

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 up to one thousand (1,000) cords of firewood to be sold by HSRC to senior citizens during the 2019-2020 firewood sale season. The one thousand cords (1,000) will be sold in three separate sales over the 19/20 firewood season. Number of cords available per sale will be determined by processed firewood at the time of scheduling sale. HSRC will be responsible for procuring all unprocessed wood equivalent up to 1,000 cords of firewood. Unprocessed wood is to be delivered to the Sheriff's Work Alternative Program (SWAP) for processing into firewood. SWAP will inform HSRC, with minimum of a two week notice, when unprocessed wood is needed. HCSO will maintain a record of logs received at the wood lot indicating entity, quantity, and type of wood. HCSO will provide this record on a monthly basis to HSRC.

HSRC will sell one voucher to seniors 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 February 1, 2020. 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 March 1, 2020 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 19/20 firewood season. This agreement will expire on May 31, 2020.

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 July 8, 2019 during the following hours:

- Monday-Friday from 9:00 - 2:00 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).

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 Aug 30, 2019 about the availability of more firewood.

The SWAP firewood lot will open for firewood pickup beginning July 13, 2019 from 9:00 a.m. through 3:00 p.m., and will operate every Saturday through the designated end date of the 19/20 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 2019 Name : Phone: Signature
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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 6/10/19