional cords available, SWAP will notify HSRC by December 1, 2018. SWAP will also provide an estimate of how many cords are available for a surplus sale. Once notification is made, SWAP will then make available the stated amount of cords of firewood to be sold by HSRC to senior citizens in the community.

HSRC will pay SWAP twenty dollars only (\$20.00) per cord by January 1, 2019 if the option to utilize a surplus sale of additional cords of firewood is exercised.

## 2. TERM

This agreement outlines firewood distribution operations for the 18/19 firewood season. This agreement will expire on April 30, 2019.

### 3. OPERATIONS

Senior participants will be issued a yellow “voucher” by HSRC for each cord of firewood purchased using a sliding scale. The senior will also receive a pink copy which will serve as a receipt for payment. The yellow vouchers will be given to the attendants at the SWAP firewood lot at the time the seniors’ firewood is picked up (either by the purchasers or their designated pickup and delivery person). The vouchers will include the following language: “I understand that purchase or receipt of a firewood voucher in any one year does not create any right, expressed or implied, to purchase any additional firewood vouchers in subsequent years.” HSRC will indicate on each voucher the end date for pickup depending on the sale cycle.

HSRC will begin selling vouchers after the Humboldt County Board of Supervisors’ approval of this agreement, no earlier than June 4, 2018 during the following hours:

- Monday-Friday from 9:00 - 2:30 p.m. at HSRC in Eureka (1910 California Street, Eureka, CA 95501);
- Days and hours of sale at HSRC’s lunch sites in Eureka, Arcata, and Fortuna as well as other community locations as needed will be arranged by HSRC during the season and announced to the public and to the SWAP office.

HSRC will not sell vouchers through the mail. A senior may send a relative, caregiver or friend to purchase their voucher(s). The buyer must provide the senior’s personal information for the purchase (name, address, phone number, age, number in household and household income level). Drivers will be unable to purchase vouchers for anyone other than themselves or immediate family members. HSRC logs all sales information to monitor potential duplicate sales (at all sites).

HSRC reserves the right in their monitoring of purchases to refuse to sell to anyone whom is deemed to be abusing the system (e.g. buying more wood than allotted, false income certification, etc).

HSRC will rent a portable toilet to be placed outside the SWAP woodlot entrance for use on Saturdays during the firewood season.

The vouchers are sold to eligible seniors (those 55 years of age and over who rely primarily on firewood for heating their homes, and meet the income criteria). Families are allowed to purchase one cord of firewood initially, and will be told they may inquire after July 15, 2018 about the availability of more firewood.

The SWAP firewood lot will open for firewood pickup beginning June 16, from 9:00 a.m. through 3:00 p.m., and will operate every Saturday through the designated end date of the 18/19 firewood season. Seniors will be advised when purchasing vouchers of the final date they may pick up the firewood. HSRC will submit a weekly log to SWAP with the names and voucher numbers of the clients assigned to pick up their wood each Saturday. The SWAP team will staff the firewood lot and load the firewood for the seniors.

Firewood delivery drivers on HSRC's referral list will be allowed into the firewood lot during days and hours as scheduled by SWAP.

SWAP will have a list of these drivers' names, and the drivers will carry an identification card or badge similar to the following depiction. Any difficulties with a driver should be reported immediately to Tasha Romo, Nutrition and Activities Program Manager, HSRC Nutrition and Activities Department.

Humboldt Senior Resource Center FIREWOOD DELIVERY DRIVER 2018
Name :
Phone:
Signature

#### **4. PUBLICITY**

SWAP will send out a press release to all local media: radio, newspaper and television twice or more as needed to advise seniors about the firewood distribution process. HSRC will review this press release prior to its distribution to the media. HSRC will also run a press release in its *Sr. News* monthly newspaper, send out Public Service Announcements, post flyers and information sheets at HSRC, and announce the voucher sale frequently at the daily congregate meal.

#### **5. RELATIONSHIP OF PARTIES**

No person performing any of the work or services described herein for HSRC shall be considered an officer, agent, servant or employee of SWAP, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of SWAP. Nothing herein shall be construed as creating a partnership or joint venture between SWAP and HSRC.

#### **6. ASSIGNMENT**

Neither party shall assign its obligations under this Agreement without the prior written consent of the other.

#### **7. SUBCONTRACTING**

HSRC shall not subcontract any portion of the work required by this Agreement without prior written approval of SWAP.

## **8. NONDISCRIMINATORY EMPLOYMENT**

In connection with the execution of this Agreement, HSRC shall not discriminate against any employee or volunteer or application for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

## **9. ENTIRETY OF AGREEMENT**

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

## **10. AMENDMENT**

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

## **11. TERMINATION FOR CAUSE**

If, in the opinion of SWAP, HSRC fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, SWAP may terminate this Agreement immediately, upon notice.

## **12. TERMINATION FOR CONVENIENCE**

At any time and for any reason, upon thirty (30) days' written notice to HSRC, SWAP may terminate this Agreement. Notice may be given by delivering a copy of said notice to HSRC personally, or by mailing a copy of said notice to HSRC. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 13, Notices.

Upon the effective date of termination, HSRC shall not sell any further Vouchers. Fifteen (15) days' after the effective date of termination, HSRC shall provide to SWAP an accounting of all Vouchers sold during the term of this Agreement. SWAP will honor all Vouchers sold by HSRC during the term of this Agreement.

## **13. NOTICES**

Notices shall be given to SWAP at the following address:

Sgt. Timothy Hammer



Humboldt County Sheriff's Office  
Sheriff's Work Alternative Program  
826 Fourth Street  
Eureka, California 95501

Notices shall be given to HSRC at the following address:

Attn: Joyce Hayes, Executive Director  
Humboldt Senior Resource Center  
1910 California Street  
Eureka, California 95501

Notice shall be in writing and may be given by delivering a copy of said notice to SWAP or HSRC personally, or by mailing a copy of said notice to SWAP or HSRC. If mailed, notices shall be deemed received three (3) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

#### **14. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

HSRC certifies by its signature below that HSRC is not a Nuclear Weapons Contractor, in that HSRC is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. HSRC agrees to notify SWAP immediately if it becomes a nuclear weapons contractor as defined above. SWAP may immediately terminate this Agreement if it determines that the foregoing certification is false or if HSRC becomes a nuclear weapons contractor.

#### **15. COMPLIANCE WITH APPLICABLE LAWS**

HSRC shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement, including, but not limited to, the Americans with Disabilities Act.

#### **16. JURISDICTION AND VENUE**

This agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt.

#### **17. SEVERABILITY**

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable

and shall not in any way impair the enforceability of any other provision of this agreement.

## **18. NO WAIVER**

The waiver by either party of any breach or violation of any requirement of this agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

## **19. HOLD HARMLESS**

A. HSRC shall indemnify, defend and hold harmless SWAP and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with HSRC'S duties and obligations under this Agreement and any amendments hereto.

B. SWAP shall indemnify, defend and hold harmless HSRC and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with SWAP'S duties and obligations under this Agreement and any amendments hereto.

C. Notwithstanding Paragraphs a and b, in the event that HSRC and SWAP are both held to be negligently or willfully responsible, HSRC and SWAP will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.

D. Acceptance of insurance, if required by this Agreement, does not relieve HSRC from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by HSRC'S operations regardless if any insurance is applicable or not.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

COUNTY OF HUMBOLDT:

BY \_\_\_\_\_  
Sheriff William Honsal

DATE \_\_\_\_\_

HUMBOLDT SENIOR RESOURCE CENTER:

BY Joyce Hayes  
Joyce Hayes, Executive Director, HSRC

DATE 5/17/18