



SHASTA COUNTY

BOARD OF SUPERVISORS

1450 Court Street, Suite 308B
Redding, California 96001-1673
(530) 225-5557
(800) 479-8009
(530) 225-5189 FAX

Supervisor David A. Kehoe, District 1
Supervisor Leonard Moty, District 2
Supervisor Mary Rickert, District 3
Supervisor Steve Morgan, District 4
Supervisor Les Baugh, District 5

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, February 6, 2018, 9:00 AM

The Board of Supervisors welcomes you to its meetings which are regularly scheduled for each Tuesday at 9:00 a.m. in the Board of Supervisors Chambers on the second floor of the Shasta County Administration Center, 1450 Court Street, Suite 263, Redding, California. Your interest is encouraged and appreciated.

The agenda is divided into two sections: **CONSENT CALENDAR:** These matters include routine financial and administrative actions and are usually approved by a single majority vote. **REGULAR CALENDAR:** These items include significant financial, policy, and administrative actions and are classified by program areas. The regular calendar also includes "Scheduled Hearings," which are noticed hearings and public hearings, and any items not on the consent calendar.

TO ADDRESS THE BOARD: Members of the public may directly address the Board of Supervisors on any agenda item on the regular calendar before or during the Board's consideration of the item. In addition, the Board of Supervisors provides the members of the public with a Public Comment-Open Time period, where the public may address the Board on any agenda item on the consent calendar before the Board's consideration of the items on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. Pursuant to the Brown Act (Govt. Code section 54950, et seq.), **Board action or discussion cannot be taken** on non-agenda matters, but the Board may briefly respond to statements or questions and, if deemed necessary, refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.

Persons wishing to address the Board are requested to fill out a Speaker Request Form and provide it to the Clerk before the meeting begins. Speaker Request Forms are available at the following locations: (1) online at http://www.co.shasta.ca.us/BOS/docs/Request_to_talk.pdf, (2) from the Clerk of the Board on the third floor of 1450 Court Street, Suite 308B, Redding, and (3) in the back of the Board of Supervisors Chambers. If you have documents to present for the members of the Board of Supervisors to review, please provide a minimum of ten copies. When addressing the Board, please approach the rostrum, and after receiving recognition from the Chairman, give your name and comments. Each speaker is allocated three minutes to speak. **Comments should be limited to matters within the subject matter jurisdiction of the Board.**

CALL TO ORDER

Invocation: Pastor Paul Schmidt, Liberty Hill Christian Church

Pledge of Allegiance: Supervisor Morgan

REGULAR CALENDAR

Members of the public may directly address the Board of Supervisors on any agenda item on the regular calendar before or during the Board's consideration of the item. Persons wishing to address the Board are requested to fill out a Speaker Request Form prior to the beginning of the meeting (forms are available from the Clerk of the Board, 1450 Court Street, Suite 308B, Redding, or in the back of the Board of Supervisors Chambers). If you have documents to present for the members of the Board of Supervisors to review, please provide a minimum of ten copies. Each speaker is allocated three minutes to speak.

BOARD MATTERS

R 1 Board Matters

Adopt a resolution which recognizes Shasta County Department of Public Works Associate Engineer, Charleen Beard, as Shasta County's Employee of the Month for February 2018.

No Additional General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a proclamation which designates February 2018 as "2-1-1 Awareness Month" in Shasta County.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC COMMENT PERIOD - OPEN TIME

During the Public Comment Open Time period, the public may address the Board on any agenda item on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. Persons wishing to address the Board during Public Comment Open Time are requested to fill out a Speaker Request Form and, if you have documents to present to the Board of Supervisors, please provide a minimum of ten copies.

CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member or staff member may request that an item be removed from the Consent Calendar for discussion and consideration. Members of the public may comment on any item on the Consent Calendar during the Public Comment Period - Open Time, which shall precede the Consent Calendar.

GENERAL GOVERNMENT

C 1 Clerk of the Board

Receive and approve the Chairman's appointments and liaison assignments for the calendar year 2018.

No General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Take the following actions regarding the Buckeye Fire Protection District Board of Directors: (1) Reappoint Fred M. Braun and Michael Smith to terms to December 2021; and (2) appoint Angie Wagner and Nicholas Braun to terms to December 2021.

No General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Reappoint Jeff Avery, Bill Kohn, Clifford Curry, Roger Lawson, and Pat Corey to the Economic Development Corporation Board of Directors to terms to January 2020.

No General Fund Impact

Simple Majority Vote

C 4 Clerk of the Board

Appoint Ann Morningstar as a County Representative-Alternate to the Planning and Service Area (PSA) 2 Area Agency on Aging-Executive Board.

No General Fund Impact

Simple Majority Vote

C 5 Clerk of the Board

Approve the minutes of the meeting held on January 23, 2018 as submitted.

No General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 6 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2017, to the agreement with Cascades Management, Inc., d.b.a. Ridgeview Residential Care Home to provide adult residential care home services increasing the daily bed rate from \$105 per day to \$115 per day, retaining the maximum compensation not to exceed \$1,839,600 during the entire term of the agreement, and the term of August 1, 2015 through June 30, 2018.

No Additional General Fund Impact

Simple Majority Vote

C 7 Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign an agreement with Remi Vista, Inc. in an amount not to exceed \$225,000 to provide residential specialty mental health services to eligible children for the period date of signing through June 30, 2018, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 8 Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign an amendment to the agreement with Victor Treatment Centers, Inc. for the provision of specialty mental health services

to eligible children to add intensive case coordination and intensive home-based services and increase maximum compensation by \$1,600,000, for a new maximum compensation amount not to exceed \$2,200,000 during the entire term of the agreement, retaining the term July 1, 2017 through June 30, 2018, with two automatic one-year renewals.

No Additional General Fund Impact Simple Majority Vote

C 9 Health and Human Services Agency-Public Health

Take the following actions: (1) Approve and authorize the Health and Human Services Agency (HHS) Director or the Public Health Branch Director to accept and sign or electronically sign the Terms and Conditions (T&C) and submit an application to the Public Health Accreditation Board to enter HHS – Public Health into the Public Health Accreditation Program, in an amount not to exceed \$54,600 (including advance payments for the Initial Accreditation Review Fee in the amount of \$21,000 and the Annual Accreditation Services Fee in the amount of \$8,400 per year for the remaining four years of the five-year program) for the period Spring 2018 through Spring 2023; and (2) approve and authorize the HHS Director or the Public Health Branch Director to accept and sign or electronically sign prospective and retroactive amendments and other documents related to the T&C that result in a net change not to exceed \$10,920, and other, non-monetary amendments as necessary, in compliance with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact Simple Majority Vote

LAW AND JUSTICE

C 10 District Attorney

Approve and authorize the Chairman to sign a Memorandum of Understanding (MOU) with the City of Redding providing for establishment of and potential future funding in the amount of \$200,000 (\$100,000 from the City of Redding and \$100,000 from the County) for the second year of a community prosecution program for the period from the date of signing through June 30, 2019, with one optional one-year extension.

General Fund Impact Simple Majority Vote

C 11 Sheriff

Take the following actions: (1) Award the bid to and authorize the purchase of a new boat and trailer from Rogue Jet Boatworks for the total purchase price of \$79,955 (including sales tax and delivery); (2) authorize the Sheriff or his designee to sign amendments to the existing grant agreement, or other documents as may be required by the California Department of Parks and Recreation Division of Boating and Waterways, that do not increase the grant award and facilitate expenditure of the balance of the grant award for replacement of a boat engine in an existing boat in the fleet; and (3) approve a budget amendment in the Sheriff's

Office Boating Safety Unit Fiscal Year 2017-18 budget increasing revenues and appropriations in the amount of \$100,000.

No Additional General Fund Impact 4/5 Vote

PUBLIC WORKS

C 12 Public Works

Approve and authorize the Chairman to sign an amendment to the agreement with Randall J. Hauser d.b.a. Enplan to limit maximum compensation to \$999,999 including any amendments (not to exceed \$300,000 in any fiscal year), amend the compensation rates, and extend the term from the date of signing through December 31, 2018, to provide environmental and cultural resource consulting services.

No General Fund Impact Simple Majority Vote

C 13 Public Works

Approve and authorize the Chairman to sign five Assignment of Personal Services Agreements, effective date of signing, from North State Resources, Inc. to Stantec Consulting Services, Inc. for the following environmental consulting services agreements: (1) On-Call Environmental Services; (2) Bear Mountain Road at Deep Hole Creek Bridge Replacement; (3) Deschutes Road Widening; (4) Riverland Drive Widening; and (5) 2017 Storm Damage Projects.

No General Fund Impact Simple Majority Vote

C 14 Public Works

Take the following actions regarding the "Public Defender/Adult Probation Roofing Project," Contract 610435: (1) Award to the low bidder, MCM Roofing Company, Inc., on a lump sum basis in the amount of \$267,598; (2) approve a budget amendment increasing appropriations and revenue by \$225,000 in the Land Buildings and Improvement budget; (3) approve a budget amendment increasing appropriations and revenue by \$161,067 in the Public Defender budget; (4) approve a budget amendment increasing appropriations and revenue by \$63,933 in the Probation Adult budget; and (5) approve a budget amendment increasing appropriations by \$225,000 in the Accumulated Capital Outlay budget, offset with the use of fund balance.

No Additional General Fund Impact 4/5 Vote

C 15 Public Works

Take the following actions regarding the "Gas Point Road Widening Project," Contract No. 702976: (1) Approve and authorize the Chairman to sign right-of-way contracts with: (a) Karen Ball and Michael Ball for right-of-way (0.09 acres at \$7,200) plus a Federal Highway Administration (FHWA) signing incentive of \$1,000; (b) Kenneth W. Watland and Pamela Watland for right-of-way (0.09 acres at \$5,800) plus a FHWA signing incentive of \$1,000; and (2) accept two Easement Deeds conveying the right-of-way parcels.

No General Fund Impact

Simple Majority Vote

C 16 Public Works

Health and Human Services Agency-Business and Support Services

Take the following actions regarding the “HHS Access Control System Project,” Contract No. 610487: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after Thursday, March 8, 2018, at 11 a.m.

No Additional General Fund Impact

Simple Majority Vote

OTHER DEPARTMENTS

C 17 Information Technology

Take the following actions: (1) Approve and authorize the Chairman to sign a retroactive renewal agreement with Microsoft Volume Licensing Enterprise Enrollment in an amount of \$1,291,910.64 to provide maintenance and support of Microsoft Client Access software licenses, Windows desktop operating system licenses, and Office 365 (O365) subscription licenses for the period February 1, 2018 through January 31, 2021; and (2) approve and authorize the County Executive Officer to sign amendments to the agreement to add additional software products as Microsoft makes them available as part of the O365 software component to the list of available options that do not otherwise result in a substantial or functional change to the intent of the original agreement as long as they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact

Simple Majority Vote

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

The Shasta County Board of Supervisors will recess and reconvene as the Shasta County Water Agency.

SDC 1 Clerk of the Board

Receive and approve the Chairman's appointment to the Redding Area Water Council Policy Advisory Committee for the year 2018.

No General Fund Impact

Simple Majority Vote

The Shasta County Water Agency will adjourn and reconvene as the Shasta County Board of Supervisors.

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 3 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related to Shasta County's legislative platform; and (2) receive Supervisors' reports on countywide issues.

No General Fund Impact

No Vote

R 4 Clerk of the Board

Adopt a resolution which declares, in summary, that: (1) Shasta County's policies comply with federal immigration laws; (2) the County does not constitute a "sanctuary" jurisdiction; and (3) the County will endeavor to provide appropriate interagency assistance to United States immigration authorities within the limits of its resources, including funding, personnel availability, and jail capacity, and also within the limits of its legal obligations, including the limits of its legal obligations imposed by state law and judicial authority.

No General Fund Impact

Simple Majority Vote

R 5 Clerk of the Board

As introduced on January 23, 2018, enact An Ordinance of the Board of Supervisors of the County of Shasta Establishing Compensation for Members of the Board of Supervisors that reduces the County contributions to health care premiums for the Board of Supervisors during their terms of services and otherwise establishes the employment benefits for the Board of Supervisors as those identified in Chapter 39 of the Shasta County Personnel Rules, adopted on January 23, 2018, that pertain to the Board of Supervisors.

General Fund Impact

Simple Majority Vote

R 6 Support Services-Personnel

Approve and authorize the Chairman to sign a Fifth Amendment to the Employment Contract with the County Executive Officer extending the term of the contract to January 5, 2021, with no changes in compensation.

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

R 7 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 30 minutes):

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9, subdivision (d), paragraph (1)):

Names of Cases: Everett Jewett, et al v. Shasta County Sheriff's Department, et al.

At the conclusion of the Closed Session, reportable action, if any, will be reported in

Open Session.

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
2/7/2018	6:00 p.m.	Public Safety Workshop	Board Chambers
2/8/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
2/12/2018		HOLIDAY- OFFICES CLOSED	
2/13/2018		Board of Supervisors Meeting Canceled	
2/19/2018		HOLIDAY- OFFICES CLOSED	
2/20/2018		Board of Supervisors Meeting Canceled	
2/27/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
3/6/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
3/6/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
3/8/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Clerk of the Board's Office.

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: adacoordinator@co.shasta.ca.us. Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please call Clerk of the Board (530) 225-5550 two business days before the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format.

The Board of Supervisors meetings are viewable on Shasta County's website at www.co.shasta.ca.us.

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673.

This document and other Board of Supervisors documents are available online at www.co.shasta.ca.us.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Shasta County Employee Recognition Program February 2018 Employee of the Month.

DEPARTMENT: Board Matters
Support Services-Personnel

Supervisory District No. : All

DEPARTMENT CONTACT: Alene Eddy, Executive Assistant-Conf. 530-225-5120

STAFF REPORT APPROVED BY: Angela Davis, Director of Support Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Adopt a resolution which recognizes Shasta County Department of Public Works Associate Engineer, Charleen Beard, as Shasta County's Employee of the Month for February 2018.

SUMMARY

The Shasta County Employee Recognition Committee meets on a regular basis to screen nominees for the Employee of the Month Program. After reviewing nominations, the Employee Recognition Committee is recommending for Board recognition and approval, the Employee of the Month for February 2018.

DISCUSSION

Shasta County is fortunate to have many exemplary employees. On a daily basis, their dedication, integrity, creativity, and professionalism are called upon to maintain the high quality of local public services enjoyed by the citizens of Shasta County. Their jobs are becoming more challenging as public expectations of service and demands for increased efficiency escalate. In this environment, it is important that we recognize those employees who set the standard of excellence and dedication for the entire organization. Their contribution deserves the thanks and appreciation of the entire County family and the citizens of the community.

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Charleen Beard, Associate Engineer, Shasta County Department of Public Works, be recognized as the February 2018 Employee of the Month.

Ms. Beard administers 80 Permanent Road Divisions (PRDs), of which includes PRD formation, budgets, contracts, and public involvement. Ms. Beard, working with the County Counsel's office, consolidated PRDs which reduces expenses and improves the PRD formation process. Also, Ms. Beard has combined minor County road improvements into her PRD

construction contracts for efficiency and to realize economies of scale.

Ms. Beard has assumed a local leadership role in the Sustainable Groundwater Management Act (SGMA) compliance. She negotiated a Memorandum of Understanding with Anderson-Cottonwood Irrigation District, Bella Vista Water District, City of Anderson, City of Redding, and Clear Creek Community Services District. The County joined with these other agencies to form a Ground Water Sustainability Agency (GSA) for the Redding Groundwater Basin.

Ms. Beard is currently working on a leak detection grant project and has produced operations manuals, licensing documents, and reports. She performs difficult duties with a high degree of technical proficiency.

ALTERNATIVES

No other alternatives are recommended.

OTHER AGENCY INVOLVEMENT

The Employees participating on the Employee Recognition Committee include: Jack Ball, Maintenance Supervisor; Ayla Tucker, Administrative Analyst I; Michael Conti, HHSA Program Manager; Mark Dudley, Correctional Officer-Deputy Sheriff; Captain Pat Kropholler, and Angela Davis, Director Support Services.

FINANCING

The cost of the Employee Recognition Program is nominal. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Resolution - EOM February 2018	1/22/2018	Resolution - EOM February 2018

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING CHARLEEN BEARD, ASSOCIATE ENGINEER
OF SHASTA COUNTY'S DEPARTMENT OF PUBLIC WORKS,
AS FEBRUARY 2018 EMPLOYEE OF THE MONTH**

WHEREAS, the Shasta County Board of Supervisors has adopted the Shasta County Employee Recognition Program to identify exceptional employees who deserve to be recognized and honored for their contribution to County service; and

WHEREAS, such recognition is given to the employee meeting the criteria of the program, namely exceptional customer service, professionalism, high ethical standards, initiative, innovation, teamwork, productivity, and service as a role model for other public employees; and

WHEREAS, the Shasta County Employee Recognition Committee has considered all current nominations for the Shasta County Employee of the Month;

NOW, THEREFORE, BE IT RESOLVED that Charleen Beard, Associate Engineer, of Shasta County's Department of Public Works, is hereby named Shasta County Employee of the Month for February 2018; and

BE IT FURTHER RESOLVED that Ms. Beard administers 80 Permanent Road Divisions (PRDs), of which includes PRD formation, budgets, contracts, and public involvement. Ms. Beard, working with the County Counsel's office, consolidated PRDs which reduces expenses and improves the PRD formation process. Also, Ms. Beard has combined minor County road improvements into her PRD construction contracts for efficiency and to realize economies of scale.

Ms. Beard has assumed a local leadership role in the Sustainable Groundwater Management Act (SGMA) compliance. She negotiated a Memorandum of Understanding with Anderson-Cottonwood Irrigation District, Bella Vista Water District, City of Anderson, City of Redding, and Clear Creek Community Services District. The County joined with these other agencies to form a Ground Water Sustainability Agency (GSA) for the Redding Groundwater Basin.

Ms. Beard is currently working on a leak detection grant project and has produced operations manuals, licensing documents, and reports. She performs difficult duties with a high degree of technical proficiency.

DULY PASSED AND ADOPTED this 6th day of February, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LES BAUGH, CHAIRMAN

Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: BOARD MATTERS-2.

SUBJECT:

Proclamation Designating February 2018 as Shasta County 2-1-1 Awareness Month

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Donnell Ewert, Director, Health and Human Services Agency, (530) 225-5899

STAFF REPORT APPROVED BY: Donnell Ewert, Director, Health and Human Services Agency

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Adopt a proclamation which designates February 2018 as “2-1-1 Awareness Month” in Shasta County.

SUMMARY

N/A

DISCUSSION

Since 2011, Shasta County has contracted with the United Way of Northern California (UWNC) for the purpose of administering the 2-1-1 Shasta Information and Referral human services helpline in Shasta County (2-1-1). The 2-1-1 Shasta system is a free and confidential service that answers calls twenty-four hour, seven day a week (24/7), 365 days a year in over 150 languages by trained, live specialists. 2-1-1 offers a comprehensive, up-to-date database of health and human service agencies which connect people to much needed resources for including, but not limited to: addiction, mental health, domestic violence, food, clothing, referrals to health care providers and housing assistance, and veteran’s services. 2-1-1 Shasta is available to all residents of Shasta County regardless of race, color, creed, religion, or sexual orientation. 2-1-1 Shasta is a valuable resource and we encourage all residents to utilize the service.

ALTERNATIVES

The Board may choose not to adopt this proclamation.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

There is no additional County General Fund impact with adoption of this proclamation.

ATTACHMENTS:

Description	Upload Date	Description
United Way 2-1-1 Proclamation	1/23/2018	United Way 2-1-1 Proclamation

Shasta County Board of Supervisors Proclamation

2-1-1 Awareness Month
February 2018

WHEREAS, the citizens of Shasta County have a need to access a variety of health and human services each day such as, but not limited to, utility assistance, affordable housing, support for addiction issues, food and clothing needs, and area disaster information; and

WHEREAS, it is often extremely difficult and time consuming for citizens to identify and access available services; and

WHEREAS, 2-1-1 provides critical information to thousands of callers in times of basic need and community emergency; and

WHEREAS, 2-1-1 is an easy to remember number that connects people to critical community services and offers free and confidential service 24 hours a day, 7 days a week, 365 days a year in a variety of languages to provide Shasta County residents with health and human services referrals; and

WHEREAS, different local, regional, and statewide organizations, both public and private, provides services that respond to these needs; and

WHEREAS, 93% of Americans have access to 2-1-1 services nationwide; and

WHEREAS, 96% of Californians have access to 2-1-1 services statewide.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims February 2018 as **2-1-1 Awareness Month** in Shasta County.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta urges residents to become familiar with this valuable resource for accessing available health and human services.

Les Baugh, Chairman

February 6, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

Chairman's Appointments 2018

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board (530) 225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Receive and approve the Chairman's appointments and liaison assignments for the calendar year 2018.

SUMMARY

N/A

DISCUSSION

It is an annual process for the Board to approve these appointments and liaison assignments.

ALTERNATIVES

The Board could decline approval.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

There is no General Fund impact with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
2018 Chairman's Appointments	2/2/2018	2018 Chairman's Appointments

**BOARD OF SUPERVISORS
2018 APPOINTMENTS**

COUNTY FUNCTIONAL AREAS:

Health and Human Services:	_____	(Kehoe)
General Government:	_____	(Morgan)
Administration of Justice:	_____	(Rickert)
Land Use:	_____	(Baugh)
Veterans Affairs:	_____	(Kehoe/Moty)

CSAC COMMITTEES:

Health and Human Services:	_____	(Kehoe)
Government Finance and Operations:	_____	(Baugh)
Administration of Justice:	_____	(Moty)
Agricultural and Natural Resources:	_____	(Rickert)
Housing, Land Use and Transportation:	_____	(Morgan)

SHASTA REGIONAL TRANSPORTATION AGENCY (SRTA):

Members (3):	_____	(Kehoe)
	_____	(Moty)
	_____	(Rickert)
Alternates (2):	_____	(Morgan)
	_____	(Baugh)

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC):

Member:	_____	Baugh (appointed 12/5/17)
Alternate	_____	Rickert (appointed 12/5/17)

GOLDEN STATE FINANCE AUTHORITY:

Member:	_____	Baugh (appointed 1/9/18)
Alternate:	_____	Rickert (appointed 1/9/18)

2018 Appointments

Page 2

SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT DISTRICT (SCEDD):

Member: _____ (Morgan)

Alternate: _____ (Rickert)

REDDING AREA BUS AUTHORITY (RABA):

Member: _____ (Kehoe)

Alternate: _____ (Baugh)

AREA AGENCY ON AGING, PSA 2, EXECUTIVE BOARD:

Member: _____ (Baugh)

Member: _____ Morgan (appointed 1/9/18)

SHASTA COUNTY CHILDREN AND FAMILIES COMMISSION:

Member: _____ (Morgan)

AIR POLLUTION CONTROL BOARD:

Members (3): _____ (Kehoe)

_____ (Moty)

_____ (Baugh)

Alternates (2): _____ (Rickert)

_____ (Morgan)

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE ANDERSON REDEVELOPMENT AGENCY:

Member: _____ (Baugh)

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE REDDING REDEVELOPMENT AGENCY:

Member: _____ (Kehoe)

2018 Appointments

Page 3

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE SHASTA LAKE REDEVELOPMENT AGENCY:

Member: _____ (Morgan)

MENTAL HEALTH, ALCOHOL AND DRUG ADVISORY BOARD:

Member: _____ (Kehoe)

Alternate: _____ (Baugh)

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC):

Member: _____ Moty (appointed 12/5/17)

Alternate #1: _____ Baugh (appointed 12/5/17)

LOCAL AGENCY FORMATION COMMISSION (LAFCO):

Member: _____ (Kehoe)

Member: _____ (Baugh)

Alternate: _____ (Rickert)

AIRPORT LAND USE COMMISSION (ALUC):

Member: _____ Morgan (appointed 1/30/18)

Member: _____ Baugh (appointed 1/30/18)

Alternate: _____ Moty (appointed 1/30/18)

SACRAMENTO RIVER FORUM:

Member: _____ (Moty)

Alternate: _____ (Rickert)

INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE:

Member: _____ (Kehoe)

Member: _____ (Rickert)

Alternate: _____ (Moty)

2018 Appointments
Page 4

COMMUNITY ACTION BOARD (CAB):

Member: _____ (Kehoe)
Member: _____ (Morgan)

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP):

Member: _____ (Kehoe)
Member: _____ (Morgan)

FIRE DEPARTMENT QUALIFICATIONS REVIEW COMMISSION:

Member: _____ (Morgan)

FIRE SAFE COUNCIL:

Member: _____ (Rickert)
Member: _____ (Baugh)

REMOTE ACCESS NETWORK BOARD:

Member: _____ (Morgan)

**NORTHERN RURAL TRAINING AND EMPLOYMENT CONSORTIUM
GOVERNING BOARD (NoRTEC):**

Member: _____ (Baugh)
Alternate: _____ (Morgan)

NORTHERN CALIFORNIA WATER ASSOCIATION GOVERNING BOARD:

Member: _____ (Rickert)
Alternate: _____ (Moty)

2018 Appointments

Page 5

**NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER
MANAGEMENT GOVERNING BOARD:**

Member: _____ (Moty)

REDDING AREA WATER COUNCIL POLICY ADVISORY COMMITTEE:
(Appointed by the Shasta County Water Agency)

Member: _____ (Rickert)

Alternate: _____ (Moty)

SIERRA-SACRAMENTO VALLEY EMERGENCY MEDICAL SYSTEM BOARD:

Member: _____ (Moty)

Alternate: _____ (Rickert)

YOUTH VIOLENCE PREVENTION COORDINATING COUNCIL:

Member: _____ (Morgan)

DEFERRED COMPENSATION ADVISORY COMMITTEE:

Member: _____ (Moty)

ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (RCRC):

Member: _____ Baugh (appointed 12/12/17)

Alternate: _____ Pat Minturn (appointed 12/12/17)

ENTERPRISE-ANDERSON GROUNDWATER SUSTAINABILITY AGENCY

Director: _____ (Moty)

Alternate: _____ (Baugh)

2018 Appointments

Page 6

By Invitation from Other Agency

SUSTAINABLE FOREST ACTION COALITION:

Member: _____ (Rickert)

SIERRA NEVADA CONSERVANCY APPOINTEE:

Alternate: _____ (Rickert)

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

Buckeye Fire Protection District Board Appointments and Reappointments

DEPARTMENT: Clerk of the Board

Supervisory District No. : 1 & 4

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, 530-225-5550

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Take the following actions regarding the Buckeye Fire Protection District Board of Directors: (1) Reappoint Fred M. Braun and Michael Smith to terms to December 2021; and (2) appoint Angie Wagner and Nicholas Braun to terms to December 2021.

