

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
THE CITY OF REDDING**

This agreement (the “Agreement”) is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California (“County”), and the City of Redding, through its Police Department, a municipal corporation (“City”), (collectively, the “Parties” and individually a “Party”) for the provision of elder and dependent adult crimes and abuse investigative services.

Section 1. RESPONSIBILITIES OF CITY

A. Pursuant to the terms and conditions of this Agreement, City shall:

1. Provide to County’s Adult Protective Services (“APS”), elder and dependent adult crimes and abuse investigative services by a sworn police officer (“Detective”) for at least 20 hours per week.
2. Provide a Detective, pursuant to Section 1.A. of this Agreement, who is trained in and knowledgeable of elder and dependent adult crimes and abuse investigative services prior to assignment to County.
3. Supervise the Detective.
4. Coordinate elder and dependent adult crimes and abuse case assignments with the APS Program Manager and APS Social Worker Supervisor to ensure the most effective results with input from the following County agencies:
 - a. Health and Human Services Agency (“HHSA”), Behavioral Health and Social Services Branch; and
 - b. Sheriff’s Office, and
 - c. District Attorney’s Office (“DA”).
5. Coordinate Detective’s field responses, interviews, and investigative activities with APS staff to ensure efficiency.
6. Ensure the assigned Detective accompanies APS staff, upon request by APS Program Manager, APS Social Worker Supervisor, or APS Social Worker, on emergency responses involving potential elder or dependent adult crimes and abuse activities.
7. Ensure the assigned Detective assists APS staff, at the request of the APS Program Manager, when presenting community education training regarding elder and dependent adult crimes and abuse awareness.
8. Cooperate with APS in the referral of cases to the DA for prosecution of criminal charges relating to elder and dependent adult crimes and abuse.
9. Assign RPD staff to attend court proceedings and testify as witnesses when requested by APS or the DA.
10. At times of critical need, as determined by City, maintain the ability to temporarily call away the Detective from his/her assignment as prescribed in this Agreement.

11. When there is no critical need and all APS duties as prescribed in this Agreement have been accomplished, as determined by County, the Detective may devote any remaining time to community education about elder and dependent adult crimes and abuse, as coordinated between City and County.
 12. Ensure Detective participates in:
 - a. Weekly APS team meetings; and
 - b. As directed by County, monthly Adult Services Multi-Disciplinary Team meetings to discuss specific cases of interest; and
 - c. As directed by Detective's supervisor, training offered by APS and/or RPD about elder and dependent adult crimes and abuse.
 13. Submit Monthly Progress Report, attached and incorporated herein as Exhibit C, by the 10th day of the month. The final monthly progress report shall be submitted by the 10th day of the month following the termination, expiration or cancellation of this Agreement.
- B. As required by Government Code section 7550, each document or report prepared by City for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amount of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. City shall label the bottom of the last page of the document or report as follows: department name, Agreement number, and dollar amount. If more than one document or report is produced under this Agreement, City shall add: "This [document or report] is one of [number] produced under this Agreement."
- C. City shall acknowledge the funding source of all activities undertaken pursuant to this Agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."
- D. City's violation or breach of Agreement terms may result in fiscal penalties, withholding of compensation, or termination of Agreement.

Section 2. RESPONSIBILITIES OF COUNTY

Pursuant to the terms and conditions of this Agreement, County shall:

- A. Provide trained and knowledgeable social workers to coordinate investigative efforts in cases of alleged dependent adult and elder crimes and abuse reported to APS.
- B. Provide training on dependent adult and elder crimes and abuse to City staff who provide services as prescribed in this Agreement as agreed upon by both Parties.
- C. Cooperate with City in the collection of data and evidence in cases that involve suspected dependent adult and elder crimes and abuse.

- D. Assist the Detective in preparing and referring cases of alleged dependent adult and elder crimes and abuse to the DA for prosecution.
- E. Cooperate with City in the investigation and prosecution of cases determined to meet the legal criteria for dependent adult and elder crimes and abuse prosecution.
- F. Compensate City as prescribed in Sections 3 and 4 of this Agreement and shall monitor the outcomes achieved by City.
- G. Monitor City's performance to assure compliance with the terms, conditions and specifications of the Agreement.