SUMMARY

N/A

DISCUSSION

The Buckeye Fire Protection District (District) is an independent special district formed in 1967 under the terms of the Fire Protection District Law of 1961 by a vote of the electorate. The voters also approved the Board of Supervisors (BOS) to be the appointing authority for the District Board of Trustees pursuant to Health and Safety Code (HSC) section 13831(b)(1961). In 1987, the Fire Protection District Law of 1961 was repealed and replaced by the Fire Protection District Law of 1987 (HSC 13800 *et seq.*). Pursuant to HSC 13841 members must be residents of the District. The District is solely located within the unincorporated area of Shasta County and is governed by a five-member Board of Trustees serving four-year terms as appointed by the BOS.

On 12/4/17, the Clerk of the Board (COB) received a letter dated 11/28/17 from the District notifying the COB that Trustee Rick Sawyer had passed away and a letter dated 11/29/17 notifying the COB that Nicholas Braun was interested in being appointed.

On 12/8/17, the District Trustee Chairman emailed the COB stating the District had complied with Government Code sections 1778, 1779, and 54974 regarding notification and posting requirements.

On 1/2/18, the COB received a letter dated 12/10/17 notifying the COB that Angie Wagner was interested in being appointed. On 1/2/18 the COB also received a copy of the District's 12/20/17 District Minutes whereby the District Trustees voted

to reappoint Michael Smith and Fred Braun to four-year terms to December 2021, to appoint Nicholas Braun to fill existing vacancy (Rick Sawyer) to a four-year term to December 2021, and to appoint Angie Wagner to fill the remainder of a four-year term, which the District represents was to expire in December 2015 (Robert Kwake). The COB can find no record our of BOS ever appointing Robert Kwake and the COB has reason to believe that this Trustees term has been vacant since at least since December 2015, and so recommend that Angie Wagner be appointed to a four-year term to December 2021 as well.

The District informs the COB that both Nicholas Braun and Angie Wagner are residents of the District and meet the requirements to serve as Trustees.

ALTERNATIVES

The Board may choose not to make one, some, or all of the appointments/reappointments or may choose to defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

The District supports the recommendation. County Counsel has reviewed the recommendation.

FINANCING

There is no General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
District 12/20/17 Meeting Minutes	1/19/2018	District 12/20/17 Meeting Minutes
District Braun Interest	1/19/2018	District Braun Interest
District Wagner Interest	1/19/2018	District Wagner Interest
District Sawyer Passed	1/19/2018	District Sawyer Passed

Buckeye Fire Protection District
1345 Lake Boulevard, Redding, CA 96003

December 20, 2017

Julie Hope
Principal Administrative Analyst
Shasta County Administrative Office
1450 Court Street, Suite 308A
Redding, CA 96001-1680

RECEIVED
JAN 02 2018
ADMINISTRATIVE OFFICE
SHASTA COUNTY

RE: Nomination of Board of Trustees

Julie,

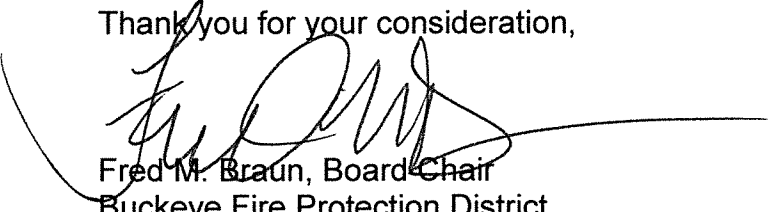
At our last meeting the board unanimously agreed that Fred M. Braun, Michael Smith be re-appointed for the office of trustee to be approved by the Board of Supervisors.

At the same meeting the Board unanimously agreed that Nicholas Braun and Angie Wagner be nominated and appointed as new members of this Board of Trustees.

All of the nominees are residents of the District, of voting age, and have committed to meeting times and places.

Please advise on the County Board of Supervisors approval as soon as possible. All candidates are capable of serving the Fire District for the full 4 year term (or portions thereof) if selected.

Thank you for your consideration,



Fred M. Braun, Board Chair
Buckeye Fire Protection District

Enclosure: Board minutes, applications

**BUCKEYE FIRE PROTECTION DISTRICT
SPECIAL MEETING MINUTES**

**WEDNESDAY, DECEMBER 20, 2017 AT 5PM
REDDING FIRE DEPARTMENT STATION 6**

1. Call to Order at 5:01PM.
2. Roll Call: Fred Braun (present), Mark Wagner (present), Mike Smith (present). Redding Fire Chief Gerry Gray (present).
3. Special Meeting Agenda Items:
 - a. Consideration of Reappointment of current Board Member, Michael Smith, to serve a four-year term, on the Buckeye Fire Protection District Board, expiring in December, 2021.
 - i. Motion by M. Wagner. Second by F. Braun. Motion carried 3-0.
 - b. Consideration of Reappointment of current Board Member, Fred Braun, to serve a four-year term, on the Buckeye Fire Protection District Board, expiring in December, 2021.
 - i. Motion by M. Wagner. Second by M. Smith. Motion carried 3-0.
 - c. Consideration of Appointment of Nicholas Braun to serve a four-year term, on the Buckeye Fire Protection Board District, expiring in December, 2021. *Note: this appointment will be considered to fill an existing vacancy (Rick Sawyer) on the Buckeye Fire Protection District Board.*
 - i. Motion by M. Wagner. Second by M. Smith. Motion carried 3-0.
 - d. Consideration of Appointment of Angie Wagner to serve the remainder of a four-year term on the Buckeye Fire Protection Board District, expiring in December, 2018. *Note: this appointment will be considered to fill an existing vacancy (Robert Kwake) on the Buckeye Fire Protection District Board.*
 - i. Motion by M. Smith. Second by F. Braun. Motion carried 3-0.

- e. Consideration for appointment of Chairman of the Buckeye Fire Protection District.
 - i. Discussion on the matter. Board requested that F. Braun serve another year as Chairman of the BFPD Board; expiring in December, 2018. Motion by M. Smith. Second by M. Wagner. Motion carried 3-0.

4. Public Address & Public Comments

- a. No public members present.

5. Approval of Warrants

- a. Motion by M. Smith. Second by M. Wagner. Motion carried 3-0.

6. Adjournment at 5:16PM.

- a. Motion by M. Smith. Second by M. Wagner. Motion carried 3-0.

Next regular meeting: February 28, 2018 at 5PM at Fire Station 6.

November 29, 2017

Board of Trustees
Buckeye Fire Protection District
1345 Lake Boulevard
Redding, CA 96003

Gentlemen,

Please accept this letter as my request to become a member of your Board. I am a current resident of the District, of voting age, and able to commit to the Meeting times and places.

I have not served on any Board or Committee in the past and would like to get involved in my community.

Respectfully,

A handwritten signature in black ink, appearing to read 'Nick Braun', followed by a long horizontal line extending to the right.

Nicholas S. Braun

[REDACTED]
Redding, CA. 96003
[REDACTED]

December 10, 2017

Board of Trustees
Buckeye Fire Protection District
1345 Lake Boulevard
Redding, CA 96003

Board Members,

Please accept this letter as my request to become a member of your Board. I am a current resident of the District, of voting age, and able to commit to the Meeting times and places.

I have not served on any Board or Committee in the past and would like to get involved in my community.

Respectfully,

A handwritten signature in cursive script that reads "Angie Wagner".

Angie Wagner



Redding, CA. 96003

RECEIVED

DEC 04 2017

CLERK OF THE BOARD

Buckeye Fire Protection District
1345 Lake Boulevard, Redding, CA 96003

November 28, 2017

Clerk of the Board of Supervisors
Shasta County
1450 Court Street, Suite 308B
Redding, CA 96001-1680

RE: Loss of Member of Board of Trustees

Glenda,

Please be advised of the passing of one of our long time members R. Rick Sawyer. He served as a member of our Board for over two decades, donating his time and energy to the Fire Board and the community.

As much as he will be missed, we must now search for a replacement as our Board strength is now down to three members. We will notify your office ASAP when we have a nominee(s) to bring us back to a five member Board.

Please advise the County Board as soon as possible. Mr. Sawyer was a veteran and will be interred at the Veterans Memorial on December 15th.

Respectfully,

A handwritten signature in black ink, appearing to read 'Fred M. Braun', with a long horizontal line extending to the right.

Fred M. Braun, Board Chair
Buckeye Fire Protection District

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Economic Development Corporation Board of Directors Reappointments

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board, 530-225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Reappoint Jeff Avery, Bill Kohn, Clifford Curry, Roger Lawson, and Pat Corey to the Economic Development Corporation Board of Directors to terms to January 2020.

SUMMARY

N/A

DISCUSSION

Pursuant to the Economic Development Corporation of Shasta County (EDC) Bylaws, the County of Shasta shall be entitled to appoint five directors, each of which shall be a resident of a different one of the five Supervisory Districts in Shasta County.

The Board of Supervisors has requested that their current appointees are to be reappointed. The members will serve two-year terms to January 2020.

District 1 - Jeff Avery
District 2 - Bill Kohn
District 3 - Clifford Curry
District 4 - Roger Lawson
District 5 - Pat Corey

ALTERNATIVES

The Board may choose not to make one, some, or all of the reappointments or may defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation.

FINANCING

There is no additional General Fund impact associated with approval of the recommendation.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Appointment to PSA2AAA Executive Board

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, (530) 225-5550

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Appoint Ann Morningstar as a County Representative-Alternate to the Planning and Service Area (PSA) 2 Area Agency on Aging-Executive Board.

SUMMARY

N/A

DISCUSSION

The Planning and Service Area 2 Area Agency on Aging (PSA2AAA) is a joint powers authority, created by the Counties of Lassen, Modoc, Shasta, Siskiyou, and Trinity, charged with the responsibility of planning and administration of local aging and adult services utilizing federal and state funds and such other funds as may become available. It is governed by an Executive Board.

The PSA2AAA Executive Board is a 10-member governing board, comprised of two members and one alternate appointed by the Board of Supervisors from each of the five counties previously mentioned, serving terms at the pleasure of their appointing authority. At least one appointee from each county will be a member of the Board of Supervisors. The other appointee will have knowledge of the needs of seniors, experience in community-based programs and demonstrated leadership ability as determined by the appointing County. An alternate will also be appointed by each County Board of Supervisors.

The Board of Supervisors previously appointed to the PSA2AAA Executive Board Supervisor Les Baugh and Director of Housing & Community Action Programs Richard Kuhns. Supervisor Steve Morgan was previously appointed as the alternate.

Mr. Kuhns recently submitted his letter of resignation from the PSA2AAA Executive Board. This created a vacancy on the Executive Board. The Board appointed Supervisor Morgan to fill Mr. Kuhns vacancy on January 8, 2018, leaving a vacancy for the alternate member.

For this vacancy, the person must have knowledge of the needs of seniors, experience in community-based programs, demonstrated leadership ability as determined by the Board of Supervisors, and must be a citizen of Shasta County. Executive Board members serve without compensation.

It is recommended that Ann Morningstar be appointed to fill this alternate vacancy. Ms. Morningstar meets the requirements previously mentioned. Her application is attached.

The Notice of Vacancy for this position was posted January 1, 2018 through January 25, 2018 and is on file with the Clerk of the Board.

ALTERNATIVES

The Board may choose not to make the appointment or may provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

PSA2AAA supports the recommendation. County Counsel has reviewed the recommendation.

FINANCING

There is no General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Kuhns Resignation Letter	11/29/2017	Kuhns Resignation Letter
Morningstar Application	1/25/2018	Morningstar Application



Shasta County

DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS

Shasta County Administration Center
1450 Court Street, Suite 108
Redding, CA 96001-1661
Phone (530) 225-5160 Fax (530) 225-5178

RICHARD KUHNS, PSY.D., DIRECTOR
HOUSING AUTHORITY
COMMUNITY ACTION AGENCY

November 20th, 2017

Chairman Baugh,

It is with some apprehension that I submit my letter of resignation to the PSA-2 Area Agency on Aging; I have accepted the position of County Administrative Officer for Trinity County and begin my employment there on December 4th 2017. Because of this I will no longer be able to maintain my commitment to the PSA-2.

I have enjoyed my time serving on the Board and for Agency. Thank you for this opportunity, I am sure I will have the chance to work with all of you in my new capacity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Kuhns".

Richard Kuhns, Psy.D

Cc: Teri Gabriel
PSA-2 Board

PSA 2 AREA AGENCY ON AGING EXECUTIVE BOARD PROFILE / APPLICATION

NAME Ann Morningstar TELEPHONE [REDACTED]
ADDRESS [REDACTED] CITY & ZIP Shasta Lake 96019
EMAIL [REDACTED] FAX NUMBER [REDACTED]

1. Briefly summarize your involvement in senior activities (Community involvement, Senior Organizations, Community Activities or memberships, etc.).
The majority of my experience I have with elderly folks is taking care of them. I have taken care of my inlaws & neighbors.
2. List other specialized education and/or experience with which you have been involved which would contribute to this organization.
I am on three boards.
Shasta Lake Fire protection District
Shasta County Public Health Advisory Board
Shasta Mosquito and Vector Control District
3. List your leadership roles in regards to services to seniors, community-based programs, or other areas.
I am the President of the board of Directors of the Shasta Lake Fire Protection District
I am Treasurer Shasta Mosquito and Vector Control District Board
4. Additional comments:
My Retirement date is the end of May. I'm interested in the services for Aging People

Applicants Signature: Ann Morningstar

Date: 1-23-18

Feel free to attach additional pages.

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JAN 23 2018

CLERK OF THE BOARD

DEMOGRAPHIC PROFILE

Name: Ann Morningstar

In an effort to meet Federal and State Regulations, please complete this questionnaire which assists the appointing authority to capture, identify, and evaluate the membership requirements of the Executive Board. Your voluntary response is greatly appreciated.

Please check any of the following classifications which apply to you:

AGE:

- ☐ Under 60
- ☒ 60+
- ☐ 75+

RACE/ETHNIC COMPOSITION:

- ☒ White
- ☐ Hispanic
- ☐ Black
- ☐ Asian/Pacific Islander
- ☐ Native American/Alaskan/Native
- ☐ Other

OTHER REPRESENTATION:

- ☐ Disabled Representative
- ☐ Persons with Leadership Experience in the Private and Voluntary Sectors
- ☐ Low Income Representative
- ☐ Health Care Provider Representative
- ☐ Local Elected Official
- ☐ Supportive Services Provider Representative
- ☐ Family Caregiver Representative
- ☐ Other - Please describe:

Date: 1-23-18

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JAN 23 2018
CLERK OF THE BOARD

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - General Government-5.

SUBJECT:

1/23 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

DEPARTMENT CONTACT: Courtney Mathews, Deputy Clerk of the Board, 530-225-5550

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Approve the minutes of the meeting held on January 23, 2018 as submitted.

SUMMARY

n/a

DISCUSSION

n/a

ALTERNATIVES

n/a

OTHER AGENCY INVOLVEMENT

n/a

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description

Upload Date

Description

January 23, 2018

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, January 23, 2018

REGULAR MEETING

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

9:01 a.m.: Chairman Baugh called the Regular Session of the Board of Supervisors to order on the above date with the following present:

District No. 1 - Supervisor Kehoe
District No. 2 - Supervisor Moty
District No. 3 - Supervisor Rickert
District No. 4 - Supervisor Morgan
District No. 5 - Supervisor Baugh

County Executive Officer - Larry Lees
County Counsel - Rubin E. Cruse, Jr.
Administrative Board Clerk - Courtney Mathews
Administrative Board Clerk - Trisha Boss
Chief Deputy Clerk of the Board – Mary Williams

INVOCATION

Invocation was given by Pastor Dennis Tucker, Word of Life.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the Flag was led by Supervisor Moty.

REGULAR CALENDAR

BOARD MATTERS

JANUARY 2018 EMPLOYEE OF THE MONTH

PUBLIC WORKS ACCOUNTING TECHNICIAN TINA CARLIN

RESOLUTION NO. 2018-003

At the recommendation of Public Works Director Pat Minturn, and by motion made, seconded (Kehoe/Moty), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-003 which recognizes Shasta County Public Works Accounting Technician Tina Carlin as Shasta County's Employee of the Month for January 2018.

(See Resolution Book No. 60)

PROCLAMATION: SCHOOL CHOICE WEEK

JANUARY 21-27, 2018

At the recommendation of Supervisor Kehoe, and by motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation which designates January 21-27, 2018 as "School Choice Week" in Shasta County.

January 23, 2018

PUBLIC COMMENT PERIOD - OPEN TIME

Monique Welin spoke regarding mental health, incarceration, and homelessness concerns.

William Gilbert spoke regarding concerns with Shasta County and road conditions on Big Bend Road.

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

Roy Vincent spoke regarding County Service Area No. 6-Jones Valley Water.

In response to questions by Supervisor Rickert, Mr. Vincent said regular meetings have yet to be established.

CONSENT CALENDAR

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors took the following actions, which were listed on the Consent Calendar:

Adopted Resolution No. 2018-004 which: repeals Resolution No. 2008-139; and authorizes the County Executive Officer and the County Auditor-Controller to close the CalPERS California Employers Retiree Benefit Trust and transfer the assets to the PARS Public Agencies Post-Retirement Health Care Plan. (Auditor-Controller)

(See Resolution Book No. 60)

Approved the minutes of the meeting held on January 9, 2018 as submitted. (Clerk of the Board)

Adopted Resolution No. 2018-005 which: accepts a state of California grant for the Help America Vote Act of 2002 (HAVA) Polling Place Accessibility Training Program in an amount not to exceed \$20,000 to provide polling place accessibility activities for the period December 1, 2017 through June 30, 2019; and authorizes the County Executive Officer to sign the grant agreement, amendments to the agreement in an amount not to exceed \$20,000, including retroactive, the Contractor's Certification Clauses (CCC 04/2017) form, and any documents required by the state and/or federal government to comply with the grant agreement requirements, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (County Clerk/Registrar of Voters)

(See Resolution Book No. 60)

Took the following actions effective January 23, 2018: adopted Policy Resolution No. 2018-01 establishing Shasta County Administrative Policy No. 8-520, *Shasta County Background Investigation Policy Under Internal Revenue Service Publication 1075*; and adopted Resolution No. 2018-006 which amends Chapter 6, *Recruitments and Appointments*, of the Shasta County Personnel Rules, to implement Assembly Bill 1008, a new law relating to obtaining criminal history information on employment applicants. (Support Services-Personnel)

(See Policy Resolution Book)

(See Resolution Book No. 60)

Adopted Salary Resolution No. 1522, effective February 4, 2018, which amends Shasta County's Position Allocation List to add 1.0 Full-Time Equivalent Staff Services Analyst I/II position in the Social Services and Benefit Administration budget. (Health and Human Services Agency-Business and Support Services)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign a retroactive amendment, effective October 1, 2017, to the agreement with Northern Valley Catholic Social Service, Inc., to provide youth specialty mental health services, to increase the maximum compensation by \$799,598 for a

January 23, 2018

new total in an amount not to exceed \$3,193,079 during the term of the agreement, and to extend the term from October 1, 2017 through June 30, 2018. (Health and Human Services Agency-Children's Services)

Approved and authorized the Chairman to sign an agreement with Lilliput Children's Services in an amount not to exceed \$683,118 to provide foster youth family finding and post adoption support services for the period date of signing through December 31, 2019. (Health and Human Services Agency-Children's Services)

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

Approved and authorized the Chairman to sign an amendment to the agreement with Kaleidoscope Coffee Company, Inc., to increase compensation by \$150,000, for a new total not to exceed \$200,000 over the term of the agreement, to provide additional employment subsidy reimbursement, as the employer of record for additional eligible CalWORKs recipients, and extend the end date from March 31, 2018 to March 31, 2019. (Health and Human Services Agency-Regional Services)

Took the following actions for the District Attorney's (DA) community prosecution program: adopted Salary Resolution No. 1523, effective February 4, 2018, which amends Shasta County's Position Allocation List for the DA to add 1.0 Full-Time Equivalent (FTE) Deputy District Attorney I/II/III and 1.0 FTE Legal Process Clerk I/II position in the DA budget; and approved a budget amendment in the DA's budget to increase appropriations by \$56,250 and revenues by \$225,000 to support costs of the program. (District Attorney)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign an evergreen agreement effective February 1, 2018, for no maximum compensation with Relias Learning, LLC in a minimum amount of \$10,118.25 annually (paid in advance semi-annually at half the total annual fee), with a one-time advance payment set-up fee of \$2,500 to provide a subscription service for online jail staff training that will meet state of California requirements. (Sheriff-Jail)

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, adopted Resolution No. 2018-007 which: Repeals Resolution No. 2017-067 Suspending Operations of the CSA No. 6-Jones Valley Water Community Advisory Board (CAB); and re-establishes the CSA No. 6-Jones Valley Water CAB. (Public Works-County Service Area No. 6-Jones Valley Water)

(See Resolution Book No. 60)

Appointed property owners to two-year terms on their respective Community Advisory Boards for the various County Service Areas. (Public Works-County Service Areas)

Took the following actions regarding the "Olinda Road Widening Cycle 5 Project," Contract No. 702977: approved and authorized the Chairman to sign right-of-way contracts with: PAC NF, LP for right-of-way (9.28 acres at \$14,000); and Fahm Chow Saechao and Nai Pou Saechao for right-of-way (0.32 acres at \$3,500) plus a Federal Highway Administration signing incentive of \$1,000; accepted two Easement Deeds conveying the right-of-way parcels; and approved and authorized the Chairman to sign a utility agreement with PG&E in an amount not to exceed \$21,108.75 to provide relocation of utilities. (Public Works)

Took the following actions regarding the "Gas Point Road Widening Project," Contract No. 702976: found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; approved and authorized the Chairman to sign right-of-way contracts with: Dennis Huhtala and Arline Huhtala for right-of-way (0.09 acres at \$6,145) plus a Federal Highway Administration (FHWA) signing incentive of \$1,000; Gretchen J. Lasater for right-of-way (0.26 acres at \$2,400) plus a FHWA signing incentive of \$1,000; Suzanne Sargent for right-of-way (0.27 acres at \$9,900) plus a FHWA signing incentive of \$1,000; Thomas Richards and Lisa Richards for right-of-way (0.02 acres at \$2,050) plus a FHWA signing incentive of \$1,000; and Nancy Garber for right-of-way (0.66 acres at \$4,400) plus a FHWA signing incentive of \$1,000; and accepted five Easement Deeds conveying the right-of-way parcels. (Public Works)

January 23, 2018

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including the Governor's Budget. CEO Lees described the funds and efforts Shasta County directs toward mental health services and public safety.

In response to questions by Supervisor Moty, Mr. Lees clarified only 1% of the County's discretionary mental health funds are provided by the County's General Fund.

In response to questions by Supervisor Rickert, Mr. Lees confirmed that Mental Health Services Act funding is to be used for new programs rather than ongoing costs for current programs.

Supervisor Rickert recently attended a meeting of the Northern California Water Association Governing Board.

Supervisor Moty recently attended meetings of the Sierra-Sacramento Valley Emergency Medical System Board and the California State Association of Counties Executive Committee.

Supervisor Morgan recently attended meetings of the Public Health Advisory Board and Rural County Representatives of California.

Supervisor Baugh recently attended a meeting of Rural County Representatives of California.

Supervisors reported on issues of countywide interest.

Supervisor Baugh announced a special meeting of the Board of Supervisors on February 7, 2018, at 6:00 p.m. The purpose of the special meeting is to conduct a workshop relating to public safety in Shasta County.

SUPPORT SERVICES-PERSONNEL

RESOLUTION NO. 2018-008

INTRODUCTION OF AN ORDINANCE

ELECTED OFFICIALS CONTRIBUTION TO MEDICAL PREMIUMS

At the recommendation of Support Services Director Angela Davis, and by motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors took the following actions: adopted Resolution No. 2018-008 amending Chapter 39, Elected Department Head and Board of Supervisor Benefits, Section 39.4, Health Insurance Premiums reducing the County contribution to health care premiums for the Board of Supervisors during their terms of service commencing on January 7, 2019; and introduced and waived the reading of An Ordinance of the Board of Supervisors of the County of Shasta Establishing Compensation for Members of the Board of Supervisors that establishes the employment benefits for the Board of Supervisors as those identified in the revised Chapter 39 of the Shasta County Personnel Rules that pertain to the Board of Supervisors as proposed.

(See Resolution Book No. 60)

January 23, 2018

SCHEDULED HEARINGS

GENERAL GOVERNMENT

This was the time set to conduct public hearings to consider appeals of water bill penalties for County Service Area No. 3-Castella Water. The Notices of Hearings are on file with the Clerk of the Board.

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018
Chairman Baugh advised that correspondence related to hearings has been received and entered into the record.

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 014-510-048 (CASERTA)

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 014-510-048 (Caserta).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Ms. Caserta presented information related to imposing a water bill penalty for Assessor's Parcel Number 014-510-048.

Mr. Minturn reminded the Board of Supervisors that water restrictions have been lifted and are no longer in effect.

In response to questions by Supervisor Morgan, Mr. Minturn explained that the water meters measure in cubic feet and residents are provided with information to interpret their water usage accordingly.

In response to questions by Supervisor Kehoe, Mr. Minturn reported that the penalty amounts were established to promote water conservation without being an onerous burden.

The public hearing was closed.

In response to questions by Supervisor Moty, County Counsel Rubin Cruse clarified dollar amount thresholds for penalties.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor's Parcel Number 014-510-048 (Caserta).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 014-610-005 (FAIRHURST/MITCHELL)

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 014-610-005 (Fairhurst/Mitchell).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Ms. Fairhurst presented information related to imposing a water bill penalty for Assessor's Parcel Number 014-610-005.

January 23, 2018

Erin Johnson spoke in favor of imposing fines to curtail water use.

In response to questions by Supervisor Kehoe, Ms. Johnson suggested hosting a workshop with local residents to clarify water monitoring and the associated fees and penalties.

Peter Scales spoke regarding the Public Works Department and County Service Area No. 6-Jones Valley Water.

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018
Thomas Hildebrandt discussed the potential of County employees looking into and notifying residents of leaks.

The public hearing was closed.

By motion made, seconded (Morgan/Kehoe), and unanimously carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor's Parcel Number 014-610-005 (Fairhurst/Mitchell).

WATER BILL PENALTY
ASSESSOR'S PARCEL NUMBER 014-540-019 (KOTAB)

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 014-540-019 (Kotab).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions by Supervisor Morgan, Mr. Minturn reported usage in the related time period was 50% more than any other billing cycle, indicating that there may have been a leak. Water use has subsequently dropped.

In response to questions by Supervisor Rickert, Mr. Minturn addressed how the department addresses irregular use reported by meters.

In response to questions by Supervisor Morgan, Mr. Minturn clarified the process of reading meters and notifying customers of possible leaks.

The property owner was not present; no one spoke for or against the item. The public hearing was closed.

By motion made, seconded (Kehoe/Rickert) and unanimously carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor's Parcel Number 014-540-019 (Kotab).

WATER BILL PENALTY
ASSESSOR'S PARCEL NUMBER 014-510-043 (MARTIN)

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 014-510-043 (Martin).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

The property owner was not present; no one else spoke for or against the matter.

January 23, 2018

In response to questions by Supervisors Moty and Morgan, Mr. Minturn explained the time frame associated with taking meter readings.

The public hearing was closed.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors did not impose the civil penalty concerning the water bill penalty for Assessor's Parcel Number (014-510-043).

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 014-510-039 (RAMIREZ)

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 014-510-039 (Ramirez).

Supervisor Baugh noted that the Board had previously received correspondence from the property owner stating they would not be present at the meeting.

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions from Supervisor Moty, Mr. Minturn confirmed that usage in the time period in question was not unusual compared to past water use.

The property owner was not present; no one else spoke for or against the matter; and the public hearing was closed.

By motion made, seconded (Kehoe/Morgan), and carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the \$100 civil penalty concerning the water bill penalty for Assessor's Parcel Number 014-510-039 (Ramirez). (Supervisor Rickert opposed.)

SCHEDULED HEARINGS

GENERAL GOVERNMENT

This was the time set to conduct public hearings to consider appeals of water bill penalties for County Service Area No. 6-Jones Valley Water. The Notices of Hearings are on file with the Clerk of the Board.

Chairman Baugh advised that correspondence related to hearings has been received and entered into the record.

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-140-031 (BELLINGER)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-140-031 (Bellinger).

Chairman Baugh confirmed that documents were received from the property owner and distributed to each member of the Board of Supervisors.

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

January 23, 2018

Ms. Bellinger presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-140-031.

In response to questions by Supervisor Rickert, Ms. Bellinger stated that her home is cooled with a central air conditioning system.

In response to questions by Supervisor Kehoe, Ms. Bellinger confirmed that she is requesting the fee to be waived due to her status as a senior without means to make the payment.

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

In response to questions from Supervisor Baugh, Mr. Minturn explained that the CSA in question, CSA 6-Jones Valley Water, needs funds for ongoing operation which is appropriate for increased water rates and not a bond. The residents of the CSA were notified regarding a public forum where this was discussed.

In response to questions from Supervisor Moty, Mr. Minturn described a \$2 million project completed in CSA 6-Jones Valley Water which involved major system improvements.

In response to questions from Supervisor Kehoe, Supervisor Rickert stated that she was not contacted by the property owner regarding a meeting.

Supervisor Moty clarified that the daily water restriction amounts were decided based on a three-person household and that requests could be placed for an increased amount in cases of large families.

In response to questions from Supervisor Moty, Mr. Minturn confirmed that the property owner's prior penalty was paid, but the water bill balance was not paid at that time, resulting in an unpaid bill and late fee. The first penalty was not appealed to the Board of Supervisors.

In response to questions from Ms. Bellinger, Supervisor Moty explained that water use limits have now been rescinded for CSA 6; late fees are still applicable.

In response to questions from Supervisors Baugh and Moty, Mr. Minturn defined the difference between water use penalties and water bill late fees.

The public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the \$500 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-140-031 (Bellinger).

11:16 a.m.: The Board of Supervisors recessed

11:27 a.m.: The Board of Supervisors reconvened.

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-150-010 (CARRICO)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-150-010 (Carrico).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Mr. Carrico presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-150-010 (Carrico).

January 23, 2018

In response to questions from Supervisor Rickert, Mr. Carrico stated that his household did not apply for a variance in daily water allowance despite having more than three people at the residence.

Mr. Minturn confirmed that it is possible the property owner was fined in two billing cycles due to delay in the system.

In response to questions from Supervisor Morgan, Mr. Minturn said that the household's water usage did return to an allowable amount following the billing cycles in question.

In response to questions from Supervisor Rickert, Mr. Minturn confirmed that the property owner did pay the initial \$100 fine. The request related to this public hearing concerns waiving the second penalty.

The public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the \$100 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-150-010 (Carrico).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-090-027 (PENLAND)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-090-027 (Penland).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Ms. Penland presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-090-027.

Mr. Minturn highlighted the portion of Ordinance No. 719 containing information regarding applying for a variance due to number of members of household. Mr. Minturn confirmed that the Penland household has decreased water use since the imposition of the water restrictions.

The public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-090-027 (Penland).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 305-080-010 (CARTER)

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 305-080-010 (Carter).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions from Supervisor Morgan, Mr. Minturn confirmed that the property owner was granted a variance.

January 23, 2018

Supervisor Baugh acknowledged receipt of a letter from the property owner stating inability to attend.

No one spoke for or against the item, and the public hearing was closed.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors did not impose the \$100 civil penalty concerning the water bill penalty for Assessor's Parcel Number 305-080-010 (Carter).

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-130-007 (DANIEL)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-130-007 (Daniel).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions from Supervisor Morgan, Mr. Minturn confirmed that the property owner applied for a variance but was denied because the application did not meet established criteria.

The property owner was not present; no one spoke for or against the item, and the public hearing was closed.

In response to questions from Supervisor Kehoe, Mr. Minturn described the variance application process and variance denial appeal process.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-130-007 (Daniel).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-240-007 (EILTS)

This was the time set to conduct a public hearing to consider an appeal of a \$1,000 water bill penalty for Assessor's Parcel Number 304-240-007 (Eilts).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions from Supervisor Kehoe, Mr. Minturn explained the property owner's water use history.

In response to questions from Supervisor Rickert, Mr. Minturn described the pattern in the property owner's water use.

The property owner was not present; no one spoke for or against the item, and the public hearing was closed.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the \$1,000 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-240-007 (Eilts).

January 23, 2018

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-260-003 (GARCIA)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-260-003 (Garcia).

The public hearing was opened.

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

The property owner was not present; no one spoke for or against the item, and the public hearing was closed.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors the facts presented support the imposition of the penalty and imposed the \$100 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-260-003 (Garcia).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-060-021 (GARDNER)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions by Supervisor Moty, Ms. Gardner described the size and landscaping of the property she rents.

In response to questions by Supervisor Morgan, Ms. Gardner confirmed that she rents the property and described her landlord's involvement.

In response to questions by Supervisor Moty, Ms. Gardner described the size of the yard, and advised she believes it is a drip system that watered her shrubs.

The public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-060-021 (Gardner).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-130-012 (HALE)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-130-012 (Hale).

The public hearing was opened.

12:10: Chairman Baugh handed the gavel to Vice-Chairman Moty, who presided.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

January 23, 2018

Mr. Hale presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-060-021 (Hale).

The public hearing was closed.

By motion made, seconded (Rickert/Morgan), and carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-130-012. (Supervisor Baugh was absent.)

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

12:14: Vice-Chairman Moty handed the gavel to Chairman Baugh, who presided.

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-110-030 (HIGHTOWER)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-110-030 (Hightower).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

The property owner was not present. Jan Snodgrass presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-110-030 (Hightower).

In response to questions by Supervisor Rickert, Ms. Snodgrass advised the lot is two parcels that are irrigated.

In response to questions by Supervisor Moty, Ms. Snodgrass said she could provide information to the property owner's son to take care of adjusting the sprinkling system.

The public hearing was closed.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-110-030 (Hightower).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-100-039 (JONES)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-100-039 (Jones).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Ms. Jones, tenant, presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-100-039 (Jones).

In response to questions by Supervisor Kehoe, Mr. Minturn advised correspondence was sent by standard mail.

In response to questions by Supervisor Moty, Ms. Jones replied she has a minimal yard and landscaping.

In response to questions by Supervisor Kehoe, Ms. Jones confirmed that the rationale for appeal is not receiving correspondence.

January 23, 2018

The public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-100-039 (Jones).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-070-007 (MARX)
~~BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018~~

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 304-070-007 (Marx). Mr. Minturn explained that this item was rescheduled from November 14, 2017.

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

The property owner was not present. Jan Snodgrass presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-070-007 (Marx).

In response to questions by Supervisor Kehoe, Mr. Minturn reviewed water July/August use was in line with previous years.

The public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the \$100 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-070-007 (Marx).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-100-035 (SNODGRASS)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-100-035 (Snodgrass).

The public hearing was opened

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Jan Snodgrass presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-100-035 (Snodgrass).

In response to questions by Supervisor Moty, Ms. Snodgrass advised the toilets and faucets have been replaced for water conservation measure.

In response to questions by Supervisor Rickert, Ms. Snodgrass advised her disabled husband has additional shower needs.

In response to questions by Supervisor Moty, Mr. Minturn reviewed previous water use.

The public hearing was closed.

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-100-035 (Snodgrass).

January 23, 2018

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 305-040-016 (TRYAN)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 305-040-016 (Tryan).

The public hearing was opened.

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Mr. Tryan presented information related to imposing a water bill penalty for Assessor's Parcel Number 305-040-016 (Tryan).

The public hearing was closed.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 305-040-016 (Tryan).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-100-028 (MERRYMAN)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-100-028 (Merryman).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Mr. Merryman presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-100-028 (Merryman).

The public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-100-028 (Merryman).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 305-050-006 (MICHELLE/WILSON)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 305-050-006 (Michelle/Wilson).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Ms. Wilson presented information related to imposing a water bill penalty for Assessor's Parcel Number 305-050-006 (Michelle/Wilson).

In response to questions by Supervisor Rickert, Ms. Wilson confirmed she had a leak that was fixed.

The public hearing was closed.

January 23, 2018

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 305-050-006 (Michelle/Wilson).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-080-039 (MORRISON)

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018
This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 304-080-039 (Morrison).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Mr. Morrison presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-080-039 (Morrison).

In response to questions by Supervisor Kehoe, Mr. Minturn confirmed usage suggests irrigation.

In response to questions by Supervisor Rickert, Mr. Morrison advised he has a mobile home with a swamp cooler.

The public hearing was closed.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors did not impose the \$100 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-080-039 (Morrison).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-120-003 (WEIGHT)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-120-003 (Weight).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions by Supervisor Rickert, Mr. Minturn advised a request for a variance was not submitted.

Ms. Weight presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-120-003 (Weight).

The public hearing was closed.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-120-003 (Weight).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-120-042 (WILSON)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-120-042 (Wilson).

January 23, 2018

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

Andrea Wilson presented information related to imposing a water bill penalty for Assessor's Parcel Number 304-120-042 (Wilson).

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

In response to questions by Supervisor Moty, Ms. Wilson advised she is planning to move from the rental property.

In response to questions by Supervisor Kehoe, Ms. Wilson confirmed her request to waive the penalty is due to financial hardship as well as the obligation of her landlord to fix pipe issues.

In response to questions by Supervisor Baugh, Public Works Deputy Director Ken Cristobal advised unpaid water bills are the responsibility of the property owner—rather than the renter—and unpaid bills would be added as a lien on property taxes.

In response to questions by Supervisor Moty, Mr. Cristobal clarified that non-payment of a water bill would still be reflected on the tenant.

In response to questions by Supervisor Kehoe, Mr. Minturn advised the water use appears to be consistent with leaks, but cannot determine the proportion.

The public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-120-042 (Wilson).

1:45 p.m.: The Board of Supervisors recessed.

2:06 p.m.: The Board of Supervisors reconvened.

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-090-008 (MCARDLE)

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 304-090-008 (McArdle).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions by Supervisor Rickert, Mr. Cristobal advised a new tenant would not have received a copy of the ordinance.

The property owner was not present; no one spoke for or against the item, and the public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors did not impose the \$100 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-090-008 (McArdle).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-120-002 (MODICA)

January 23, 2018

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-120-002 (Modica).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018
The property owner did not attend; no one spoke for or against the item, and the public hearing was closed.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-120-002 (Modica).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 304-060-033 (MORAN)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 304-060-033 (Moran).

CEO Lees stated that the property owner had submitted correspondence requesting to postpone the hearing until February 27, 2018, due to personal circumstances.

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

The property owner was not present; no one spoke for or against the item, and the public hearing was closed.

By motion made, seconded (Moty/Rickert), and carried, the Board of Supervisors did not continue the item to a later date as requested. The Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 304-060-033 (Moran). (Supervisor Kehoe opposed.)

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 305-030-003 (STEWART)

This was the time set to conduct a public hearing to consider an appeal of a \$150 water bill penalty for Assessor's Parcel Number 305-030-003 (Stewart).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions by Supervisor Moty, Mr. Minturn addressed concerns about the water meter and confirmed that staff will verify the matter.

The property owner did not attend; no one spoke for or against the item, and the public hearing was closed.

By motion made, seconded (Kehoe/Moty), and unanimously carried, the Board of Supervisors did not impose the \$150 civil penalty concerning the water bill penalty for Assessor's Parcel Number 305-030-003 (Stewart).

January 23, 2018

2:22 p.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:
BOARD OF SUPERVISORS REGULAR MEETING - February 6, 2018

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

First Amendment to Agreement with Cascades Management Inc., dba Ridgeview Residential Care Home.

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

DEPARTMENT CONTACT: Dean True, Branch Director, HHSA Adult Services, (530) 225-5900

STAFF REPORT APPROVED BY: Dean True, Branch Director, HHSA Adult Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2017, to the agreement with Cascades Management, Inc., d.b.a. Ridgeview Residential Care Home to provide adult residential care home services increasing the daily bed rate from \$105 per day to \$115 per day, retaining the maximum compensation not to exceed \$1,839,600 during the entire term of the agreement, and the term of August 1, 2015 through June 30, 2018.

SUMMARY

N/A

DISCUSSION

Cascades Management, Inc., dba Ridgeview Residential Care Home (“Ridgeview”) is a licensed 16 bed Adult Residential Facility (also referred to as a “board and care”) utilizing the Social Rehabilitation model, but is unique in that it offers several different levels of care. The services provided include support in the form of living skills designed to assist individuals in moving to more independent housing. These include both money management, shopping skills, socialization skills, etc., as well as knowledge and abilities to manage their mental health. In addition, and at no cost to County, Ridgeview offers efficiency apartments that can house up to 12 individuals with a serious mental illness who are able to live more independently and one two-bedroom apartment that can serve up to four individuals. This model increases the number of housing and treatment options available in Shasta County.

The proposed amendment increases daily bed rates from \$105 per day to \$115 per day for fiscal year 2017-18 but shall not increase the total compensation payable under this agreement. This represents a 9.5% increase in the daily bed rate, and covers all facility costs. This is the first increase since the contract was initiated more than two years ago, and represents both program improvements and increased business costs.

The proposed agreement is retroactive due to a restructuring of contracts within HHSA.

ALTERNATIVES

The Board could choose not to approve the amendment or direct the department to renegotiate the rates.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the amendment as to form. Risk Management has reviewed and approved the amendment. This recommendation has been reviewed by the County Administrative Office.

FINANCING

This amendment is funded with Mental Health Services Act (MHSA) Community Services and Supports funding and a combination of 1991 and 2011 realignment. Sufficient appropriation authority for the amendment is included in the fiscal year 17-18 MHSA (BU 404) and Mental Health (BU 410) Adopted Budgets. Costs are on a fee-for-service basis and only incurred when a Shasta County resident is authorized by the County for services at Ridgeview. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
1st Amendment	12/28/2017	1st Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND CASCADES MANAGEMENT COMPANY, LLC.
DBA RIDGEVIEW RESIDENTIAL CARE HOME
FOR PROVIDING ADULT RESIDENTIAL CARE HOME SERVICES**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Cascades Management Company, LLC. dba Ridgeview Residential Care Home ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on September 22, 2015, effective August 1, 2015, for the provision of adult residential care home services ("Agreement"); and

WHEREAS, County and Contractor desire to amend this Agreement to increase daily bed rates.

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection A. of Section 3, **COMPENSATION**, is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

Section 3. COMPENSATION.

A. In consideration of the services rendered by the Contractor pursuant to this agreement, County shall pay Contractor on a monthly basis for services of up to 16 beds at the rate of \$115.00 per day per bed for each Client admitted to the Facility. Payment to Contractor for days during a particular month when a Client is temporarily absent from the Facility is limited to a total of seven days per month and is allowable only if the County determines the following conditions are met:

1. The absence is consistent with the Client's service and treatment plans;
2. The absence is necessary for the Client's progress or maintenance at the level of care furnished by Contractor pursuant to this agreement;
3. The absence is planned or anticipated; and
4. The absence, as well as the purpose(s) of the absence, is (are) documented.

Subsection A of Section 3 of the original Agreement shall remain in effect between August 1, 2015 and the effective date of this First Amendment.

II. REAFFIRMATION

In all other respects, the Agreement, as amended, remains in full force and effect.

III. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

IV. EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective July 1, 2017.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

_____, CHAIRMAN

Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: Alan B. Cox 12/15/17
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 12/18/17
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 12/20/17

Arne Hyson
Arne Hyson,
Chief Executive Officer/Manager

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

Agreement with Remi Vista Inc.

DEPARTMENT: Health and Human Services Agency-Children's Services

Supervisory District No. : All

DEPARTMENT CONTACT: Dianna L. Wagner, Branch Director, Children's Services (530) 225-5705

STAFF REPORT APPROVED BY: Dianna L. Wagner, Branch Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Remi Vista, Inc. in an amount not to exceed \$225,000 to provide residential specialty mental health services to eligible children for the period date of signing through June 30, 2018, with two automatic one-year renewals.

SUMMARY

This proposed agreement will allow Remi Vista, Inc. (Remi Vista) to provide medically necessary specialty mental health services to foster and juvenile probation youth who are placed in Remi Vista facilities located in Shasta County.

DISCUSSION

Effective January 1, 2017, Assembly Bill (AB) 403 (Chaptered 773, Statutes of 2015) established a new community care facility category called Short-term residential therapeutic program (STRTP) governed by the Continuum of Care Reform. A STRTP is a residential facility operated by a public agency or private organization that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term care and supervision to children and nonminor dependents. Remi Vista is in the process of converting from a group home rate classification level 12 to a STRTP provider in 2018.

Effective July 1, 2017, AB 1299 requires County Mental Health Plans and Child Welfare to implement presumptive transfer for foster youth specialty mental health services. Presumptive transfer means a prompt transfer of the responsibility for the provision of, or arranging, and payment for specialty mental health services from the county of original jurisdiction to the county in which the foster youth resides. Remi Vista has provided residential and specialty mental health services to Shasta County youth for many years. Remi Vista offers a variety of mental health treatment services for Medi-Cal beneficiaries in their residential program. Due to AB403 statutory changes there has been an increased focus on local placements at the facility to ensure our foster and juvenile probation youth are placed in their county of jurisdiction. Due to AB 1299 statutory changes there is a number of counties relinquishing the responsibility of specialty mental health services of their foster youth onto Shasta County via presumptive transfer.

Services provided are to youth with serious mental health issues to reduce behaviors and symptoms resulting from a mental

illness that can require acute psychiatric hospitalization and the need for highly structured and supervised placement. The goal of placement in these facilities is to improve the youth’s functioning such that the youth can move to a lower level of care when appropriate.