Section 3. COMPENSATION

- A. In accordance with the budget ("Budget") as prescribed in **Exhibit A**, attached and incorporated herein, County shall pay to City a maximum of \$427,239.00 for all reasonable and necessary costs in accordance with 2 Code of Federal Regulations ("CFR") Part 200, Subpart F, for satisfactorily providing services pursuant to this Agreement. In no event shall the maximum amount payable under this Agreement exceed \$427,239.00.
- B. City shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this Agreement.
- C. City's violation or breach of Agreement terms may result in fiscal penalties, withholding of compensation, or termination of Agreement.
- D. The services shall be paid on monthly basis (from the first day to the last day of each calendar month). If the monthly services begin (or end) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of services during the month.

Section 4. BILLING AND PAYMENT

- A. City shall submit to Health and Human Services Agency, Administration Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th of each month, following the month of services rendered the preceding month, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of business of the City, accompanied by an **Expenditure Report, Exhibit B**, attached and incorporated herein, along with supporting documentation. County shall make payment within 30 days of receipt of City's correct and approved statement or invoice.
- B. Compensation under this Agreement shall be reduced by applicable City revenues. The term "applicable City revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to City's compensation under this Agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable City

revenues, accruing or received by City relate to allowable costs, they shall be credited to County either as a reduction in compensation, a cost reduction, or a cash refund, as appropriate.

- C. Should County, or the state or federal government, disallow any amount claimed by City, City shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT

This Agreement shall commence as of July 1, 2024, and shall end June 30, 2027. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this Agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall end as of June 30 of the last County fiscal year for which funds for this Agreement were appropriated. For the purposes of this Agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify City in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT

- A. If City materially fails to perform City's responsibilities under this Agreement to the satisfaction of County, or if City fails to fulfill in a timely and professional manner City's responsibilities under this Agreement, or if City violates any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement for cause effective immediately upon the County giving written notice thereof to City. If termination for cause is given by County to City and it is later determined that City 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 30 days written notice to City.
- C. County may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased during the term of this Agreement.
- D. Either Party may terminate this Agreement immediately upon oral notice should either Party be unable to comply with the obligations of this Agreement due to any material cause which is beyond the reasonable control of County or City, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond County's or City's control.
- E. County's right to terminate this Agreement may be exercised by the County Executive Officer or their designee, as identified when this Agreement was executed.

- F. Should this Agreement be terminated, City shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by City pursuant to this Agreement.
- G. If this Agreement is terminated, City shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. 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. City shall be entitled to no other benefits other than those specified herein. City specifically acknowledges that in entering into and executing this Agreement, City 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, including retroactive, 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 City and the 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 and the provisions of any of this Agreement's exhibits or appendices, the provisions of this Agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this Agreement is intended to secure the specialized services of City. Neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of other Party and any assignment in violation of this provision shall be null and void. The waiver, forbearance, or indulgence by either Party of any breach of any requirement of this Agreement shall not constitute a waiver of the covenant or condition of the Agreement or be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CITY

City 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 City performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by City shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is

to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. City shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if City were a County employee. County shall not be liable for deductions for any amount for any purpose from City's compensation. City shall not be eligible for coverage under County's workers' compensation insurance plan nor shall City be eligible for any other County benefit. City must issue W-2 and 941 Forms for income and employment tax purposes, for all of City's assigned personnel under the terms and conditions of this Agreement.

Section 10. INDEMNIFICATION

- A. To the fullest extent permitted by law, each Party shall defend, indemnify and hold the other Party, its governing body, officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement. It is the intent of the Parties hereto that, where negligence or fault is determined to have been contributory, the principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to a finding of the Party's negligence or the fault of that Party.
- B. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Section 11. INSURANCE COVERAGE

City and County are both covered and will remain covered throughout the term of this Agreement by policies of insurance or programs of self-insurance, for general liability, automobile liability, professional liability, property, workers' compensation and employer's liability. Upon request by one Party a certificate of coverage will be furnished to the other Party.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with City or if any lawsuit is instituted concerning City's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, City shall give prompt and timely notice thereof to County. 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 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Each Party 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 Agreement and the work or services to be provided pursuant to this Agreement.
- B. Each Party shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. Each Party shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- D. 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.
- E. Each Party represents that it is in compliance with and agrees that City shall 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.
- F. No funds or compensation received by City under this Agreement shall be used by City for sectarian worship, instruction, or proselytization. No funds or compensation received by City under this Agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- G. In addition to any other provisions of this Agreement, each Party shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of such Party's noncompliance with the provisions of this section.

Section 14. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

- A. City hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808

of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.

- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and City hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.
- C. By giving this Assurance of Compliance, City agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on City as long as City is receiving federal or state funding pursuant to the Agreement in which this Assurance of Compliance is included.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of City that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of City or County. Except where longer retention is required by federal or state law, City shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Each Party shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this Agreement. Each Party shall maintain records providing information that account for all funds and expenses related to the provision of

services provided pursuant to this Agreement. The responding Party shall provide access to these records to the requesting Party during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by the requesting 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. City agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this Agreement. City agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. City agrees that County 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 City.

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Either Party's failure to comply with state and federal child, family, and spousal support reporting requirements regarding such Party's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement. The failure to cure such default within 90 days of notice by other Party shall be grounds for termination of this Agreement.

Section 17. LICENSES AND PERMITS

City, and City's officers, employees, and agents performing the work or services required by this Agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. 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 by County.

Section 18. PERFORMANCE STANDARDS

City shall perform the work or services required by this Agreement in accordance with the industry and/or professional standards applicable to City's work or services.

Section 19. CONFLICTS OF INTEREST

City and City's officers and employees shall not 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 20. NOTICES

- A. Except as provided in section 6.C. and 6.D. of this Agreement (oral notice of termination), 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
HHSA Behavioral Health & Social Services Branch
Attn: Contracts
P.O. Box 496005
Redding, CA 96049
Tele: (530) 225-5900
Fax: (530) 229-8404

If to City: Management Analyst
City of Redding Police Department
777 Cypress Avenue
Redding, CA 96001
Tele: (530) 225-4211
Fax: (530) 225-4568

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Agreement, any written or oral notices on behalf of the County as provided for in this Agreement may be executed and/or exercised by the County Executive Officer or his/her designee.

Section 21. 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 22. COMPLIANCE WITH POLITICAL REFORM ACT

City 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 City to disclose financial interests and to recuse from influencing any County decision which may affect City's financial interests. If required by the County's Conflict of Interest Code, City shall comply with the ethics training requirements of Government Code sections 53234, *et seq.* County, including its employees, agents, and subconsultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. County shall comply with all requirements of the Political Reform Act (Government Code § 8100 *et seq.*) and other laws relating to conflicts of interest.

Section 23. 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 24. COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to City or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by City or its subsidiaries, provided that City approves such setoff in writing.

Section 25. CONFIDENTIALITY

During the term of this Agreement, both Parties may have access to information that is confidential or proprietary in nature and agree to treat such records as confidential, provided that said records are exempt from public disclosure under the California Public Records Act (Cal. Gov. Code § 7920.000 et seq.) ("CPRA"). A disclosure of said records by one Party to another Party shall not constitute a waiver of the CPRA exemptions. 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. Notwithstanding anything to the contrary herein, if City determines that any records provided by County are not exempt from public disclosure under the CPRA, City may disclose such records (redacted or unredacted) in response to a CPRA request and shall not be liable to County (or any third person) for such disclosure. City shall promptly notify County about any request that may require disclosure of the records obtained from County. County, at its own cost and expense, may contest the City's determination to disclose such records in the way available to County under the law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 26. CONFIDENTIALITY OF CLIENT INFORMATION

City shall comply with, and require all of City'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 27. USE OF COUNTY PROPERTY

City shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of City's obligations under this Agreement.

Section 28. ELECTRONIC SIGNATURES

- A. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign a document or record created, generated, sent, communicated, received, or stored by electronic means.
- B. Except as otherwise provided in the Agreement or as otherwise required by law, the Parties hereby consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures as the alternative to paper documents and manual signatures.
- C. The Parties agree that electronic signatures, whether digital or encrypted, by their respective signatories are intended to authenticate such signatories and to give rise to a valid, enforceable, and fully effective agreement and have the same force and effect as manual signatures.
- D. The Parties represent the following:
 - 1. Their respective signatories have the authority to sign this Agreement, and no certification authority or other third-party verification is necessary to validate their electronic signatures, and the lack of such certification or third-party verification will not in any way affect the enforceability of the electronic signatures or any resulting agreement between the Parties.
 - 2. An electronic signature of their respective signatory is unique to the person using it, capable of verification, under the sole control of the person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated, and conforms to the regulations adopted by the California Secretary of State as may be amended from time to time.
- E. Notwithstanding any other provisions of the Agreement, County agrees to indemnify and hold harmless the City and its officers, employees, and agents from and against any and all demands, liabilities, expenses, losses, causes of action, claims, obligations, judgements, or damages, including reasonable attorneys' fees and costs of litigation, arising from the falsity or breach of any County's representation, whether or not the falsity or breach is caused by the County's active or passive negligence, contained in this section of the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and City have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this Agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