Medically necessary mental health services for eligible Medi-Cal beneficiaries are considered an entitlement, and are part of Shasta County’s Health and Human Services Agency (HHSA) Managed Care Plan responsibility. Specifically, HHSA is responsible for determining medical necessity, authorizing, and paying for these services. Youth who are eligible for services through this contract include those who are placed with Remi Vista in out-of-home care by HHSA, the Probation Department, voluntarily by parents through the Adoption Assistance Program, or through presumptive transfer from another county. Progress for each individual is evaluated through quarterly reports on the frequency of identified behaviors that resulted in or places the youth at risk of a higher level of care, as well as tracking of progress toward individual treatment goals.

ALTERNATIVES

The Board could choose not to approve the agreement or to approve with modified terms or funding.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management approved the agreement. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The maximum amount of the agreement with Remi Vista Centers Inc. is \$225,000. These costs are included in the Adopted FY 2017-18 Mental Health budget (BU 410). The agreement is a fee for service and costs will only be incurred when Shasta County youth and those the County accepts presumptive transfer for are receiving mental health services from Remi Vista Centers Inc. This agreement is funded with federal funds (approximately 50%) and a County match which is largely met through a combination of 1991 and 2011 Realignment revenue. Residential costs, which are not included in this agreement, are supported through the Social Services foster care payment system. There is no additional County General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Remi Vista, Inc. Agreement for Youth Residential Mental Health	1/26/2018	Remi Vista, Inc. Agreement for Youth Residential Mental Health

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
REMI VISTA, INC.**

This 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 Remi Vista, Inc. a California Corporation (Consultant) (collectively, the "Parties" and individually a "Party") for the provision of youth residential mental health services.

Section 1. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement, and in consideration of the compensation hereinafter set forth, Consultant shall:

- A. Provide specialty mental health treatment services as prescribed in EXHIBITS A, SERVICES and B, PAYMENTS, both attached and incorporated herein. For all services, Consultant shall comply with applicable provisions of the State of California approved Shasta County Managed Care Mental Health Plan and any subsequent updates. For the purposes of this agreement, the "Shasta County Managed Care Mental Health Plan" is the contract between the State of California Department of Health Care Services and the County to provide mental health managed care services to California Medi-Cal beneficiaries. The Shasta County Managed Care Mental Health Plan is available at: http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx Consultant shall check the website for updates regularly to ensure Consultant has current approved Shasta County Managed Care Mental Health Plan. Should Consultant be unable to access the electronic version of the Shasta County Managed Care Mental Health Plan, County will provide Consultant with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and Shasta County's Managed Care Mental Health Plan, the Shasta County Managed Care Mental Health Plan shall govern.
- B. Ensure hours of operation for youth up to and including age 18 (Clients) served under this agreement are no less than the hours of operation provided to any other person served by Consultant.
- C. Ensure that all staff accompanying a Client into the community as part of mental health service delivery provided pursuant to the terms of this agreement shall maintain ongoing supervision and care of the Client throughout the service event, to include receiving the Client from and returning the Client to an appropriate responsible adult.
- D. Allow County and the California Department of Health Care Services, and their duly authorized representatives at all reasonable times to inspect or otherwise

evaluate the work performed under the terms of this agreement, including all supported activities and the premises in which it is being performed to assess the Client's progress.

- E. Conduct a minimum of three internal chart audits each month unless fewer than three clients are served under this agreement in any given month, in which case all charts will be audited for Clients served under this agreement and documentation of said audits submitted to County via secure fax, attention Managed Care, (530) 225-5950 by the 10th of the following month. Consultant shall participate in additional internal Utilization Review activities as directed by County.
- F. Operate continuously throughout the term of this agreement with no less than the minimum number of personnel required by all applicable federal and state statutes and regulations for provision of services hereunder; such personnel shall be qualified in accordance with all applicable federal and state statutes and regulations.
- G. Ensure all of the services required hereunder are performed by Consultant or personnel under Consultant's supervision.
- H. Receive written treatment authorization from County, in a format approved by County, prior to delivering any services. County is not obligated to authorize any particular level or quantity of services pursuant to this agreement.
- I. Screen 100% of referred Clients for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal eligibility monthly while receiving services. The eligibility screening shall include verifying that Shasta County is the responsible County, and assessing for valid full-scope Medi-Cal coverage aid codes as required by Assembly Bill (AB) 1299.
- J. If the Client becomes ineligible for full-scope Medi-Cal and is a dependent of the Shasta County Juvenile Court the County placing social worker will be notified regarding ineligibility and discuss the process for reinstatement.
- K. Notify County of any/all changes in leadership staff within 10 days of change. Leadership staff includes, but is not limited to, Executive Director, Clinical/Program Director, and Chief Fiscal Officer.
- L. As required by Government Code section 7550, each document or report prepared by Consultant 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. Consultant 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, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

- M. Comply with the Privacy and Information Security Provisions contained in Exhibit F, within the Shasta County Mental Health Managed Care Plan referenced in Section 1.A. Consultant shall implement reasonable and appropriate administrative, physical and technical safeguards to protect Protected Health Information (PHI). For purposes of this agreement PHI means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium.
- N. Hold harmless the California Department of Health Care Services and Clients served under the terms of this agreement in the event the County cannot or does not pay for services provided by Consultant pursuant to this agreement.
- O. Document and submit to the county initial and quarterly Progress Reports, attached hereto and incorporated herein as EXHIBIT E, PROGRESS REPORT, that include but are not limited to: identification of Client target behaviors and behavior frequency, changes in the Client's behavior including; aggression, self harm, drug seeking, chronic run away attempts, property destruction and/or changes in mood, outreach attempts to Client's family/support group, any incidents that affect the Client's participation and changes in medications and counseling interventions. Initial Progress Reports shall be completed for each Client and submitted to County within 45 days of admission to Consultant's facility. Quarterly Progress Reports, shall be due, respectively, on October 10, January 10, April 10, and July 10 of each year. Initial and quarterly Progress Reports shall be completed and emailed to: CSContracts@co.shasta.ca.us.
- P. For Clients who are Dependents of Shasta County Juvenile Court, only administer Client psychotropic medications pursuant to a current JV223 or JV223S Order Regarding Application for Psychotropic Medication. Consultant requests for changes to Client psychotropic medications or dosages shall be submitted immediately to the county JV220 Nurse at 1313 Yuba Street, Redding, CA 96001. Consultant shall submit the applicable paperwork to obtain court authorization to administer new or additional medications, including, but not limited to the Prescribing Physician's Statement, JV 220(A) or other forms required to comply with Welfare and Institutions Code section 369.5 and California Rules of Court Rule 5.640. This will include a copy of the medication consent form as approved by the Mental Health Managed Care Plan of Consultant's County. The necessary forms and supporting information shall be submitted immediately to the county JV220 Nurse at 1313 Yuba Street, Redding, CA 96001.
- Q. Document all contacts between Consultant's staff and Clients in the Client's treatment record progress notes.
- R. Participate in and comply with Shasta County Managed Care Mental Health Plan Problem Resolution process for Client complaints or grievances to ensure services

provided under this agreement are appropriate and are provided in compliance with Title 9 of the California Code of Regulations.

- S. Provide to County the Annual Quality Management (QM) Work Plan for compliance with the Quality Management requirements as set forth in the Shasta County Managed Care Mental Health Plan by July 15th for each preceding fiscal year.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor and evaluate the performance outcomes of Consultant as prescribed in EXHIBIT A, SERVICES throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.
- B. Make reasonable efforts to refer to Consultant, Clients that are full-scope Medi-Cal eligible beneficiaries at the time of referral.
- C. Advise Consultant of deadlines for documentation, if applicable.
- D. Provide Treatment Authorization Request (TAR) approvals if deemed appropriate within 14 days of receipt.
- E. Conduct County/Consultant Team meetings as needed to coordinate mental health treatment, program planning, contract compliance, and to provide consultation to Consultant regarding service delivery, in accordance with the mental health services as described in Section 1 and EXHIBIT A, SERVICES. The date, time, and location of each County/Consultant Team meeting shall be set by County.
- F. Conduct Medi-Cal site certification and program review site visits at Consultant's Site(s) where services are provided by Consultant in accordance with the Shasta County Managed Care Mental Health Plan. For purposes of this agreement, "Consultant's Site(s)" shall mean the Consultant's building(s) where clinical services are provided. County conducts a Medi-Cal site certification visit at Consultant's Site(s) to determine if mental health services provided by Consultant pursuant to this agreement are in compliance with the Shasta County Managed Care Mental Health Plan and meet the regulations of Title 9 of the California Code of Regulations. Dates and times of site visits shall be determined by County based upon Medi-Cal Certification and Recertification requirements.
- G. Review Consultant's participation in and compliance with Shasta County Managed Care Mental Health Plan Problem Resolution process for Client complaints or grievances in order to ensure Clients receiving services provided under this agreement are receiving services that are appropriate and are provided in compliance with Title 9 of the California Code of Regulations.

- H. Conduct utilization review meetings between County and Consultant staff as needed for the purpose of reviewing documentation in the records of Clients receiving services from Consultant pursuant to this agreement. Each utilization review meeting shall include, at a minimum, the following individuals: Consultant's Outpatient Director, or his or her designee, and the County's Managed Care Clinical Program Coordinator, or his or her designee. The date, time, and location of each Utilization Review Meeting shall be set by County.

Section 3. COMPENSATION.

- A. County shall compensate Consultant for services rendered pursuant to this agreement in accordance with the terms prescribed in EXHIBIT B, PAYMENTS. The total compensation payable to Consultant under this agreement shall not exceed \$75,000 for County fiscal year 2017-2018, \$75,000 for County fiscal year 2018-2019, and \$75,000 for County fiscal year 2019-2020. In no event shall the maximum amount payable under this agreement exceed \$225,000.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to the Health and Human Services Agency (HHS) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 10th of each month following the month of services rendered an itemized statement of services on a billhead or invoice regularly used in the conduct of Consultant's business (Invoice) that includes Consultants current and active National Provider Identifier (NPI) number under which the services provided pursuant to this agreement shall be billed to state or federal payer sources along with a completed Daily and/or Monthly Claim form, attached and incorporated herein as EXHIBIT F, DAILY / MONTHLY CLAIM FORM and any progress notes supporting documentation and/or receipts. County shall make payment to Consultant within 30 days of receipt of Consultant's correct and approved Invoice.
- B. County shall not be obligated to pay Consultant for services covered by any Invoice, if Consultant presents the Invoice to County more than 90 days after the date services were rendered by Consultant for Medi-Cal eligible youth or more than 150 days after the date services were rendered by Consultant for Medi-Cal eligible youth with private insurance.
- C. Consultant shall provide County with supporting documentation and an explanation of benefits (EOB) when submitting Invoices for Medi-Cal eligible youth with private insurance. If Consultant does not receive a response from the private insurer within 90 days of billing to them, Consultant shall include that service in the next Invoice to the County, providing the completed claim form as proof of

billing. Consultant shall provide advance notice to County when submitting an Invoice more than 90 days after the date services were rendered by Consultant.

- D. For the final month of this agreement, June 2020, Consultant shall submit to the County, a final Invoice no later than July 10, 2020. Notwithstanding the previous sentence, a final Invoice for Medi-Cal eligible youth with private insurance, including supporting documentation and EOB, may be submitted by Consultant to the County after July 10, 2020 with prior approval of the HHSA Director, (Director) or any HHSA Branch Director designated by the HHSA Director, provided that the final Invoice is provided to the County no later than November 30, 2020.
- E. Upon termination of this agreement, County shall compensate Consultant pursuant to the terms of this agreement within 30 days of receipt of Consultant's final Invoice. Consultant shall submit Consultant's final Invoice, within 15 days of the effective date of termination. To the extent necessary to effectuate full compensation of Consultant, this provision shall survive the termination of this agreement.
- F. Consultant shall provide County with all records required to bill Medi-Cal, and documents required for the purposes of the utilization review, and as may be required by County for other purposes relevant to the provision of services under the terms of this agreement, within 90 days of the date of service.
- G. All approved services adjudicated through the Short-Doyle/Medi-Cal Program of the State of California Department of Health Care Services shall be settled pursuant to Section 29 of this agreement, at actual costs or published costs, whichever is less.
- H. Compensation under this agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant 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 Consultant'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 Consultant revenues, accruing or received by Consultant relate to allowable reduction, or a cash refund, as appropriate.
- I. Consultant 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. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant 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 Consultant

- J. County shall submit billings to Medi-Cal or other payor sources as required by Medi-Cal or those other payor sources for services provided by Consultant.
- K. County shall exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal for services delivered and billed pursuant to this agreement.
- L. If a federal or state audit exception is created during the provision of services under this agreement, due to an error or errors of omission or commission on the part of the County, County shall be responsible for the audit exception.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall begin as of the last date signed by all Parties and end June 30, 2018. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. 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 Consultant in writing of such non-appropriation at the earliest possible date. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant 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 Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant 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. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

- D. County's right to terminate this agreement may be exercised by the County Executive Officer or the HHSA Director (Director) or any HHSA Branch Director designated by the Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant 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. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant 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 Consultant and Director, or any HHSA Branch Director designated by the 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 Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant 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 Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant 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. Consultant 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 Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duty of indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$3 million aggregate.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing

tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant 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. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant 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.
- D. Consultant shall comply with the Federal Rehabilitation Act of 1973, section 504.
- E. Consultant and Consultant's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 §6032.

- F. For all services, Consultant shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code; and the California Code of Regulations, Title 9, Chapter 11.
- G. Consultant shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code, (commencing at section 5600 et seq.), Title 9 and Title 22 of the California Code of Regulations, the California Department of Health Care Services Cost Reporting/Data Collection Manual (CR/DC), and the prior State of California Department of Mental Health Policy Letters.
- H. Consultant shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal Specialty Mental Health Services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, California Code of Regulations, title 9, section 1810.436, subd. (a)(1)-(5), which provides (in substance) that:
 - (1) Medi-Cal beneficiaries shall receive the same level of care as provided to all other patients served;
 - (2) Medi-Cal beneficiaries shall not be discriminated against in any manner;
 - (3) Consultant shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;
 - (4) Compensation paid pursuant to this agreement is considered to be payment in full; and
 - (5) Consultant shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.
- I. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- J. Consultant shall comply with all applicable standards, orders, or requirements issued under 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 Environmental Protection Agency regulations (40 CFR part 15).
- K. Consultant shall comply with Section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal

actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Consultant pursuant to this agreement shall be in compliance with Section 1352 of Title 31, U.S.C., and in conjunction therewith shall executed the attached EXHIBIT C, CERTIFICATION REGARDING LOBBYING, attached hereto and incorporated herein.

- L. Consultant shall comply with Department of Health Care Services statewide criteria for mental health program approval of Short-Term Residential Therapeutic Programs.
- M. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant 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. Consultant 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. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, 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. The Director or his or her designee shall have the right to oversee, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons and Clients to be served within this agreement. Consultant agrees to extend to the Director, or his or her designee, and to the State of California Department of Health Care Services, the United States Department of Health and Human Services, the Comptroller General of the United States and other authorized state and federal agencies or their duly authorized representatives, the right to review, monitor, and evaluate Consultant's programs, books, records or procedures at any reasonable time.

- D. Consultant shall be subject to the examination and audit of the Department or Auditor General for a period of three years after final payment under contract (Government Code §8546.7). Consultant agrees to maintain and present, until five years after termination of this Agreement and final payment from County to Consultant, to permit the California Department of Health Care services or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this agreement and to allow interviews of any employees who might reasonable have information related to such records.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant'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. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

- A. Consultant, and Consultant's officers, employees, and agents, providing services pursuant to 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.
- B. With respect to Consultant's Site(s), Consultant shall comply with all applicable County, state and federal licensing requirements and shall obtain all applicable licenses and display the same in a location on Consultant's Site(s) that is reasonably conspicuous. For purposes of this agreement, "Consultant's Site(s)" shall mean the Consultant's office building where clinical services are provided. Failure to maintain the licensing requirements shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement.
- C. Consultant shall immediately advise County of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

Consultant and Consultant'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 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by First Class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Children's Services
Attn: Contracts Unit
1313 Yuba Street
Redding, CA 96001
Tel: (530) 225-5757
Fax: (530) 225-5190

And for Clinical Contact

Director, Children's Services
1313 Yuba St.
Redding, CA 96001
Tel: (530) 225-5705
Fax: (530) 225-5190

If to Consultant: Executive Director
Remi Vista, Inc.
2701 Park Marina Drive
Redding, CA 96002
Tel: (530) 224-7160
Fax: (530) 224-7168

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

Section 20. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

Consultant 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 Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 23. 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 Consultant 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 Consultant or its subsidiaries.

Section 24. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 25. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultants employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California

Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. CLINICAL RECORDS.

Consultant shall maintain adequate clinical treatment records. Clinical treatment records must comply with all applicable state and federal requirements. Individual Client clinical treatment records shall contain assessment information, treatment planning documents, and progress notes which reflect all Client contacts and/or all treatment decisions. Program and Client clinical treatment records shall contain detail adequate for the evaluation of the service. Consultant shall provide monthly reports to the Director in conformance with the Client and Service Information ("CSI") System as directed by the County.

Section 27. FINANCIAL RECORDS.

Consultant shall maintain financial records that clearly reflect the cost of each type of service for which compensation under this agreement is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be maintained and retained for seven years following the close of the fiscal year to which the records pertain. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 28. FINANCIAL REPORTING

Consultant shall provide financial information and/or records pertaining to Consultant's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Consultant's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Consultant shall provide additional financial information as requested by County within 30 days of receiving such request. Consultant shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 29. ANNUAL COST REPORT

- A. Consultant shall submit a separate, detailed Mental Health Provider Cost Report (Cost Report) in the format prescribed by the California Department of Health Care Services and a complete financial statement (Financial Statement) not later than 90 days after the end of this agreement. Consultant's Cost Report and Financial Statement shall be subject to audit by appropriate County, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Consultant shall be settled in accordance with California Department of Health Care Services guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs, published charges, or County Maximum Allowance (CMA). In the event the Cost Report settlement identifies an overpayment to Consultant, Consultant shall reimburse County the full overpayment amount. If Consultant fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20 percent of future monthly payments to Consultant under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Consultant under this agreement until the full overpayment has been recouped. If any amount of overpayment to Consultant remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Consultant shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. If, at the time of Cost Settlement, additional compensation is due Consultant by County, County shall compensate Consultant the per unit rate up to the contract maximum, pursuant to California Department of Health Care Services guidelines. This provision shall survive the termination, expiration or cancellation of this agreement.
- B. Consultant may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Consultant shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Consultant shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect. This provision shall survive the termination, expiration, or cancellation of this agreement.
- C. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Consultant at the County's sole discretion until the Cost Report and Financial Statement have been received by County.

Section 30. PERSONNEL.

- A. Consultant shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations, for the type of services prescribed in

EXHIBIT A, SERVICES.

- B. Consultant shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

Section 31. AGREEMENT SUPERVISION

- A. The Director, or his or her designee, shall be the County representative authorized and assigned to represent the interests of the County and to determine if the terms and conditions of this agreement are carried out.
- B. County shall monitor the kind, quality, and quantity of Consultant's services and criteria for determining the persons to be served and length of treatment for the persons receiving mental health services covered under the terms of this agreement.

Section 32. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Consultant acknowledges the County's Program for Compliance with Federal Healthcare Programs (Compliance Program) and agrees to comply, and to require its employees who are considered "Covered Individuals" to comply with all policies and procedures of the Compliance Program including, without limitation, County's Code of Conduct, attached and incorporated herein as EXHIBIT D, CODE OF CONDUCT. Should the aforementioned Code of Conduct be amended during the term of this agreement, Consultant shall comply with the Code of Conduct as amended and as provided to Consultant by County. "Covered Individuals" are defined as employees of the Consultant with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.
- B. Consultant agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Consultant shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly-hired employees who are Covered Individuals.
- C. Consultant agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or Consultant's program with prior approval of County's Compliance Officer, to its employees as required by the County's Program for Compliance with Federal Healthcare Programs.

- D. Consultant shall not hire or enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.
- E. Consultant attests that Consultant and all Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Consultant shall verify prior to hire and monthly all of Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation. Consultant shall maintain documentation of monthly verification on file and provide such documentation to County by the 10th of the following month, electronically in .pdf format or other electronic format preapproved by County to CSContracts@co.shasta.ca.us and mhcompofcr@co.shasta.ca.us. Verification checking, at a minimum shall include Consultant's use of the following three websites:
 - (1) Office of Inspection General
http://oig.hhs.gov/exclusions/exclusions_list.asp
 - (2) Medi-Cal Suspended and Ineligible List
<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
 - (3) System for Award Management
<https://www.sam.gov/portal/SAM/#1>

Section 33. NOTICE OF RIGHTS.

Consultant shall give the persons provided services pursuant to this agreement notice of their rights in accordance with section 5325 of the Welfare and Institutions Code and California Code of Regulations, Title 9, section 862. In addition, in all of Consultant's Site(s), Consultant shall have prominently posted in the predominant languages of the community a notice of the rights delineated in section 5325 of the Welfare and Institutions Code and in California Code of Regulations, Title 9, section 862.

Section 34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is independently responsible for compliance with HIPAA

and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 10.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

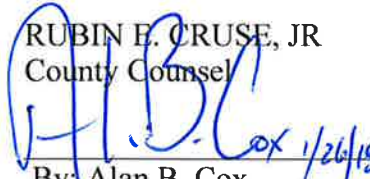
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

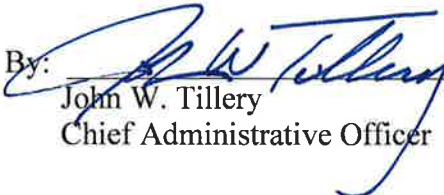
RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox
Deputy County Counsel


By: James Johnson
Risk Management Analyst

CONSULTANT

Date: 1/24/18

By: 
John W. Tillery
Chief Administrative Officer

Tax I.D.#: On File

EXHIBIT A

SERVICES

Objective 1: Collaborate with Caregivers, Treatment and Other Service Providers

In order to meet **Objective 1**, Consultant shall provide the service(s) as follows:

- A. Consultant shall collaborate with all parties involved with the Client and family including but not limited to parents, schools, doctors, care givers, Shasta County Health and Human Services Agency, Children's Services, and Probation with appropriate signed authorization for release of information in order to support the Client reaching the Client goals.
- B. Consultant shall use trauma informed interventions and treatment practices that will meet the individual needs of each Client.
- C. Consultant shall conduct family therapy at a minimum of twice a month in order to preserve connections and strengthen the family unit. When a Client does not have a family member involved in their life, Consultant shall conduct family finding and identify a significant connection for Client no later than the 4th month of placement.

Objective 2: Comply with Court Ordered Oversight of Juvenile Court Dependents and Wards

In order to meet **Objective 2**, Consultant shall provide the service(s) as follows:

- A. Consultant shall provide EXHIBIT E, PROGRESS REPORT regarding participation in Mental Health Services and Client's progress toward treatment goals including tracking of risk behaviors as outlined in Section 1 (O) of the agreement. Progress in treatment will be evaluated in part by frequency of risk behaviors.
- B. Consultant shall provide testimony and any records, as authorized by law, when subpoenaed to Juvenile Court. In the event that Consultant is required by subpoena to testify in any matter arising out of or concerning the services provided under agreement by any party in a legal proceeding regarding the Client, Consultant shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time.
- C. Consultant shall assure proper psychiatric care, which will include development and submittal of a County JV220 (A) "Prescribing Physician's Statement-Attachment." Consultant shall cooperate with the agency in providing all information deemed necessary by County for assessment and treatment planning, including a medication consent form approved by Shasta County Managed Care Mental Health Plan for signature by Juvenile Court Judge.

- D. With appropriate releases of information Consultant shall work collaboratively with County, every Client served under this agreement, and their support network as identified by the Client's case worker to include parents, caregivers, service providers and other authorities, to create a discharge plan that will support access to mental health services and continuity of care post discharge. If Client is taking psychotropic medication, Consultant will work collaboratively to assure Client will be discharged with a 30-day supply of medication or prescription(s) for a 30-day supply of current medications, and shall coordinate discharge services with County Child Welfare Staff, Mental Health Staff, Education Liaison, and medication support service providers.

Objective 3: Provision of Medi-Cal Services

In order to meet **Objective 3**, Consultant shall provide the service(s) as follows:

- A. For all services, Consultant shall comply with applicable provisions of the State of California Department of Health Care Services approved Shasta County Managed Care Mental Health Plan.
- B. Consultant shall assure all Shasta County Medi-Cal beneficiaries referred to Consultant have had an assessment initiated through Shasta County Managed Care Plan provider determining appropriate service needs
- C. Initial written TAR(s) will be completed by Shasta County HHSA Children's Services determining the specific services and goals to address diagnosis and impairment and submitted to HHSA Managed Care for review and authorization.
- D. Consultant shall reassess each Client at least once every six months based on the date of Client's initial assessment and submit a copy of the updated assessment and Treatment Plan to Shasta County Managed Care when continued services beyond six months are clinically indicated.
- E. Consultant shall inform County and submit an assessment document to County, by fax, within three working days after assessment when any Client who is a Medi-Cal beneficiary is determined after assessment to be ineligible for services. County shall review the assessment document and, if applicable, issue a Notice of Action to Client in accordance with the guidelines set forth in the County's Managed Care Mental Health Plan.
- F. Consultant shall submit subsequent TAR(s) to Shasta County Managed Care Plan for review and authorization 15 to 30 days prior to the expiration of the initial authorization period. Services provided without prior written authorization shall be the responsibility of Consultant and shall not be reimbursed by or compensated for by County. Services may be authorized by County 30 days before prior authorization expires.
- G. Mental Health Services provided by Consultant pursuant to this agreement may include, but are not necessarily limited to:
- (1) Crisis Intervention
 - (2) Mental Health Services
 - (3) Case Management
 - (4) Intensive Case Coordination
 - (5) Intensive Home Based Services
- Consultant shall only provide Case Management services when directly related to discharge planning of the Client.

H.	Consultant shall involve Client and support network, as identified by the Client and Client's case worker to include parents, caregivers, service providers and other authorities that are authorized to participate in all treatment planning and decision-making regarding the Client's services, and documented in the Client's on-going Treatment Plan.
I.	Consultant shall involve Client and support network as identified by the Client and Client's Caseworker to include parents, caregivers, service providers and other authorities that are authorized to participate in child and family team (CFT) meetings to be held at a minimum of every 30 days based on the Client's initial placement date.
J.	Consultant shall complete all performance outcome requirements in accordance with and as determined by the State of California Department of Health Care Services, and/or County. For purposes of this agreement Performance Outcomes include, but are not limited to measures to determine Consultant's productivity, as well as Client's progress toward treatment goals and reduction in identified target behaviors.
K.	<p>Consultant shall adhere to guidelines in accordance with policies and procedures issued by County, including but not limited to:</p> <ol style="list-style-type: none"> (1) Complete all chart documentation as defined by Shasta County Managed Care Mental Health Plan located at the County Provider website: http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx. The Provider website is updated and maintained by County and shall be provided to Consultant. (2) Comply with audit requests by County. (3) Provide EPSDT notification to all Medi-Cal beneficiaries as required by the State of California Department of Health Care Services and as set forth in the County's Managed Care Mental Health Plan. (4) Provide informing materials to all Medi-Cal beneficiaries as required by the State of California Department of Health Care Services and as set forth in the County's Managed Care Mental Health Plan. Informing materials are available at: https://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx. (5) Perform other related duties as requested by County. (6) Use only those forms that have been pre-approved by County. (7) Provide all documents required for pre-payment audit as requested by Shasta County Mental Health Managed Care Plan. (8) Consultant's staff must attend Cultural Competency training approved by County annually.
L.	Utilize the Program Diagnosis and Discharge form, attached and incorporated herein as EXHIBIT G, PROGRAM DIAGNOSIS AND DISCHARGE FORM when a Client's diagnosis has been updated and/or when the Client is discharged.

EXHIBIT B

PAYMENTS

I. Mental Health Services

- A. Subject to the terms and conditions of this agreement, County shall pay Consultant at the following interim rates for pre-authorized services.

Specialty Mental Health Services	\$2.23	per minute
Case Management Services	\$1.68	per minute
Intensive Case Coordination	\$1.68	per minute
Intensive Home Based Services	\$2.23	per minute
Crisis Intervention	\$3.21	per minute

- B. Services provided to non-Medi-Cal eligible youth shall be the responsibility of Consultant and will not be reimbursed by or compensated for by County.
- C. Services provided without pre-authorization by County shall be the responsibility of Consultant and will not be reimbursed by County.
- D. Each Statement submitted by Consultant must have the following statement included at the bottom of every Statement submitted for payment: "I certify that the above is correct, and supporting documentation has been recorded in the medical record."
- E. Services provided without submission to County of NPI by Consultant shall be the responsibility of Consultant (financially and otherwise) and will not be reimbursed by County.

EXHIBIT C

**State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Consultant

Printed Name of Person Signing for Consultant

Contract/Grant Number

Signature of Person Signing for Consultant

Date

Title

EXHIBIT D

**SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,
MENTAL HEALTH PLAN (MHP)
CODE OF CONDUCT**

Shasta County Health and Human Services Agency (HHSA), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHSA Consultants shall follow this Consultant Code of Conduct (Code of Conduct) as applicable to services performed under the Managed Care Plan agreement between Shasta County and the State Department of Health Care Services and this Agreement between the County of Shasta and HHSA Consultant.

1. PURPOSE

The purpose of this HHSA Code of Conduct is to ensure that all HHSA Consultants providing services under the Shasta County Managed Care Plan (the agreement between Shasta County and State of California Department of Health Care Services to provide specialty mental health services to eligible Shasta County Medi-Cal beneficiaries) and this Agreement between the County of Shasta and Consultant, are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs. This Code of Conduct also serves to demonstrate HHSA's dedication to providing quality care to its clients, and to submitting accurate claims for reimbursement to all payers.

2. CODE OF CONDUCT - GENERAL STATEMENT

- A. This Code of Conduct is intended to provide HHSA Consultants with general guidelines, to enable them to conduct the business of HHSA in an ethical and legal manner;
- B. Every HHSA Consultant is expected to uphold this Code of Conduct;
- C. Failure to comply with this Consultant Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHSA Consultant's termination of contracted status. In addition, such conduct may place the Consultant, the individuals employed by Consultant, or HHSA, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion from participation in the Federal Health Care Programs.

3. CODE OF CONDUCT

All HHSA Consultants and employees, volunteers, and interns of Consultant shall:

- A. Perform their duties in good faith and to the best of their ability;

- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;
- C. Refrain from any illegal conduct. When a Consultant is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Consultant shall inform the HHSA Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Consultant;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Consultant's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Consultant;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or Consultants;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Consultant to pay, any person or entity for the referral of HHSA client to Consultant, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Consultant;
- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;

- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. **SHASTA COUNTY COMPLIANCE OFFICER**

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer
Shasta County Health and Human Services Agency, Business & Support Services
1810 Market Street, Redding, CA 96001
P.O. Box 496005, Redding, CA 96049-6005
(530) 245-6750

24/7 Confidential Disclosure Line: (530) 229-8050 or 1-866-229-8050

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

**CODE OF CONDUCT
CERTIFICATION**

I, _____, by signing this Certification
(Print First and Last Name)

acknowledge that:

1. I am an employee of Remi Vista, Inc., a Consultant of the County of Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed _____ Date _____

Consultant shall maintain all current signed Code of Conduct Certification forms on file and retain forms for a period of seven years after employee no longer works for Consultant, and provide to HHSA upon request, or submit depending upon agreement terms, this signed certification to HHSA Compliance Program staff at 1810 Market Street, Redding, CA 96001, or to P.O. Box 496005, Redding, CA 96049-6005.

Thank you.



EXHIBIT E

Progress Report

Please complete the following regarding the Client's progress while in services. A numerical answer for questions 1 through 6 will suffice. Be sure to provide detailed explanations for these items within the body of your progress report. Email reports to CSContracts@co.shasta.ca.us.

☐ Initial 30 Day Report

☐ Quarterly Report

Date of report: _____ MH ID Number: _____

	Month:	Month:	Month:	Average # of incidents for all youth in the group home
1. Frequency and Duration of aggressive behavior incidents				
2. Frequency and Duration of self-harm incidents				
3. Frequency and Duration of drug seeking behaviors/attempts				
4. Frequency and Duration of runaway attempts				
5. Frequency and Duration of incidents of property destruction				
6. Frequency and Duration of mood instability that affected daily function				
Specific to Client, efforts made toward supporting child and family connection, communication and support (dates, interventions):				
Changes in medication or significant changes in counseling plans or interventions:				
Proposed discharge plan (date):				

Daily / Monthly Claim Forms

Month / Year

Clinician Name: _____

Service Date	Client Number	Client Name	Service Code	Staff ID	Client Time (Minutes)	Travel Time (Minutes)	Doc Time (Minutes)	Total Time (Minutes)	Place of Service
				TOTALS					

I certify that, when required by regulation, an assessment has been conducted, medical necessity has been established, a client service plan has been developed and maintained, the services included in the claim were actually provided and that supporting documentation has been forwarded to the Client Record.

Discipline

Date _____

Date _____

Page 35 of 36
Page 100 of 218

EXHIBIT G

Program Diagnosis and Discharge Form

Shasta County HHSA

Program Diagnosis and Discharge Form

☐ Admission ☐ Update ☐ Discharge

Date: _____ Program: _____

Staff Name: _____ Staff Code: _____

Disorders and Conditions (Enter ICD-10 Code and Diagnosis Name and corresponding DSM-5 Code and Diagnosis Name)

Psychosocial & Environmental (Enter ICD-10 Code and Diagnosis Name)

Summarize General Medical Conditions

CSI Reporting

Any Physical Health Disorders affecting mental health?

☐ Yes ☐ No ☐ Unknown

Any Developmental Disabilities affecting mental health?

☐ Yes ☐ No ☐ Unknown

Trauma ☐ Yes ☐ No ☐ Unknown

Substance Abuse ☐ Yes ☐ No ☐ Unknown

Substance Abuse Diagnosis: _____

Discharge Summary Only

Reason for Discharge

Client Status Code

Client Legal Class

Program Diagnosis /Program Discharge Form

Financials/Episodes

Rev. 4/2017

Client

Chart #

DOB

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

First Amendment with Victor Treatment Center, Inc.

DEPARTMENT: Health and Human Services Agency-Children's Services

Supervisory District No. : All

DEPARTMENT CONTACT: Dianna L. Wagner, Branch Director (530) 225-5705

STAFF REPORT APPROVED BY: Dianna L. Wagner, Branch Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment to the agreement with Victor Treatment Centers, Inc. for the provision of specialty mental health services to eligible children to add intensive case coordination and intensive home-based services and increase maximum compensation by \$1,600,000, for a new maximum compensation amount not to exceed \$2,200,000 during the entire term of the agreement, retaining the term July 1, 2017 through June 30, 2018, with two automatic one-year renewals.

SUMMARY

This proposed first amendment will allow Victor Treatment Centers, Inc. (Victor Treatment) to add two additional services and increase maximum compensation for the two services and the increase in clients due to presumptive transfer.

DISCUSSION

Effective January 1, 2017, Assembly Bill (AB) 403 (Chaptered 773, Statutes of 2015) established a new community care facility category called Short-term residential therapeutic program (STRTP) governed by the Continuum of Care Reform. Victor Treatment has been approved as a STRTP residential facility that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term 24-hour care and supervision to children and nonminor dependents.

Effective July 1, 2017, AB 1299 requires County Mental Health Plans and Child Welfare to implement presumptive transfer for foster youth specialty mental health services. Presumptive transfer means a prompt transfer of the responsibility for the provision of, or arranging and payment for specialty mental health services from the County of original jurisdiction to the county in which the foster youth resides. Victor Treatment has provided residential and specialty mental health services to Shasta County foster youth and foster youth from other counties for many years. Due to AB 403 statutory changes there has been an increased focus on local placements at the facility to ensure our foster youth are placed in their county of jurisdiction. Due to AB 1299 statutory changes there are a number of counties relinquishing the responsibility of specialty mental health services of their foster youth onto Shasta County via presumptive transfer.

Services provided are designed to reduce serious behaviors and symptoms resulting from a mental illness that can require acute

psychiatric hospitalization and the need for highly structured and supervised placement. The goal of placement in these facilities is to improve the youth's functioning such that the youth can move to a lower level of care when appropriate. In addition, effective July 1, 2017 the Department of Health Care Services has lifted previous limitations now making available to Medi-Cal beneficiaries both Intensive Care Coordination (ICC) which is a targeted case management service that facilitates assessment of, care planning for and coordination of services, including urgent services for youth identified as needing intensive services and Intensive Home Based Services (IHBS) which are mental health rehabilitation services that are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a youth's functioning which are both being added through this amendment.

ALTERNATIVES

The Board could choose not to approve the first amendment or to approve with modified terms or funding.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the amendment as to form. Risk Management has approved the amendment. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The maximum amount of the agreement with Victor Treatment Centers Inc. is \$2,200,000, and is based on increased number of placements and the presumptive transfer of foster youth from their county of original jurisdiction to Shasta County where they are residing. These costs are included in the Adopted FY 2017-18 Mental Health budget (BU 410). The agreements are fee for service and costs will only be incurred when Shasta County youth and those that the County accepts presumptive transfer for are receiving mental health services from Victor Treatment Centers Inc. This agreement is funded with federal funds (approximately 50%) and a county match which is largely met through a combination of 1991 and 2011 Realignment revenue. Residential costs, which are not included in this agreement, are supported through the Social Services foster care payment system. There is no additional County General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Victor Treatment Center First Amendment	1/26/2018	Victor Treatment Center First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND VICTOR TREATMENT CENTERS, INC.**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Victor Treatment Centers, Inc., a California corporation, ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on July 18, 2017, effective July 1, 2017, to provide for youth mental health services ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to: (1) add Intensive Case Coordination and Intensive Home Based services; (2) increase the amount of maximum compensation payable during the entire term of the agreement to Consultant to \$2,200,000 for the services to be provided herein.

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3. COMPENSATION of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 3. COMPENSATION.

- A. County shall compensate Consultant for services rendered pursuant to this agreement in accordance with the terms prescribed in EXHIBIT B-1. The total compensation payable to Consultant under this agreement shall not exceed \$600,000 for County fiscal year 2017-2018, \$800,000 for County fiscal year 2018-2019, and \$800,000 for County fiscal year 2019-2020. In no event shall the maximum amount payable under this agreement exceed \$2,200,000.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

II. **EXHIBIT A-1** is attached to this First Amendment and is effective as of the last date this First Amendment is signed by all parties. Exhibit A attached to the original agreement shall remain in effect between July 1, 2017 and the effective date of this first amendment.

III. **EXHIBIT B-1** is attached to this First Amendment and is effective as of the last date this First Amendment is signed by all parties. Exhibit B attached to the original agreement shall remain in effect between July 1, 2017 and the effective date of this first amendment.

IV.

A1.CS.MH.VictorTreatement.1720
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Page 1 of 7

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

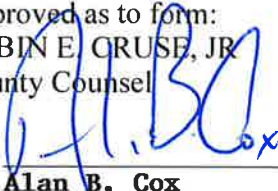
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By:  1/26/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  01/26/18
James Johnson
Risk Management

CONSULTANT

Date: 1/25/18

By: 
Edward E. Hackett
Chief Financial Officer

EXHIBIT A-1

SERVICES

Objective 1: Collaborate with Caregivers, Treatment and Other Service Providers
In order to meet Objective 1 , Consultant shall provide the service(s) as follows:
A. Consultant shall collaborate with all parties involved with the Client and family including but not limited to parents, schools, doctors, care givers, Shasta County Health and Human Services Agency, Children's Services, and Probation with appropriate signed authorization for release of information in order to support the client reaching the client goals.
B. Consultant shall use trauma informed interventions and treatment practices that will meet the individual needs of each client.
C. Consultant shall conduct family therapy at a minimum of twice a month in order to preserve connections and strengthen the family unit. When a client does not have a family member involved in their life, Consultant shall conduct family finding and identify a significant connection for client no later than the 4 th month of placement.
Objective 2: Comply with Court Ordered Oversight of Juvenile Court Dependents and Wards
In order to meet Objective 2 , Consultant shall provide the service(s) as follows:
A. Consultant shall provide Progress Reports (EXHIBIT E) regarding participation in Mental Health Services and Client's progress toward treatment goals including tracking of risk behaviors as outlined in Section 1 (P) of the agreement. Progress in treatment will be evaluated in part by frequency of risk behaviors.
B. Consultant shall provide testimony and any records, as authorized by law, when subpoenaed to Juvenile Court. In the event that Consultant is required by subpoena to testify in any matter arising out of or concerning the services provided under agreement by any party in a legal proceeding regarding the Client, Consultant shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time.
C. Consultant shall assure proper psychiatric care, which will include development and submittal of a County JV220 (A) "Prescribing Physician's Statement-Attachment." Consultant shall cooperate with the agency in providing all information deemed necessary by County for assessment and treatment planning, including a medication consent form approved by Shasta County Managed Care Mental Health Plan for signature by Juvenile Court Judge. Consultant shall make available 24 hour psychiatric care.

- D. With appropriate releases of information Consultant shall work collaboratively with County, every Client served under this agreement, and their support network as identified by the Client's case worker to include parents, caregivers, service providers and other authorities, to create a discharge plan that will support access to mental health services and continuity of care post discharge. If Client is taking psychotropic medication, Client will be discharged with a 30 day supply of medication or prescription(s) for a 30 day supply of current medications, and shall coordinate discharge services with County Child Welfare Staff, Mental Health Staff, Education Liaison, and medication support service providers.

Objective 3: Provision of Medi-Cal Services

In order to meet **Objective 3**, Consultant shall provide the service(s) as follows:

- A. For all services, Consultant shall comply with applicable provisions of the State of California Department of Health Care Services approved Shasta County Managed Care Mental Health Plan.
- B. Consultant shall assure all Shasta County Medi-Cal beneficiaries referred to Consultant have had an assessment initiated through Shasta County Managed Care Plan provider determining appropriate service needs
- C. Initial written TAR(s) will be completed by Shasta County HHSA Children's Services determining the specific services and goals to address diagnosis and impairment and submitted to HHSA Managed Care for review and authorization.
- D. Consultant shall reassess each Client at least once every six months based on the date of Client's initial assessment and submit a copy of the updated assessment and Treatment Plan to Shasta County Managed Care when continued services beyond six months are clinically indicated.
- E. Consultant shall inform County and submit an assessment document to County, by fax, within three working days after assessment when any Client who is a Medi-Cal beneficiary is determined after assessment to be ineligible for services. County shall review the assessment document and, if applicable, issue a Notice of Action to Client in accordance with the guidelines set forth in the County's Managed Care Mental Health Plan.
- F. Consultant shall submit subsequent TAR(s) to Shasta County Managed Care Plan for review and authorization 15 to 30 days prior to the expiration of the initial authorization period. Services provided without prior written authorization shall be the responsibility of Consultant and shall not be reimbursed by or compensated for by County. Services may be authorized by County 30 days before prior authorization expires.
- G. Mental Health Services provided by Consultant pursuant to this agreement may include, but are not necessarily limited to:
- (1) Medication Support
 - (2) Crisis Intervention
 - (3) Mental Health Services
 - (4) Case Management
 - (5) Intensive Case Coordination
 - (6) Intensive Home Based Services

	Consultant shall only provide Case Management services when directly related to discharge planning of the Client.
H.	Consultant shall involve Client and support network, as identified by the Client and Client's case worker to include parents, caregivers, service providers and other authorities that are authorized to participate in all treatment planning and decision-making regarding the Client's services, and documented in the Client's on-going Treatment Plan.
I.	Consultant shall involve Client and support network as identified by the Client and Client's Caseworker to include parents, caregivers, service providers and other authorities that are authorized to participate in child and family focused meetings (CFFM) to be held at a minimum of every 30 days based on the Client's initial placement date.
J.	Consultant shall complete all performance outcome requirements in accordance with and as determined by the State of California Department of Health Care Services, and/or County. For purposes of this agreement Performance Outcomes include, but are not limited to measures to determine Consultant's productivity, as well as Client's progress toward treatment goals and reduction in identified target behaviors.
K.	<p>Consultant shall adhere to guidelines in accordance with policies and procedures issued by County, including but not limited to:</p> <ol style="list-style-type: none"> (1) Complete all chart documentation as defined by Shasta County Managed Care Mental Health Plan located at the County Provider website: http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx. The Provider website is updated and maintained by County and shall be provided to Consultant; (2) Comply with audit requests by County; (3) Provide EPSDT notification to all Medi-Cal beneficiaries as required by the State of California Department of Health Care Services and as set forth in the County's Managed Care Mental Health Plan; (4) Perform other related duties as requested by County; (5) Use only those forms that have been pre-approved by County; (6) Provide all documents required for pre-payment audit as requested by Shasta County Mental Health Managed Care Plan; and (7) Staff must attend Cultural Competency training approved by County annually.
L.	Utilize the Program Diagnosis and Discharge form, incorporated herein as Exhibit G, when a Client's diagnosis has been updated and/or when the Client is discharged.

EXHIBIT B-1**PAYMENTS****I. Mental Health Services**

- A. Subject to the terms and conditions of this agreement, County shall pay Consultant at the following interim rates for pre-authorized services.

Medication Support	\$4.82	per minute
Mental Health Services	\$2.61	per minute
Case Management	\$2.02	per minute
Crisis Intervention	\$3.88	per minute
Intensive Case Coordination	\$2.02	per minute
Intensive Home Based Services	\$2.61	per minute

- B. Services provided to non-Medi-Cal eligible youth shall be the responsibility of Consultant and will not be reimbursed by or compensated for by County.
- C. Services provided without pre-authorization by County shall be the responsibility of Consultant and will not be reimbursed by County.
- D. Each Statement submitted by Consultant must have the following statement included at the bottom of every Statement submitted for payment: "I certify that the above is correct, and supporting documentation has been recorded in the medical record."
- E. Services provided without submission to County of NPI by Consultant shall be the responsibility of Consultant (financially and otherwise) and will not be reimbursed by County.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

Public Health Accreditation Board Application and Agreement

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

STAFF REPORT APPROVED BY: Terri Fields Hosler, MPH, RD-Public Health Branch Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Approve and authorize the Health and Human Services Agency (HHS) Director or the Public Health Branch Director to accept and sign or electronically sign the Terms and Conditions (T&C) and submit an application to the Public Health Accreditation Board to enter HHS – Public Health into the Public Health Accreditation Program, in an amount not to exceed \$54,600 (including advance payments for the Initial Accreditation Review Fee in the amount of \$21,000 and the Annual Accreditation Services Fee in the amount of \$8,400 per year for the remaining four years of the five-year program) for the period Spring 2018 through Spring 2023; and (2) approve and authorize the HHS Director or the Public Health Branch Director to accept and sign or electronically sign prospective and retroactive amendments and other documents related to the T&C that result in a net change not to exceed \$10,920, and other, non-monetary amendments as necessary, in compliance with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

Approval will allow the HHS Public Health Branch to apply for accreditation by the Public Health Accreditation Board, evaluating the Public Health Branch against nationally adopted standards and measures. The fees cover required travel and training on the accreditation process, as well as ongoing access to a Public Health Accreditation Board (PHAB) Accreditation Specialist; a site visit by a PHAB Accreditation Specialist and three peer site reviewers; and ongoing technical assistance and support for quality improvement efforts and preparation for reaccreditation.

DISCUSSION

The National Public Health Accreditation Program is designed to promote high performance and continuous quality improvement in state and local health departments across the country. It recognizes high performers that meet nationally accepted standards of quality and continuous improvement, and illustrate accountability to the public and policymakers in addressing local Public Health issues and fulfilling mandates. The program launched in September 2011, and since that time

212 health departments across the nation have achieved accreditation, including the California Department of Public Health, as well as 11 local health departments within California, including Butte and Humboldt counties.

The Branch Director presented to the Board of Supervisors in the Spring of 2014 the overall process of national Public Health accreditation. Since that time Public Health has completed the three pre-requisite requirements for application; a Community Health Assessment, a Community Health Improvement Plan, and a Branch Strategic Plan. These included extensive community and partner involvement, and were presented at the Public Health Advisory Board Community Health Awards luncheon in September of last year. At this time the Branch is ready to process the application fee and begin the next step of completing the requirements of the accreditation process.