KEVIN W. CRYE, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:
DAVID RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
JOSEPH LARMOR
County Counsel

RISK MANAGEMENT APPROVAL

Signed by: 02/06/2025 | 1:53 PM PST
By: Trisha C. Weber
Trisha C. Weber
Assistant County Counsel

Signed by: 02/06/2025 | 12:32 PM PST
By: Dolene Lane
Dolene Lane
Risk Manager

CITY OF REDDING

Date: 02/06/2025 | 11:40 AM PST

Signed by:
By: Barry Tipton
BARRY TIPTON, CITY MANAGER

ATTEST:
SHARLENE TIPTON
City Clerk

Signed by:
By: Sharlene Tipton
5DF7F56BFD5A464...

Approved as to form:
CHRISTIAN M. CURTIS
City Attorney

Signed by:
By: Christian Curtis
631A7B863DDB4CE...

Date: 02/06/2025 | 10:53 AM PST

Tax I.D.#: On File

EXHIBIT A

**CITY OF REDDING POLICE DEPARTMENT
BUDGET**

Shasta County Health & Human Services Agency
2600 Park Marina Drive
Redding, CA 96001

Redding Police Department
777 Cypress Avenue
Redding, CA 96001

Multi-Year Service Budgets					
Budget Category	Budget Period 7/1/24-6/30/25	Budget Period 7/1/25-6/30/26	Budget Period 7/1/26-6/30/27	Total Budgeted Costs	
Personnel/Position	FTE				
Detective (1040 hrs. @ \$67.80)	0.50	70,512.00			70,512.00
Detective (1040 hrs. @ \$69.15)	0.50		71,916.00		71,916.00
Detective (1040 hrs. @ \$70.53)	0.50			73,352.00	73,352.00
					0.00
					0.00
Fringe Benefits	98%+-	69,097	70,478.00	71,884.00	211,462.00
Total Salaries and Benefits		\$139,609.00	\$142,394.00	\$145,236	\$427,239
Operating Expenses					
Office Expenses/Supplies					0.00
Equipment					0.00
Rents/Leases					0.00
Utilities/Communications					0.00
Travel					0.00
Software					0.00
(OTHER - Please Specify)					0.00
Total Operating Expenses		\$0.00	\$0.00	\$0.00	\$0.00
Other Expenses					
Fixed Assets					0.00
(OTHER - Please Specify)					0.00
(OTHER - Please Specify)					0.00
Total Other Expenses		\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses		\$139,609.00	\$142,394.00	\$145,241.00	\$427,239.00
Administrative Cost		\$0.00	\$0.00	\$0.00	\$0.00
(Not to exceed 10% of salaries)					
Totals		\$139,609.00	\$142,394.00	\$145,241.00	\$427,239.00

EXHIBIT B**EXPENDITURE REPORT**

Organization Name

Address

City, ST Zip

Check for final Report ☐

Date of Report

Term of Contract:

Period of Report

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
Personnel/Position					
Fringe Benefits					
Total Salary and Benefits					
Operating Expenses					
Office Expenses/Supplies					
Equipment					
Rents/Leases					
Utilities/Communications					
Travel					
(OTHER - Please Specify)					
Total Operating Expenses					
Other Expenses					
Fixed Assets					
(OTHER - Please Specify)					
Total Other Expenses					
Total Expenses					
Administrative Cost					
(Not to exceed 10% of Salaries)					
Totals					

Invoice Total

\$-,---,--

Prepared by: (type name here)

Date

Telephone #

FOR COUNTY USE ONLY:	
Cost Center	
Account Code	
Project Code	
Activity Code	

EXHIBIT C

MONTHLY PROGRESS REPORT

COMPLETED FORMS MAY BE EMAILED OR FAXED

Shasta County Health and Human Services Agency

Behavioral Health and Social Services Branch

ATTN: Contracts

2640 Breslauer Way, Redding CA 96001

Email: ASContracts@ShastaCounty.gov

Phone: (530) 225-5200 FAX Number: (530) 229-8404

Month Covered by Report: _____

Date of Report: _____

1. Attach list of cases worked during this reporting month.	
2. Number of open investigations:	
3. Number of investigations referred to the DA:	
4. Relevant trainings attended	
5. Other involved activities	