ALTERNATIVES

Alternatives include not approving the T&C, not authorizing the HHSA Director or Branch Director to submit the application, and/or not authorizing the HHSA Director or Branch Director to execute amendments.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the T&C as to form. Risk Management and Information Technology have approved the T&C. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The HHSA Public Health Branch Fiscal Year 2017-18 Adopted Budget includes the \$21,000 Initial Accreditation Review Fee. Future fiscal year budget requests will include the Annual Accreditation Services Fees. There is no additional General Fund impact with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Accreditation Terms and Conditions	1/25/2018	Accreditation Terms and Conditions

**TERMS AND CONDITIONS FOR ENTERING INTO THE PUBLIC HEALTH
ACCREDITATION PROGRAM**

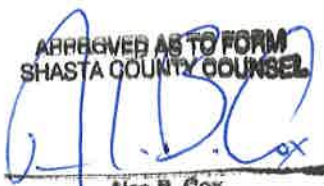
I hereby submit this application for the Public Health Accreditation Board ("PHAB") Public Health Accreditation Program (the "Program") on behalf of the applicant health department (the "Applicant"), in accordance with and subject to the applicable standards, rules, policies, and procedures of the Program. As the applicant director, I hereby agree:

1. That I am the person authorized to obligate the Applicant to the terms and conditions for entering into the Program (the "Terms and Conditions"). I hereby attest to the accuracy and validity of, and assume full responsibility for, the content of the application and all materials and information used by the Applicant in support of the application.
2. That the Applicant acknowledges and agrees that PHAB reserves the right to verify any or all of the information associated with this application, and that providing false, misleading, inaccurate, or incomplete information or otherwise violating the rules governing the Program may constitute grounds for the rejection of this application, revocation of the accreditation, or other appropriate disciplinary action.
3. That the Applicant's Accreditation Coordinator and Health Director have completed the online orientation required by PHAB.
4. That the Applicant has received a copy of the applicable Guide to Public Health Department Accreditation in effect at the time of application and agrees to follow the process and procedures as described therein.
5. That the Applicant has received a copy of the applicable PHAB Standards and Measures in effect at the time of application and understands that the Applicant's performance will be assessed using the information contained in that document.
6. That the Applicant has an adopted and current (dated within the last five years) community health assessment, community health improvement plan, and department strategic plan.
7. That the Applicant has in place a current (dated within the last five years) or has substantially developed and is near completion of the following plans: a workforce development plan, a public health emergency operations plan, and a quality improvement plan.
8. That the Applicant has in place or has substantially developed a performance management policy/system and an organizational branding strategy, and agrees to provide copies of any documents evidencing or describing such policy, system and strategy.


9. That Applicant has received a copy of the Program Accreditation Fee Schedule (the "Fee Schedule") for the year of the Applicant's application and agrees to pay the relevant and total accreditation fees as set forth in the Fee Schedule.
Applicant acknowledges and agrees that the financial commitment undertaken by Applicant in connection with the submission of this application is for the total applicable fee, regardless of outcome of the accreditation review by PHAB or payment schedule chosen. Applicant further acknowledges and agrees that nonpayment of fees due and owing by Applicant pursuant to the Fee Schedule may result in discontinuation of the accreditation process or in revocation of accreditation status, in PHAB's sole discretion.
10. Applicant acknowledges and agrees that PHAB will undertake reasonable efforts to keep information exchanged throughout the accreditation review process in confidence, except to the extent that PHAB might be required by law, statute, rule or regulation to disclose such information. The Applicant may make their own decisions about disclosure of information used for the accreditation process.
11. That publication of Applicant's accreditation status, if granted by PHAB, will be handled according to the PHAB guidelines issued at the time a final decision regarding accreditation of Applicant is made.
12. That complete and accurate reports will be provided to PHAB by Applicant as requested throughout the five year accreditation cycle based on policies provided by PHAB related to same.
13. Applicant acknowledges and agrees that PHAB reserves the right to modify or alter at any time the standards and any rules, policies or procedures adopted by PHAB in connection with the Program.
14. Applicant acknowledges and agrees that PHAB will only publicly disclose Applicant's final accreditation status. Any information contained within Applicant's accreditation application and review process will not be disclosed publicly, except as otherwise may be required by law, statute, rule or regulation.
15. Applicant acknowledges and agrees that, in the interest of contributing to the evidence base for public health, Applicant's accreditation information may be shared with public health researchers and with PHAB staff conducting evaluation and research activities, according to PHAB's research guidelines. Prior to receiving the data, researchers will affirm that they will not release any information that would identify individual health departments or use the data for purposes other than research. Applicant acknowledges that, as an accreditation applicant, Applicant may request a copy of these guidelines. Outside of these research purposes, Applicant's identity will not be disclosed, other than to report Applicant's accreditation status.

16. Applicant understands and agrees that PHAB owns all right, title and interest in and to all names, trademarks, logos, applications, and other material related to the Program, and further agrees that Applicant will only use intellectual property of PHAB in connection with Applicant's accreditation and in accordance with PHAB's policies, and agrees to immediately cease using and return such intellectual property upon expiration, suspension, or termination of accreditation. Applicant acknowledges and agrees that PHAB makes no claims, warranties, guarantees, or promises regarding the content or performance of any accredited health department, and Applicant agrees not to misrepresent its accreditation status and its meaning.
17. Applicant agrees that, in consideration of its application to and participation in the PHAB Program, Applicant hereby releases, discharges, and holds harmless, individually and collectively, PHAB, and its officers, directors, employees, committee members, members, subsidiaries, agents, successors, and assigns, from any and all liabilities that may arise, directly or indirectly, now or in the future, by reason of or in connection with any decision, action or omission relating to this application, the failure to grant accreditation, the revocation of accreditation, or the accreditation standards.

I have read this application and associated material and understand and agree, on behalf of the applicant health department, to abide and be bound by the terms and conditions contained herein, and by all current and future policies, procedures, rules, and regulations of PHAB.

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL
BY:  01/30/18
James Johnson
Risk Management Analyst

IT Approved:  1-29-2018
Thomas Schreiber, CIO

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Law and Justice-10.

SUBJECT:

Memorandum of Understanding between the County of Shasta and the City of Redding for the establishment of and funding for a Community Prosecution Program.

DEPARTMENT: District Attorney

Supervisory District No. : ALL

DEPARTMENT CONTACT: Stephanie Bridgett, District Attorney (530) 245-6300

STAFF REPORT APPROVED BY: Stephanie Bridgett, District Attorney

Vote Required?	General Fund Impact?
Simple Majority Vote	General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign a Memorandum of Understanding (MOU) with the City of Redding providing for establishment of and potential future funding in the amount of \$200,000 (\$100,000 from the City of Redding and \$100,000 from the County) for the second year of a community prosecution program for the period from the date of signing through June 30, 2019, with one optional one-year extension.

SUMMARY

Approving the recommended actions will provide the potential for continuous funding for a community prosecution program in the District Attorney's Office to address quality-of-life offenses and chronic offenders for a second year. Targeted offenses will include municipal code violations and other misdemeanor offenses.

DISCUSSION

On October 3, 2017, the Board of Supervisors accepted a donation in the amount of \$225,000 from the Redding Rancheria to allow the District Attorney to hire an additional prosecutor and an additional support staff member to assist in prosecuting quality-of-life crimes. At its meeting on January 23, 2018, the Board of Supervisors adopted a salary resolution and approved a budget amendment to initiate the recruitment process to hire staff for the program.

The proposed MOU addresses the potential for future funding for the program. The MOU provides for funding in the amount of \$100,000 from the County and \$100,000 from the City of Redding for the second year of the community prosecution program should the County and City agree to extend the MOU for a second year.

The Redding City Council approved the MOU on behalf of the City of Redding at their meeting on January 16, 2018.

ALTERNATIVES

The Board could elect to not enter into the MOU. This would result in the program potentially not being funded beyond expending the Redding Rancheria donation amount of \$225,000 which is estimated to fund the program for only twelve months.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the MOU as to form. Risk Management has reviewed and approved the MOU. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The initial funding for the first year of the program will come from the \$225,000 Redding Rancheria donation. It is anticipated that funds from the donation will be depleted in mid-to-late Fiscal Year 2018-2019. Because the exact timing of the funding from the MOU is unknown, a future budget amendment will be necessary to recognize the \$100,000 City of Redding revenue from the MOU as well as the \$100,000 from the County’s General Fund (or other identified sources as applicable). At this time, it is anticipated that the County’s \$100,000 contribution will come from the County’s General Fund; therefore, there is General Fund impact associated with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
MOU with City of Redding	1/25/2018	MOU with City of Redding

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SHASTA AND
CITY OF REDDING FOR A COMMUNITY PROSECUTOR PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the City of REDDING, California, ("CITY") and the County of SHASTA, California ("COUNTY"), hereinafter collectively called "MUNICIPALITIES."

WHEREAS, the COUNTY, through the Shasta County District Attorney's Office ("DISTRICT ATTORNEY") proposes to operate a Community Prosecutor Program to solve problems, ensure public safety and enhance the quality of life; and

WHEREAS, CITY desires to obtain said Community Prosecutor Program services for the improvement of CITY;

NOW, THEREFORE, in consideration of the provisions of this MOU, both CITY and COUNTY agree as follows:

A. Scope of Services

The duties of the Community Prosecutor Program shall include:

1. The DISTRICT ATTORNEY agrees to be the primary office responsible for criminal prosecution of CITY and COUNTY codes and ordinances. The DISTRICT ATTORNEY'S designated community prosecutor will work collaboratively with the CITY and COUNTY to prosecute individuals for violation of CITY and COUNTY codes and ordinances and state laws, including quality of life violations such as, but not limited to, those involving chronic offenders, trespassing, and theft. This MOU is contingent on CITY amending its Municipal Code to authorize the DISTRICT ATTORNEY to prosecute violations of CITY codes and ordinances pursuant to an MOU or other agreement between the COUNTY and CITY.
 - a. Said services are limited to offenses occurring during the time frame of the MOU, unless otherwise agreed upon in writing between the parties. The Shasta County District Attorney is authorized to execute such an agreement on behalf of the DISTRICT ATTORNEY and COUNTY.
2. The DISTRICT ATTORNEY'S designated community prosecutor will familiarize himself or herself with all relevant MUNICIPALITIES' codes and ordinances.

Approved 1-16-18
Page 118 of 218

C-7555

3. MUNICIPALITIES' community priorities as established by their governing bodies will be provided to the DISTRICT ATTORNEY's designated community prosecutor and shall be considered in determining priorities and efforts.
 - a. In no way may these priorities or any provision in this MOU interfere with the DISTRICT ATTORNEY's prosecutorial discretion.
 - b. MUNICIPALITIES recognize that the DISTRICT ATTORNEY'S decision to take action on any particular case or matter lies solely within the DISTRICT ATTORNEY'S discretion and must be consistent with the law including, but not limited to, criminal law, laws of evidence, criminal procedure and ethical responsibilities. Nothing in this MOU requires the DISTRICT ATTORNEY to prosecute any case or matter that may be referred to the DISTRICT ATTORNEY.
4. The DISTRICT ATTORNEY will meet periodically with CITY and COUNTY officials to assess the performance of the Community Prosecutor Program and discuss possible adjustments and/or amendments to this MOU.

B. Term

1. The initial term of this MOU shall commence as of the last date it has been signed by both Parties and shall remain in effect through June 30, 2019.
2. The MOU may be extended for one year by mutual written agreement of CITY and COUNTY. Any such extension shall be contingent upon the DISTRICT ATTORNEY receiving funding in the amount of \$100,000 from the CITY and \$100,000 from the COUNTY for the Community Prosecutor Program. In the event that the aforementioned funds are not appropriated for this MOU, then this MOU shall end as of June 30, 2019.
3. This MOU may be terminated by either Party after giving the other party sixty days written notice of termination.
4. Any obligation of the DISTRICT ATTORNEY under the terms of this MOU will end upon termination of the MOU.

C. Funding

1. Funding for the initial term of the Community Prosecutor Program under this MOU shall come from \$225,000 in donations received in 2017 from third parties to the COUNTY.

2. Funding for the second year of the Community Prosecutor Program under this MOU shall be based on \$100,000 received from the CITY and \$100,000 received from the COUNTY for the Community Prosecutor Program, unless some other source of funding is provided that is acceptable to both COUNTY and CITY

D. Indemnification

1. 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 MOU. 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 that party's negligence or the fault of that party.
2. 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.
3. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.
4. The provisions of this Paragraph shall survive the expiration or termination of this MOU.

E. Insurance

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage.

F. Entire Agreement

This MOU constitutes the entire agreement between the parties with respect to the subject matter. No changes, amendments, or alterations to this MOU shall be effective unless in writing and signed by both Parties.

G. Notice

1. Notice to DISTRICT ATTORNEY:

Shasta County District Attorney
1355 West Street
Redding, CA 96001

2. Notice to CITY OF REDDING:

City of Redding; attention City Manager
777 Cypress Ave.
Redding, CA 96001

3. Notice to COUNTY OF SHASTA:

County of Shasta
Attention County Executive Officer
1450 Court St., Suite 308A
Redding, CA 96001

[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 he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

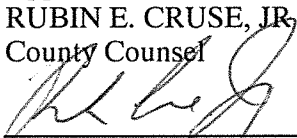
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

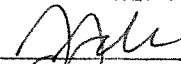
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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


By: Rubin E. Cruse, Jr.

RISK MANAGEMENT APPROVAL

BY: 
James Johnson
Risk Management Analyst

CITY OF REDDING

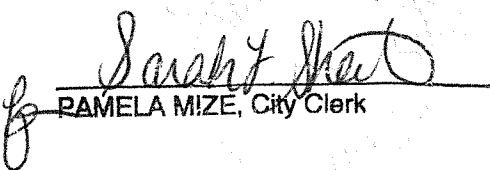
Date: 1-24-18

By: 
BARRY TIPPIN, CITY MANAGER

Approved as to form:
BARRY DEWALT
City Attorney


By: Barry DeWalt

ATTEST:


PAMELA MIZE, City Clerk

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Law and Justice-11.

SUBJECT:

Award the Purchase of a new Boat and Trailer for the Sheriff's Office Boating Safety Division and approve a budget amendment._

DEPARTMENT: Sheriff

Supervisory District No. : All

DEPARTMENT CONTACT: Rob Sandbloom, Sergeant (530) 245-6075

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

Vote Required?	General Fund Impact?
4/5 Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Award the bid to and authorize the purchase of a new boat and trailer from Rogue Jet Boatworks for the total purchase price of \$79,955 (including sales tax and delivery); (2) authorize the Sheriff or his designee to sign amendments to the existing grant agreement, or other documents as may be required by the California Department of Parks and Recreation Division of Boating and Waterways, that do not increase the grant award and facilitate expenditure of the balance of the grant award for replacement of a boat engine in an existing boat in the fleet; and (3) approve a budget amendment in the Sheriff's Office Boating Safety Unit Fiscal Year 2017-18 budget increasing revenues and appropriations in the amount of \$100,000.

SUMMARY

N/A

DISCUSSION

On September 19, 2017 the Board of Supervisors accepted a grant from the California Department of Parks and Recreation, Division of Boating and Waterways in the amount of \$100,000 to purchase a new boat and trailer. The Board also authorized the Shasta County Purchasing Division to issue a Request for bid and/or other appropriate competitive procurement process for a new boat and trailer. The procurement procedure has been completed, nine (9) letters of bid invitations were sent as well as posting the bid on Shasta County Purchasing Competitive Procurement website. It is recommended that the Board award the purchase of a new boat and trailer to Rogue Jet Boatworks in the amount of \$79,955 which is substantially less than the grant award.

Underspensing the grant by more than 5% may result in a penalty to Shasta County in a future grant submission for equipment replacement. As such, Sheriff staff are currently working with The Department of Boating and Waterways on a mechanism to utilize the balance of the grant award, in an amount of \$20,045, to be used for replacement of one engine in an existing boat

owned by the State and utilized by the Shasta County Sheriff’s Boating Safety Unit rather than negotiating additional equipment on the new boat. Replacement of the engine in the existing boat will extend its useful life by an estimated 8 to 10 years and mitigate potential negative impacts from underspending the grant award.

ALTERNATIVES

The Board may choose not to accept this bid, may request additional information from staff, and/or may require the Sheriff underspend the award.

OTHER AGENCY INVOLVEMENT

The Shasta County Purchasing Department has completed the procurement process in conjunction with Sheriff Staff and in accordance with county and grant procurement requirements. The County Administrative Office has reviewed the recommendation.

FINANCING

The cost of this new patrol boat and trailer will be borne by the State Department of Boating and Waterways. On completion of the purchase, inspection, and testing of the replacement boat, and the repaired boat, the State Department of Boating and Waterways will reimburse the Sheriff’s Office all costs related to the replacement boat as it is substantially less than the grant amount of \$100,000.

With Board approval, Sheriff staff will work with the State Department of Boating and Waterways to allow for expenditure of up to the balance of the grant award for the purchase and installation of a new engine for an existing state owned boat within the Sheriff’s BSU fleet, substantially extending the life of the boat and reducing the likelihood of a penalty being imposed during the next equipment grant process.

ATTACHMENTS:

Description	Upload Date	Description
Rogue Jet Quote	1/26/2018	Rogue Jet Quote
Budget Amendment	1/26/2018	Budget Amendment

Customer Shasta County Sheriff Department				2845 Merry Lane White City, Oregon 97503																																																																																																																																	
Address _____ Phone _____ email _____																																																																																																																																					
Diagrams Boat Color 3/4 outside white zolotone color Granite Powder coat canvas upholstery color carpet color Charcoal Graphics Custom Name Plaque		Specifications <table style="width: 100%;"> <tr> <td>Model</td> <td>Fastwater 22' "2018"</td> </tr> <tr> <td>Length</td> <td>22 feet</td> </tr> <tr> <td>Beam</td> <td>102"</td> </tr> <tr> <td>Side Height</td> <td>30 inches</td> </tr> <tr> <td>Bottom Width</td> <td>78"</td> </tr> <tr> <td>Deadrise</td> <td>14 degree Tapered Radius</td> </tr> <tr> <td>Fuel Capacity</td> <td>70 Gallon</td> </tr> <tr> <td>Standard Power</td> <td>Ford 6.2 Raptor 440 h.p.</td> </tr> <tr> <td>Standard Pump</td> <td>Hamilton 212 with turbo impeller</td> </tr> <tr> <td>6 lifting/turning strakes</td> <td></td> </tr> <tr> <td>Side Thickness</td> <td>0.125</td> </tr> <tr> <td>Bottom Thickness</td> <td>0.250</td> </tr> <tr> <td>Transom Thickness</td> <td>0.190"</td> </tr> <tr> <td>Box Gilder Thickness</td> <td>0.160</td> </tr> </table>			Model	Fastwater 22' "2018"	Length	22 feet	Beam	102"	Side Height	30 inches	Bottom Width	78"	Deadrise	14 degree Tapered Radius	Fuel Capacity	70 Gallon	Standard Power	Ford 6.2 Raptor 440 h.p.	Standard Pump	Hamilton 212 with turbo impeller	6 lifting/turning strakes		Side Thickness	0.125	Bottom Thickness	0.250	Transom Thickness	0.190"	Box Gilder Thickness	0.160																																																																																																					
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Standard Features Guardian Aluminum tandem axle trailer- disc brakes both axle with UHMW bunks and side guides 15" radial tires, Vault oil bath hubs, LED lights torflex axles, dual wheel tongue jack, winch Spare tire, wheel, and mount Carpeted Interior Sides and dash Marine Vinyl Floor Air Ride Seats (2) Motor Box Cushion Horn Navigation Lights Dual marine Batteries + Switch AWG Dual Bilge Pumps and auto switches (1,100 gph) Bilge Blower 12 volt Power Point Locking glove box with grab handle Water Separator Instrument Panel - Fuel, hours, volts, temp, oil pressure, with oil/temp alarm system Bow rope guide with jam cleat Diamond Plate (step deck, trim, fore deck) Engine Heat Exchanger Heater and Defroster 4 outlets w/2 at feet Bottom doubler plate as standard Welded diamond plate swim board Heavy duty bracing around engine and jet Transducer bracket 6 heavy duty lifting/turning strakes 1 type 4 PFD throw ring orange, 20' nylon line incl. mounted to the front of the motor box incl. 2 - 5 lb. fire extinguishers incl.		Optional Features (and Deducts) <table style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Government Pricing</th> <th style="text-align: left;">GOVERNMENT PRICING</th> <th></th> </tr> </thead> <tbody> <tr> <td>Additions to Base Price</td> <td>Base boat with accessories</td> <td>\$ 73,875</td> </tr> <tr> <td>Catalytic exhaust manifolds</td> <td>STAND UP WINDSHIELD 3"</td> <td>Incl.</td> </tr> <tr> <td>Ford "Raptor" 6.2 marine engine @ 440 h.p. 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SHASTA COUNTY

Office of the Sheriff



Tom Bosenko
SHERIFF - CORONER

Date: January 25, 2018

To: Brian Muir, Auditor-Controller

From: Tom Bosenko, Sheriff *TB/1*

Subject: Budget Amendment, Sheriff's Office Boating Safety Unit

Please prepare a net zero budget amendment per the attached Budget Amendment Worksheet for the Sheriff's Office Boating Safety Unit's Budget, subject to Board of Supervisors approval on February 6, 2018. The budget amendment will increase appropriations and revenue \$100,000 and to purchase a new capital asset replacement boat and trailer in the Sheriff's Boating Safety Unit.

Thank You

cc: Mike Lindsey, CFO Sheriff's Office
Larry Lees, CEO County Administrative Office
Elaine Grossman, Senior Administrative Analyst CAO

B/S

BUDGET AMENDMENT WORKSHEET					
Department Name:		Sheriff's Boating Safety			
Cost Center:		23600			
Project Code:		SH2360			
Appropriations					
Increase and/or Decreases					
Fund/Budget Unit/Number	Account Description	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (#/%)
23600	1 Boat w/Accessories	065011	\$0	\$71,697	\$71,697
23600	1 Trailer	065081	\$0	\$8,259	\$8,259
23600	MNT EQP Boats	033536	\$14,722	\$34,766	\$20,044
Totals			\$14,722	\$114,722	\$100,000
REVENUES					
Increase and/or Decrease					
Fund/Budget Unit/Number	Account Number/Description		Budget Reads	Should Read	Amt of Transfer (#/%)
23600	State Boating Safety	549400	600,990	700,990	\$100,000
				0	
				0	
				0	
				0	
Totals			600,990	700,990	\$100,000
Net Increase and/or Decrease					
					\$0

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Public Works-12.

SUBJECT:

Environmental Consulting Services – Enplan Amendment

DEPARTMENT: Public Works

Supervisory District No. : 3

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment to the agreement with Randall J. Hauser d.b.a. Enplan to limit maximum compensation to \$999,999 including any amendments (not to exceed \$300,000 in any fiscal year), amend the compensation rates, and extend the term from the date of signing through December 31, 2018, to provide environmental and cultural resource consulting services.

SUMMARY

A term extension is proposed to complete environmental reviews on several bridge projects.

DISCUSSION

Shasta County routinely constructs roads, bridges, buildings and utilities. Consultants are employed to navigate the environmental processes. In 2013, the Board approved an agreement with Enplan. Numerous projects were undertaken. Several bridge projects remain in process, most notably the Cassel Road at Fall River Bridge Replacement Project.

ALTERNATIVES

The Board may decline to approve the proposed amendment. Environmental services will be required to complete the projects.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the amendment as to form. Risk Management has reviewed and approved the amendment. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The work under this agreement is funded through state and federal sources. Adequate funds are included in the Adopted 2017/18 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Enplan Agreement Amendment	1/29/2018	Enplan Agreement Amendment

**FOURTH AMENDMENT TO THE PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND ENPLAN**

This Fourth Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Department of Public Works ("County"), and Randall J. Hauser dba ENPLAN, ("Consultant"), a sole proprietorship.

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on February 26, 2013, (the "Agreement") for the purpose of providing environmental consulting and/or compliance services or other similar related services; and

WHEREAS, the Agreement was amended on August 18, 2015 (the "First Amendment"); and

WHEREAS, the Agreement was amended on February 1, 2016 (the "Second Amendment"); and

WHEREAS, the Agreement was amended on February 7, 2017 (the "Third Amendment"); and

WHEREAS, the Consultant is engaged in environmental consulting services on County projects that will not be completed before the term of the Agreement; and

WHEREAS, County and Consultant desire to extend the term of the Agreement to end no later than December 31, 2018; and

WHEREAS, County and Consultant desire to amend the rates set forth in Exhibit A and included revised Attachment A-1.

WHEREAS, County and Consultant desire to limit the total compensation to \$999,999; and

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 3, "COMPENSATION" of the Agreement is amended in its entirety to read as follows:

Section 3. COMPENSATION.

Consultant shall be paid on a time and materials basis in accordance with rates set forth in Exhibit A-1. Without prior approval by County's Board of Supervisors, Consultant shall not be compensated by County in excess of \$50,000 for any single direction to proceed issued by the County in accordance with Section 1 of this agreement. Total compensation paid to Consultant by County during the term of this agreement shall not exceed \$300,000 in any fiscal year. In no event shall the maximum amount payable under the agreement, and any amendments, exceed \$999,999.

Consultant's violation of breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

- II. Section 5, "TERM OF AGREEMENT" of the Agreement is amended in its entirety to read as follows:

Section 5. TERM OF AGREEMENT.

This agreement shall commence on February 26, 2013, and shall end no later than December 31, 2018.

- III. Exhibit A of the agreement is amended in its entirety by Exhibit A-1, which is attached to this Fourth Amendment and incorporated herein.

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments and exhibits hereto, constitutes the entire understanding between County and Consultant concerning the subject matter contained herein.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this Fourth Amendment shall be deemed effective as of the last date it is signed by both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this Third Amendment to the Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Third Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 1/25/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 01/26/18
James Johnson
Risk Management Analyst III

CONSULTANT

RANDALL J. HAUSER dba ENPLAN

Date: 1/24/2018


By: _____
Randall J. Hauser, Owner

Tax I.D.#: 68-0139975

EXHIBIT A-1

ENPLAN

2017.06.01

COST SCHEDULE**Professional Services**

LABOR CATEGORY	RATE \$/HR
Supervising Principal	180
Environmental Services Manager	170
Environmental Scientist I	120
Environmental Scientist II	105
Environmental Scientist III	90
Environmental Planner I	120
Environmental Planner II	105
Environmental Planner III	90
Environmental Assessor	120
Principal Investigator/Archaeology	130
Archaeologist I	110
Archaeologist II	95
Field Technician	70
Geospatial Technologist I	120
Geospatial Technologist II	110
Geospatial Programmer	120
Production Manager	60
Accountant	80

Reimbursable Expenses

Expenses incurred for dataset acquisition, field supplies, document reproduction, shipping, food and lodging are billed at direct cost. Vehicle costs are billed at \$0.65 per mile. Specialists contracted on behalf of client to carry out project-related tasks are billed at direct cost plus 10%. All other operational and incidental expenses are covered under the labor rates indicated.

Geospatial Data Products

Aerial imagery, LiDAR, maps and other geospatial products, including prints, are billed in accordance with ENPLAN's current respective price schedules. Fees for custom compilation of maps and other geospatial products are in accordance with the professional services rates above. Reimbursable expenses associated with custom compilation are also billed as above.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Public Works-13.

SUBJECT:

Assign Consulting Agreements to Stantec

DEPARTMENT: Public Works

Supervisory District No. : All

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign five Assignment of Personal Services Agreements, effective date of signing, from North State Resources, Inc. to Stantec Consulting Services, Inc. for the following environmental consulting services agreements: (1) On-Call Environmental Services; (2) Bear Mountain Road at Deep Hole Creek Bridge Replacement; (3) Deschutes Road Widening; (4) Riverland Drive Widening; and (5) 2017 Storm Damage Projects.

SUMMARY

North State Resources, Inc. (NSR) has been acquired by Stantec Consulting Services, Inc. (Stantec). It is recommended that the Board assign five existing agreements from NSR to Stantec.

DISCUSSION

The County contracts out for environmental consulting services on various road and bridge projects. The County presently has five such agreements with NSR. Stantec recently acquired NSR. They have signaled their intent to retain existing customers and staff. It is recommended that the Board assign the existing agreements from NSR to Stantec.

ALTERNATIVES

The Board may decline to assign the agreements. They would lapse and equivalent services would have to be procured.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the assignments as to form. Risk Management has reviewed and approved the assignments. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total cost of all the agreements is estimated to be \$700,000. Approximately 93% of the total cost is eligible for federal reimbursement. The remaining match will be provided from the Road fund. Adequate funds have been included in the Adopted FY 2017/18 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Stantec Assignment (Triennial - On-Call)	1/29/2018	Stantec Assignment (Triennial - On-Call)
Stantec Assignment (Bear Mtn Road)	1/29/2018	Stantec Assignment (Bear Mtn Road)
Stantec Assignment (Deschutes Road)	1/29/2018	Stantec Assignment (Deschutes Road)
Stantec Assignment (Riverland Drive)	1/29/2018	Stantec Assignment (Riverland Drive)
Stantec Assignment - 2017 Storm Damage	1/25/2018	Stantec Assignment - 2017 Storm Damage

**ASSIGNMENT OF PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND NORTH STATE RESOURCES, INC.
TO STANTEC CONSULTING SERVICES, INC.**

WHEREAS, a personal services agreement between the County of Shasta ("County") and North State Resources was entered into on February 26, 2013; and

WHEREAS, the personal services agreement will, absent earlier termination in accordance with Section 5, terminate on February 24, 2019; and

WHEREAS, the scope of work for the personal services agreement binds North State Resources, Inc. to perform environmental consulting services for County; and

WHEREAS, Section 8 of the personal services agreement provides that North State Resources, Inc. may not assign, transfer, delegate or sublet any interest in the personal services agreement without the prior written consent of County; and

WHEREAS, certain assets of North State Resources, Inc. has been purchased by Stantec Consulting Services, Inc.; and

WHEREAS, North State Resources, Inc. and Stantec Consulting Services, Inc., have requested that County accept an assignment of the personal services agreement to Stantec Consulting Services, Inc.

NOW, THEREFORE, the parties agree as follows:

1. North State Resources, Inc., for good consideration hereby acknowledged, assigns all rights, responsibilities and interests in the aforementioned personal services agreement, including any expectation of payment by County for work accomplished after the date this assignment is executed.
2. Stantec Consulting Services, Inc., for good consideration hereby acknowledged, after the date of this assignment, accepts all rights, responsibilities, interests and duties owed to County, without limitation, as set forth in the personal services agreement between County and North State Resources, Inc. executed on February 26, 2013.
3. County hereby accepts assignment of the personal services agreement between County and North State Resources, Inc. executed on February 26, 2013 to Stantec Consulting Services, Inc., and agrees to be bound to Stantec Consulting Services, Inc. under the terms and conditions set forth therein.
4. The parties agree that County, by accepting this assignment, does not waive any claim or cause of action at law or equity that it may have against North State Resources, Inc. and/or its employees.
5. This assignment shall be effective on the date of its execution.

IN WITNESS WHEREOF, County, North State Resources, Inc., and Stantec Consulting Services, Inc. have executed this assignment on the day and year set forth below.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

Clerk of the Board of Supervisors

By:

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 1/25/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 01/26/18
James Johnson
Risk Management Analyst III

CONSULTANT

NORTH STATE RESOURCES, INC.

By: Laura F. Kuh

Print Name: Laura F. Kuh

Title: President

Date: 24 January 2018

Tax I.D. #: 68-0119315

STANTEC CONSULTING SERVICES, INC.

By: Timothy A. Reilly

Print Name: Timothy A. Reilly

Title: Senior Principal

By: Wirt H. Lanning

Print Name: Wirt H. Lanning

Title: Principal

Date: 01-24-18

Tax I.D. #: 11-2167170

**ASSIGNMENT OF PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND NORTH STATE RESOURCES, INC.
TO STANTEC CONSULTING SERVICES, INC.**

WHEREAS, a personal services agreement between the County of Shasta ("County") and North State Resources was entered into on January 12, 2016; and

WHEREAS, the personal services agreement will, absent earlier termination in accordance with Article IX, terminate on January 12, 2019; and

WHEREAS, the scope of work for the personal services agreement binds North State Resources, Inc. to perform environmental consulting services for County; and

WHEREAS, Article IV of the personal services agreement provides that North State Resources, Inc. may not assign, transfer, delegate or sublet any interest in the personal services agreement without the prior written consent of County; and

WHEREAS, certain assets of North State Resources, Inc. has been purchased by Stantec Consulting Services, Inc.; and

WHEREAS, North State Resources, Inc. and Stantec Consulting Services, Inc., have requested that County accept an assignment of the personal services agreement to Stantec Consulting Services, Inc.

NOW, THEREFORE, the parties agree as follows:

1. North State Resources, Inc., for good consideration hereby acknowledged, assigns all rights, responsibilities and interests in the aforementioned personal services agreement, including any expectation of payment by County for work accomplished after the date this assignment is executed.
2. Stantec Consulting Services, Inc., for good consideration hereby acknowledged, after the date of this assignment, accepts all rights, responsibilities, interests and duties owed to County, without limitation, as set forth in the personal services agreement between County and North State Resources, Inc. executed on January 12, 2016.
3. County hereby accepts assignment of the personal services agreement between County and North State Resources, Inc. executed on January 12, 2016 to Stantec Consulting Services, Inc., and agrees to be bound to Stantec Consulting Services, Inc. under the terms and conditions set forth therein.
4. The parties agree that County, by accepting this assignment, does not waive any claim or cause of action at law or equity that it may have against North State Resources, Inc. and/or its employees.
5. This assignment shall be effective on the date of its execution.

IN WITNESS WHEREOF, County, North State Resources, Inc., and Stantec Consulting Services, Inc. have executed this assignment on the day and year set forth below.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

Clerk of the Board of Supervisors

By: _____

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr.
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson
James Johnson
Risk Management Analyst III

CONSULTANT

NORTH STATE RESOURCES, INC.

By: Laura F. Kuh

Print Name: Laura F. Kuh

Title: President

Date: 24 January 2018

Tax I.D. #: 68-0119315

STANTEC CONSULTING SERVICES, INC.

By: Timothy A. Reilly

Print Name: Timothy A. Reilly

Title: Senior Principal

By: Wirt H. Lanning

Print Name: Wirt H. Lanning

Title: Principal

Date: 01-24-18

Tax I.D. #: 11-2167170

**ASSIGNMENT OF PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND NORTH STATE RESOURCES, INC.
TO STANTEC CONSULTING SERVICES, INC.**

WHEREAS, a personal services agreement between the County of Shasta ("County") and North State Resources was entered into on April 26, 2016; and

WHEREAS, the personal services agreement will, absent earlier termination in accordance with Article IX, terminate on April 26, 2019; and

WHEREAS, the scope of work for the personal services agreement binds North State Resources, Inc. to perform environmental consulting services for County; and

WHEREAS, Article IV of the personal services agreement provides that North State Resources, Inc. may not assign, transfer, delegate or sublet any interest in the personal services agreement without the prior written consent of County; and

WHEREAS, certain assets of North State Resources, Inc. has been purchased by Stantec Consulting Services, Inc.; and

WHEREAS, North State Resources, Inc. and Stantec Consulting Services, Inc., have requested that County accept an assignment of the personal services agreement to Stantec Consulting Services, Inc.

NOW, THEREFORE, the parties agree as follows:

1. North State Resources, Inc., for good consideration hereby acknowledged, assigns all rights, responsibilities and interests in the aforementioned personal services agreement, including any expectation of payment by County for work accomplished after the date this assignment is executed.
2. Stantec Consulting Services, Inc., for good consideration hereby acknowledged, after the date of this assignment, accepts all rights, responsibilities, interests and duties owed to County, without limitation, as set forth in the personal services agreement between County and North State Resources, Inc. executed on April 26, 2016.
3. County hereby accepts assignment of the personal services agreement between County and North State Resources, Inc. executed on April 26, 2016 to Stantec Consulting Services, Inc., and agrees to be bound to Stantec Consulting Services, Inc. under the terms and conditions set forth therein.
4. The parties agree that County, by accepting this assignment, does not waive any claim or cause of action at law or equity that it may have against North State Resources, Inc. and/or its employees.
5. This assignment shall be effective on the date of its execution.

IN WITNESS WHEREOF, County, North State Resources, Inc., and Stantec Consulting Services, Inc. have executed this assignment on the day and year set forth below.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

Clerk of the Board of Supervisors

By:

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 1/25/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 01/26/18
James Johnson
Risk Management Analyst III

CONSULTANT

NORTH STATE RESOURCES, INC.

By: Laura F. Kuh

Print Name: Laura F. Kuh

Title: President

Date: 24 January 2018

Tax I.D. #: 68-0119315

STANTEC CONSULTING SERVICES, INC.

By: Timothy A. Reilly

Print Name: Timothy A. Reilly

Title: Senior Principal

By: Wirt H. Lanning

Print Name: Wirt H. Lanning

Title: Principal

Date: 01-24-18

Tax I.D. #: 11-2167170

**ASSIGNMENT OF PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND NORTH STATE RESOURCES, INC.
TO STANTEC CONSULTING SERVICES, INC.**

WHEREAS, a personal services agreement between the County of Shasta ("County") and North State Resources was entered into on June 7, 2016; and

WHEREAS, the personal services agreement will, absent earlier termination in accordance with Article IX, terminate on June 7, 2019; and

WHEREAS, the scope of work for the personal services agreement binds North State Resources, Inc. to perform environmental consulting services for County; and

WHEREAS, Article IV of the personal services agreement provides that North State Resources, Inc. may not assign, transfer, delegate or sublet any interest in the personal services agreement without the prior written consent of County; and

WHEREAS, certain assets of North State Resources, Inc. has been purchased by Stantec Consulting Services, Inc.; and

WHEREAS, North State Resources, Inc. and Stantec Consulting Services, Inc., have requested that County accept an assignment of the personal services agreement to Stantec Consulting Services, Inc.

NOW, THEREFORE, the parties agree as follows:

1. North State Resources, Inc., for good consideration hereby acknowledged, assigns all rights, responsibilities and interests in the aforementioned personal services agreement, including any expectation of payment by County for work accomplished after the date this assignment is executed.
2. Stantec Consulting Services, Inc., for good consideration hereby acknowledged, after the date of this assignment, accepts all rights, responsibilities, interests and duties owed to County, without limitation, as set forth in the personal services agreement between County and North State Resources, Inc. executed on June 7, 2016.
3. County hereby accepts assignment of the personal services agreement between County and North State Resources, Inc. executed on June 7, 2016 to Stantec Consulting Services, Inc., and agrees to be bound to Stantec Consulting Services, Inc. under the terms and conditions set forth therein.
4. The parties agree that County, by accepting this assignment, does not waive any claim or cause of action at law or equity that it may have against North State Resources, Inc. and/or its employees.
5. This assignment shall be effective on the date of its execution.

IN WITNESS WHEREOF, County, North State Resources, Inc., and Stantec Consulting Services, Inc. have executed this assignment on the day and year set forth below.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

Clerk of the Board of Supervisors

By: _____

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 1/25/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 01/26/18
James Johnson
Risk Management Analyst III

CONSULTANT

NORTH STATE RESOURCES, INC.

By: Laura F. Kuh

Print Name: Laura F. Kuh

Title: President

Date: 24 January 2018

Tax I.D. #: 68-0119315

STANTEC CONSULTING SERVICES, INC.

By: Timothy A. Reilly

Print Name: Timothy A. Reilly

Title: Senior Principal

Date: 01-24-18

Tax I.D. #: 11-2167170

**ASSIGNMENT OF PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND NORTH STATE RESOURCES, INC.
TO STANTEC CONSULTING SERVICES, INC.**

WHEREAS, a personal services agreement between the County of Shasta ("County") and North State Resources was entered into on November 7, 2017; and

WHEREAS, the personal services agreement will, absent earlier termination in accordance with Article IX, terminate on December 31, 2021; and

WHEREAS, the scope of work for the personal services agreement binds North State Resources, Inc. to perform environmental consulting services for County; and

WHEREAS, Article IV of the personal services agreement provides that North State Resources, Inc. may not assign, transfer, delegate or sublet any interest in the personal services agreement without the prior written consent of County; and

WHEREAS, certain assets of North State Resources, Inc. has been purchased by Stantec Consulting Services, Inc.; and

WHEREAS, North State Resources, Inc. and Stantec Consulting Services, Inc., have requested that County accept an assignment of the personal services agreement to Stantec Consulting Services, Inc.

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1. North State Resources, Inc., for good consideration hereby acknowledged, assigns all rights, responsibilities and interests in the aforementioned personal services agreement, including any expectation of payment by County for work accomplished after the date this assignment is executed.
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3. County hereby accepts assignment of the personal services agreement between County and North State Resources, Inc. executed on November 7, 2017 to Stantec Consulting Services, Inc., and agrees to be bound to Stantec Consulting Services, Inc. under the terms and conditions set forth therein.
4. The parties agree that County, by accepting this assignment, does not waive any claim or cause of action at law or equity that it may have against North State Resources, Inc. and/or its employees.
5. This assignment shall be effective on the date of its execution.

IN WITNESS WHEREOF, County, North State Resources, Inc., and Stantec Consulting Services, Inc. have executed this assignment on the day and year set forth below.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

Clerk of the Board of Supervisors

By:

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 1/25/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 01/26/18
James Johnson
Risk Management Analyst III

CONSULTANT

NORTH STATE RESOURCES, INC.

By: [Signature]

Print Name: Laura F. Kuh

Title: President

Date: 24 January 2018

Tax I.D. #: 68-0119315

STANTEC CONSULTING SERVICES, INC.

By: [Signature]

Print Name: Timothy A. Reilly

Title: Senior Principal

Date: 01-24-18

Tax I.D. #: 11-2167170

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Public Works-14.

SUBJECT:

Public Defender Roofing Project – Award Construction Contract

DEPARTMENT: Public Works

Supervisory District No. : All

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
4/5 Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions regarding the “Public Defender/Adult Probation Roofing Project,” Contract 610435: (1) Award to the low bidder, MCM Roofing Company, Inc., on a lump sum basis in the amount of \$267,598; (2) approve a budget amendment increasing appropriations and revenue by \$225,000 in the Land Buildings and Improvement budget; (3) approve a budget amendment increasing appropriations and revenue by \$161,067 in the Public Defender budget; (4) approve a budget amendment increasing appropriations and revenue by \$63,933 in the Probation Adult budget; and (5) approve a budget amendment increasing appropriations by \$225,000 in the Accumulated Capital Outlay budget, offset with the use of fund balance.

SUMMARY

The low bidder on the Public Defender Roofing Project is MCM Roofing Company, Inc.

DISCUSSION

Roof leaks have plagued the Public Defender/Adult Probation offices and the adjoining Probation Building. Roof projects were planned and budgeted last year. Roofing costs escalated due to the wet winter and limited contractor capacity. The Probation Building was re-roofed. A more limited project was undertaken on the Public Defender building, replacing some of the HVAC units and the underlying roofing material while leaving most of the existing roofing in place. Approximately \$175,000 remained from the original budget. Leaks continued so a project advanced to replace the rest of the roofing. On December 12, 2017, the Board approved plans and specifications. On January 18, 2018, four bids were received and opened. The low bidder was MCM Roofing Company, Inc. in the amount of \$267,598.

ALTERNATIVES

The Board may decline to award the Construction Contract for the work at this time. Leaks will continue.

OTHER AGENCY INVOLVEMENT

The Public Defender and Probation supports the project. County Counsel has approved the contract documents as to form. Risk Management has reviewed and approved the contract documents. The County Administrative Office has reviewed this recommendation.

FINANCING

The total cost of the Public Defender/Adult Probation Roofing Project is estimated to be \$400,000. The LB&I budget unit has \$175,000 budgeted for this project. The Accumulated Capital Outlay fund will be financing this project. A budget amendment is recommended to increase appropriations. There is no additional General Fund impact with the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	1/22/2018	Bid Summary Detail
Budget Amendment Memo	1/22/2018	Budget Amendment Memo

BID SUMMARY DETAIL Public Defender/ Adult Probation Roofing Project
BID OPENING DATE: 1/18/2018

STATE OF CALIFORNIA
COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS

PROJECT: Public Defender/ Adult Probation Roofing Project
CONTRACT NO. : 610435

PREPARED BY: Shane Winton DATE: 1/18/18
CHECKED BY: Neil M'Antiff DATE: 1/18/18

ENGINEER'S ESTM.

SHASTA COUNTY
PUBLIC WORKS DEPT.

LOW BIDDER
MCM Roofing Company, Inc.
3410 Flight Lane, Bldg #25
McClellan, CA 95652
(916) 333-5294

2nd BIDDER
Walker Construction Co.
14375 Moss Dr.
Redding, CA 96003
(530) 276-9243

3rd BIDDER
JH Mack Construction
8718 Brookdale
Millville, CA 96062
(530) 547-4515

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		1	Public Defender/ Adult Probation Roofing Project	LS	1	\$ 319,260.00	\$ 319,260.00	\$267,598.00	\$ 267,598.00	\$306,905.00	\$ 306,905.00	\$ 348,697.00	\$ 348,697.00
TOTALS							\$ 319,260.00	\$ 267,598.00		\$ 306,905.00		\$ 348,697.00	
PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->								-16%		-4%		9%	

BID SUMMARY DETAIL Public Defender/ Adult Probation Roofing Project
BID OPENING DATE: 1/18/2018

STATE OF CALIFORNIA
COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS

PROJECT: Public Defender/ Adult Probation Roofing Project
CONTRACT NO. : 610435

ENGINEER'S ESTM.

SHASTA COUNTY
PUBLIC WORKS DEPT.

4th BIDDER
Ark Design Construction and Roofing
9470 Deschutes Rd.
Palo Cedro, CA 96073
(530) 547-3890


NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1			Public Defender/ Adult Probation Roofing Project		1	\$ 319,260.00	\$ 319,260.00	\$350,000.00	\$ 350,000.00
TOTALS							\$ 319,260.00	\$ 350,000.00	
PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->								10%	

**COUNTY
OF
SHASTA**

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

MEMORANDUM

DATE January 19, 2018 FAF 020004
TO Brian Muir, Auditor-Controller
FROM Pat Minturn, Director 
SUBJECT Budget Amendments for the Public Defender/Adult Probation Roofing Project

A budget amendment increasing appropriations and revenue in the amount of \$225,000 is requested in the Land Buildings & Improvements Budget Unit 16600, for the Public Defender/Adult Probation Roofing project.

A budget amendment increasing appropriations and revenue in the amount of \$161,067 is requested in the Public Defender Admin Budget Unit 20700.

A budget amendment increasing appropriations and revenue in the amount of \$63,933 is requested in the Probation Adult Budget Unit 26302.

A budget amendment increasing appropriations in the amount of \$225,000 is requested in the Accumulated Capital Outlay Budget Unit 16100.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. . It is our intention to present this to the Board of Supervisors for approval on February 6, 2018. Thank you for your assistance in this matter.

kdc

Attachment

email: Terri Howat, County Chief Financial Officer
Elaine Grossman, CAO Senior Administrative Analyst

County of Shasta

Budget Amendment**Land Buildings & Improvements/16600**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16600	061104	1600 COURT/1815 YUBA ROOF	175,000	400,000	225,000
					-
					-
					-
TOTAL					225,000

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16600	800207	TRANS IN PUBLIC DEFENDER	125,274	286,341	161,067
16600	800263	TRANS IN PROBATION	49,726	113,659.00	63,933
					-
					-
TOTAL					225,000

County of Shasta

Budget AmendmentPublic Defender Admin/20700

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
20700	095166	TRANS OUT CAPITAL PROJECTS	125,274	286,341	161,067
					-
					-
					-
TOTAL					161,067

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
20700	800161	TRANS IN ACCUM CAP OUTLAY	125,274	286,341	161,067
					-
					-
					-
TOTAL					161,067

County of Shasta

Budget Amendment**Probation Adult/26302**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
26302	095166	TRANS OUT CAPITAL PROJECTS	49,726	113,659	63,933
					-
					-
					-
TOTAL					63,933

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
26302	800161	TRANS IN ACCUM CAP OUTLAY	49,726	113,659	63,933
					-
					-
					-
TOTAL					63,933

County of Shasta

Budget AmendmentAccumulated Capital Outlay/16100

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16100	095207	TRANS OUT PUBLIC DEFENDER	125,274	286,341	161,067
16100	095263	TRANS OUT PROBATION	49,726	113,659	63,933
					-
					-
TOTAL					225,000

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Public Works-15.

SUBJECT:

Gas Point Road Widening Project – Right of Way

DEPARTMENT: Public Works

Supervisory District No. : 5

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Take the following actions regarding the “Gas Point Road Widening Project,” Contract No. 702976: (1) Approve and authorize the Chairman to sign right-of-way contracts with: (a) Karen Ball and Michael Ball for right-of-way (0.09 acres at \$7,200) plus a Federal Highway Administration (FHWA) signing incentive of \$1,000; (b) Kenneth W. Watland and Pamela Watland for right-of-way (0.09 acres at \$5,800) plus a FHWA signing incentive of \$1,000; and (2) accept two Easement Deeds conveying the right-of-way parcels.

SUMMARY

Right-of-way acquisition is proposed to widen Gas Point Road.

DISCUSSION

The County is preparing to add a center turn lane and paved shoulders on Gas Point Road from Stone Gate Drive to Charles Street. The project will require the acquisition of eleven right-of-way parcels from ten property owners. Agreements have been reached with two additional owners. Local agencies may offer a bonus to property owners who sign in a timely manner. The incentives must be offered equally to all property owners and are reimbursable by FHWA. The two subject property owners both signed within the requisite sixty days of accepting the first written offer. Negotiations with the remaining three property owners continue.

ALTERNATIVES

The Board may decline to acquire the right-of-way. The right-of-way is necessary to construct the project.

OTHER AGENCY INVOLVEMENT

Caltrans oversees the project funding. County Counsel has approved the contracts as to form. Risk Management has reviewed and approved the contracts. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total project cost estimate is \$1,300,000. Federal funds will cover 90%. Adequate funds are included in the Adopted FY 2017/18 Roads budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Right of Way Contract - Ball	1/24/2018	Right of Way Contract - Ball
Right of Way Contract - Watland	1/24/2018	Right of Way Contract - Watland
Easement Deed - Ball	1/24/2018	Easement Deed - Ball
Easement Deed - Watland	1/24/2018	Easement Deed - Watland

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**KAREN BALL AND
MICHAEL BALL**

**APN: 207-560-012
GAS POINT ROAD
WIDENING PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Karen Ball and Michael Ball, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Gas Point Road in accordance with the project specifications as shown on the Gas Point Road Widening Project – Contract No. 702976, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
 - A. Compensate Grantor in the amount of \$7,200.00 for the property interest described in section 1. above, including all compensation for existing landscaping (three olive trees and two concrete block columns). The compensation provided pursuant to this subsection shall be paid into Escrow No. P-177757 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.
 - B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,000.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY EITHER CERTIFIED MAIL OR HAND DELIVERED).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:

- (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
- (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
- (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County as well as compensation shown in Clause 3.A. being placed in said escrow account and made available to Grantor.
7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
8. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
9. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
10. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

IN WITNESS WHEREOF, County and grantor have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

APPROVED:

GRANTOR



KAREN BALL

Date 1-19-18



MICHAEL BALL

Date 1-19-18

APPROVED:

County of Shasta

By _____

LES BAUGH, Chairman
Board of Supervisors
County of Shasta
State of California

Date _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By _____

Deputy

By  _____

David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By  _____

PATRICK J. MINTURN, Director
Department of Public Works

By  01/24/18

Jim Johnson
Risk Management Analyst III

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 207-560-012 (a portion)
PROJECT: Gas Point Rd. Widening (ROAD)

DPW NO. 1H01B-2017-01

-----Space above this line for Recorder's use only-----

UNINCORPORATED AREA

DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

KAREN BALL AND MICHAEL BALL, WIFE AND HUSBAND, AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the northeast one-quarter of Section 8, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
KAREN BALL

Dated _____

By _____
MICHAEL BALL

Dated _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

KAREN BALL and MICHAEL BALL

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from KAREN BALL and MICHAEL BALL, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 201__.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Ball
– Gas Point Road Widening Project

EXHIBIT "A"

All that portion of real property situated in the northeast one-quarter of Section 8, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Karen Ball and Michael Ball, wife and husband as joint tenants, by deed recorded December 28, 2016 in Official Records Document 2016-0040706, Shasta County Records, lying northerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 42.00 feet southerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records.

Being a portion of APN 207-560-012



EXHIBIT "B"

SCALE 1"=80'



207-390-029
BOYD TRUCKING COMPANY

"G" LINE
CURVE DATA
L= 90.16'
R=5000.00
Δ=01°02'00"

"G" LINE
GAS POINT ROAD
CENTERLINE OF
MONUMENTATION
PER 59 LS 30

STA "G": 26+28.80 BC

STA "G": 27+18.96 EC

ARBUTUS LANE

STA "G": 23+12.71 PI

23+00

24+00

25+00

26+00

27+00

28+00

GAS POINT ROAD

S89°29'22"E 257.90'

STA: "G" 26+28.64
O/S: 42.00' RT.

STA: "G" 26+76.04
O/S: 42.00' RT.

STA: "G" 23+70.74
O/S: 42.00' RT.

PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA

L=47.75'
R=5045.00'
Δ= 0°32'32"

EXISTING EDGE
OF PAVEMENT

207-560-012
BALL, KAREN
AND MICHAEL

207-560-021
HUHTALA,
DENNIS AND ARLINE

STONEGATE

DRIVE



**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**KENNETH W. WATLAND
AND PAMELA WATLAND**

**APN: 086-160-012
GAS POINT ROAD
WIDENING PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Kenneth W. Watland and Pamela Watland, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Gas Point Road in accordance with the project specifications as shown on the Gas Point Road Widening Plan – Contract No. 702976, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
 - A. Compensate Grantor in the amount of \$5,800.00 for the property interest described in section 1. above, including all compensation for existing landscaping and irrigation. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-178021 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.
 - B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,000.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY EITHER CERTIFIED MAIL OR HAND DELIVERED).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:

- (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
- (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
- (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County as well as compensation shown in Clause 3.A. being placed in said escrow account and made available to Grantor.
7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
8. At no expense to Grantor, and at the time of construction of the project, as additional compensation for the property interest described in section 1. above, County shall, in accordance with the Specifications, complete the following work on the Property:
 - A. Reconstruct one existing road connection. The road connection shall be considered an encroachment under permit on the County highway and is to be maintained, repaired and operated as such by Grantor, their assigns and successors. Grantor shall grant to County, its employees and agents, permission to enter upon Grantor's property, for the purpose of constructing the public improvements described in the Specifications and accomplishing all necessary incidents thereto including but not limited to the work described in this section. Upon County's recordation of a notice of completion for the Project, Grantor hereby assumes ownership and responsibility for the improvements constructed on Grantor's property and releases the County and its employees and agents from any further responsibility related to the work performed by County pursuant to this section.
 - B. Remove trees and vegetation from the Property as described in the Specifications. Any usable wood will be bucked into 4-foot lengths, and stacked clear of the project work area on Grantor's remaining property. All branches and brush resulting from County's

removal of trees on the Property pursuant to this subsection shall be removed from Grantor's remaining property.

9. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
10. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
11. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

IN WITNESS WHEREOF, County and grantor have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

APPROVED:
GRANTOR


KENNETH W. WATLAND

Date 1-19-2018


PAMELA WATLAND

Date 1/19/2018

APPROVED:
County of Shasta

By _____
LES BAUGH, Chairman
Board of Supervisors
County of Shasta
State of California

Date _____


ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

By 
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works

By 
Jim Johnson
Risk Management Analyst III

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 086-160-012 (a portion)
PROJECT: Gas Point Rd. Widening (ROAD)

DPW NO. 1H01B-2017-07

-----Space above this line for Recorder's use only-----

UNINCORPORATED AREA

DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

PAMELA WATLAND AND KENNETH W. WATLAND, WIFE AND HUSBAND, AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southwest one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
PAMELA WATLAND

Dated _____

By _____
KENNETH W. WATLAND

Dated _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

PAMELA WATLAND AND KENNETH W. WATLAND

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from PAMELA WATLAND and KENNETH W. WATLAND, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201_.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Watland
– Gas Point Road Widening Project

EXHIBIT "A"

All that portion of real property situated in the southwest one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, as conveyed to Pamela Watland and Kenneth W. Watland, wife and husband, as joint tenants, by deed recorded October 4, 2010, in Official Records Document 2010-0030407, Shasta County Records, lying southerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 35.00 feet northerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records.

Being a portion of APN 086-160-012



EXHIBIT "B"

SCALE 1"=60'



086-160-011
COX, STEVE A.
AND NATALIE

086-160-012
WATLAND, PAMELA
AND KENNETH W.

086-160-022
THARP BILD.
AND MARY A. TR.

"G" LINE
GAS POINT ROAD
CENTERLINE OF
MONUMENTATION
PER 59 LS 30

STA:"G" 42+34.96
O/S: 35.00' LT.

PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA

STA:"G" 43+45.04
O/S: 35.00' LT.

N89°31'09"E 110.08'

N89° 31' 09"E

GAS POINT ROAD

EXISTING EDGE
OF PAVEMENT

GREEN GATE ROAD (PVT)

087-020-007
CRAMER, SHIRLEY



RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
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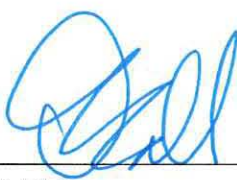
DPW NO. 1H01B-2017-01

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By 
KAREN BALL

Dated 1-19-18

By 
MICHAEL BALL

Dated 1-19-18

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

KAREN BALL and MICHAEL BALL

TO

COUNTY OF SHASTA

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IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 201_.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Ball
– Gas Point Road Widening Project

EXHIBIT "A"

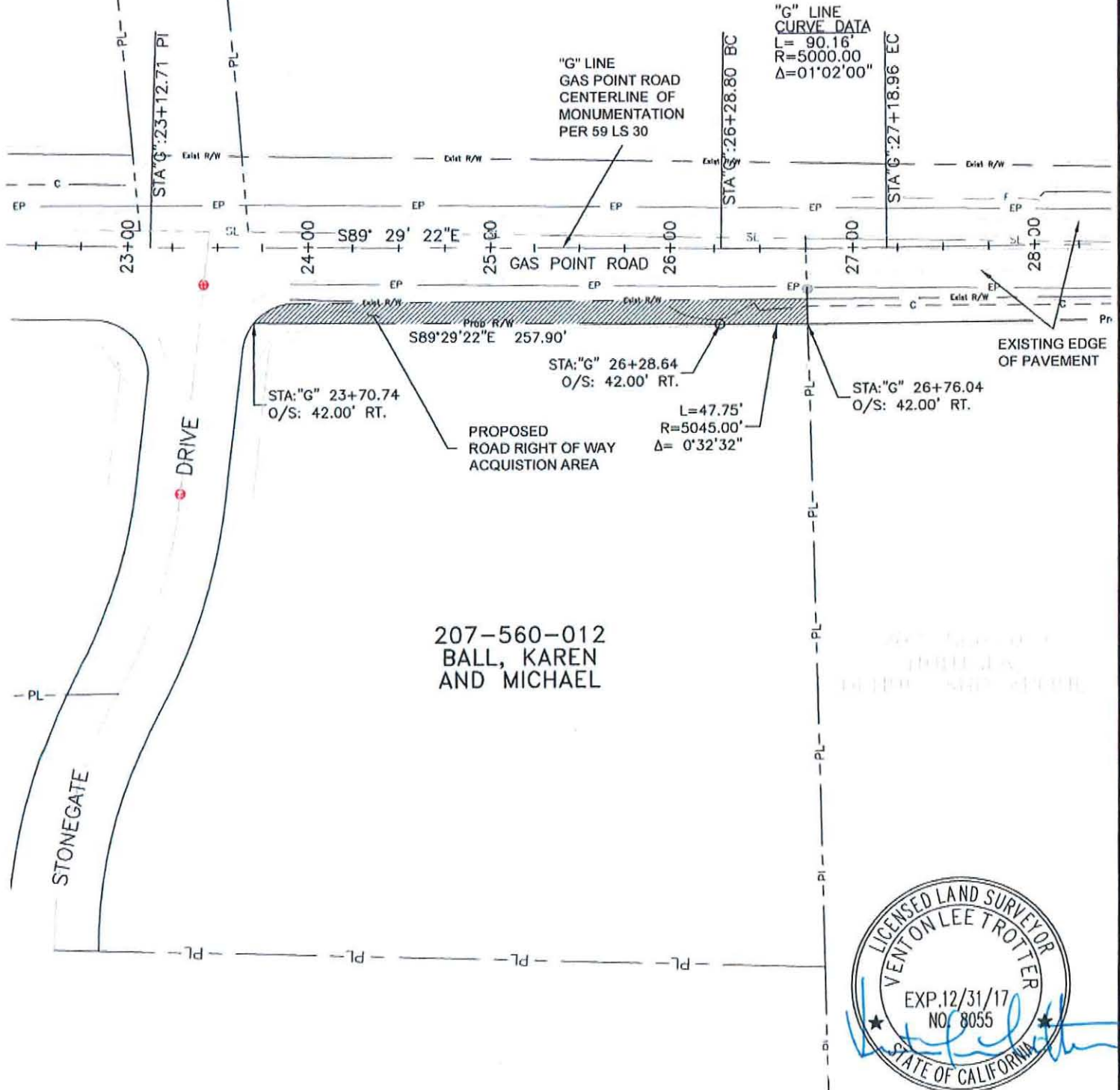
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Being a portion of APN 207-560-012



EXHIBIT "B"

SCALE 1"=80'



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta

On January 19, 2018 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

personally appeared Karen and Michael Ball,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
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DPW NO. 1H01B-2017-07

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UNINCORPORATED AREA DTT = \$0 - R&T §11922

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By 
PAMELA WATLAND

Dated 1/19/2018

By 
KENNETH W. WATLAND

Dated 1-19-2018

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

PAMELA WATLAND AND KENNETH W. WATLAND

TO

COUNTY OF SHASTA

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LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Watland
– Gas Point Road Widening Project

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Being a portion of APN 086-160-012

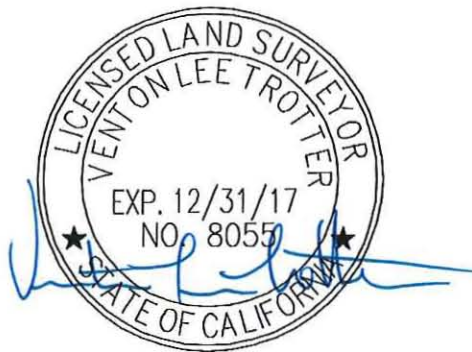
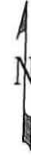


EXHIBIT "B"

SCALE 1"=60'



086-160-011
COX, STEVE A.
AND NATALE

086-160-012
WATLAND, PAMELA
AND KENNETH W.

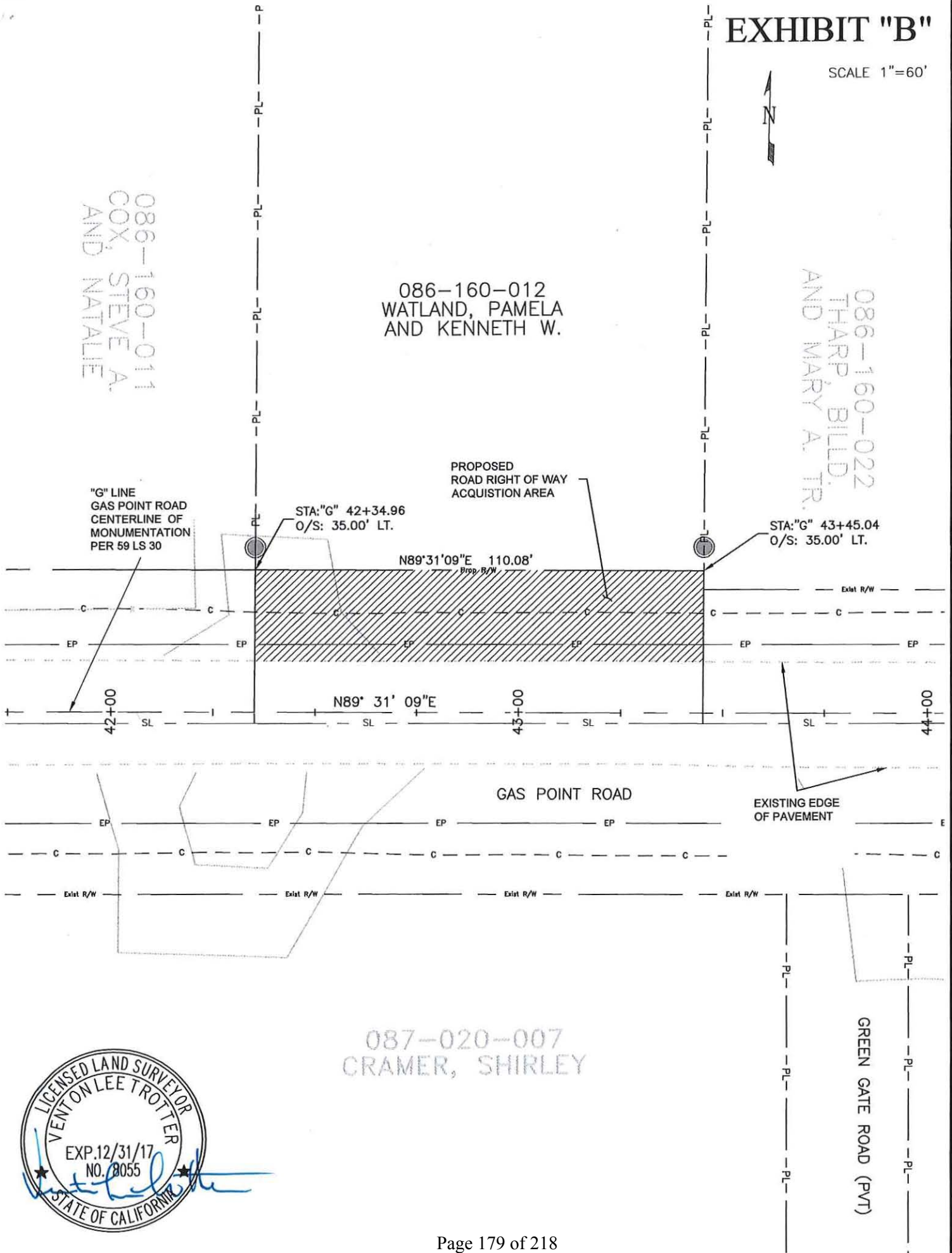
086-160-022
THARP, BILLY
AND MARY A. TR.

"G" LINE
GAS POINT ROAD
CENTERLINE OF
MONUMENTATION
PER 59 LS 30

STA: "G" 42+34.96
O/S: 35.00' LT.

PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA

STA: "G" 43+45.04
O/S: 35.00' LT.



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Tehama)

On January 19, 2018 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

personally appeared Kenneth W. and Pamela Watland,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Public Works-16.

SUBJECT:

HHSA Cardlock Project – Permission to Advertise

DEPARTMENT: Public Works

Health and Human Services Agency-Business and Support Services

Supervisory District No. : All

DEPARTMENT CONTACT: Pat Minturn, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director; Tracy Tedder, HHSA Branch Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions regarding the “HHSA Access Control System Project,” Contract No. 610487: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after Thursday, March 8, 2018, at 11 a.m.

SUMMARY

Cardlock system modifications are proposed.

DISCUSSION

Cardlock systems control access within many County buildings. Access may be granted, monitored and restricted pursuant to County needs. Health & Human Services Agency (HHSA) facilities are equipped with two different cardlock systems. Some HHSA facilities lack cardlock systems and a few new facilities have been added in recent years. HHSA proposes to standardize and expand the cardlock system across most HHSA facilities.

ALTERNATIVES

The Board may decline to advertise for bids at this time. HHSA will continue to use myriad keys and cards for access.

OTHER AGENCY INVOLVEMENT

HHSA staff supports the project. County Counsel has approved the contract documents as to form. Risk Management has reviewed and approved the contract documents. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total cost of the HHSA Control Access System Project is estimated to be \$260,000. Sufficient appropriations are included in the various HHSA budget units. There is no Additional General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Consent - Other Departments-17.

SUBJECT:

Microsoft Enterprise Agreement (MSEA) Renewal

DEPARTMENT: Information Technology

Supervisory District No. : All

DEPARTMENT CONTACT: Tom Schreiber, Chief Information Officer, 530-225-5273

STAFF REPORT APPROVED BY: Tom Schreiber, Chief Information Officer

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Approve and authorize the Chairman to sign a retroactive renewal agreement with Microsoft Volume Licensing Enterprise Enrollment in an amount of \$1,291,910.64 to provide maintenance and support of Microsoft Client Access software licenses, Windows desktop operating system licenses, and Office 365 (O365) subscription licenses for the period February 1, 2018 through January 31, 2021; and (2) approve and authorize the County Executive Officer to sign amendments to the agreement to add additional software products as Microsoft makes them available as part of the O365 software component to the list of available options that do not otherwise result in a substantial or functional change to the intent of the original agreement as long as they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

N/A

DISCUSSION

Since 2001 the County has participated in the Microsoft Enterprise agreement. This agreement was negotiated for California state and local governments by Riverside County as the lead agency and is available to all California state agencies, cities, and counties. The purpose of the agreement is to pool the buying power of all of these entities to accomplish discounted pricing not available through traditional purchasing channels. Shasta County's current enrollment in the Microsoft Enterprise agreement expired January 31, 2018. Approval of the Microsoft Volume Licensing Enterprise Enrollment renewal agreement will allow the County to continue obtaining Microsoft products at a significant discount, as explained further below.

The enrollment agreement before the Board provides maintenance, support, and upgrades for software that are critical for the County to conduct business. The majority of this software is in the form of Client Access Licenses (CALs). This includes CALs for each computer in the County to be able to utilize email and CALs for each computer to be able to store and share files on the County's network along with being able to print to network attached printers. All of this is bundled in the Core

User CAL. CALs are also required for every computer in the County to use the Structured Query Language (SQL) databases located on central file servers. These SQL databases house the majority of data used by computer systems throughout County government and, as a result, every County computer must have a valid SQL CAL. Office 365 (O365) licenses are also included for several departments which provides the current and upgrade licenses rights to the Microsoft Office Suite of applications.

The benefits of enrolling in the Microsoft Enterprise agreement include cost savings, more streamlined management of software licenses, maintaining security, and a more even cash flow. The Microsoft Enterprise agreement provides an extra 5% to 15% cost savings depending on product compared to the best discounts the County could receive through other channels. Using the Microsoft Enterprise agreement also allows the County to spread these costs evenly over three years as opposed to paying the total cost up front as required through other channels. This agreement requires three equal payments in advance of each year of the term, which is standard business practice for these products and services.

Managing software licenses through the Microsoft Enterprise agreement is considerably less involved than when purchasing these products via other methods. At the end of each year the County will submit a report that shows the net increase in computers and the pre-determined true-up amount is paid for each of the total net new computers. If there is no increase, no true-up costs are incurred. This process is much simpler than the alternative of keeping track of each individual software license, which is quite cumbersome.

ALTERNATIVES

The Board may choose not to approve the agreement terms, in which case all Microsoft licenses County-wide would need to be purchased individually at a higher cost. No other cost effective alternatives have been identified.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the documents as to form. Risk Management has reviewed and approved the documents. The County Administrative Office has reviewed the recommendation.

FINANCING

Total costs for the three-year Microsoft Enterprise agreement are \$1,291,910.64 and will be paid in annual installments of \$430,636.88. The Information Technology (IT) department has included these costs in the IT budget for FY 2017-18 and will include the costs for the entire term in future budgets. The IT department passes the MSEA costs to the user departments via a “per computer” or “per user” charge based on the license type. The O365 costs are passed directly to the departments that subscribe to the O365 service.

Estimates of such costs are provided to the user departments for annual budget preparation.

ATTACHMENTS:

Description	Upload Date	Description
MSEA Sign Form	1/29/2018	MSEA Sign Form
MSEA Enrollment	1/29/2018	MSEA Enrollment
MSEA Amendment	1/29/2018	MSEA Amendment
MSEA Selection Form	1/29/2018	MSEA Selection Form
MSEA Quote	1/29/2018	MSEA Quote



Program Signature Form

MBA/MBSA number

Agreement number

01E73970

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10634 (NEW)
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
PSF	0692614.003 (NEW)
Amendment	M97,CTM-CTC-ENR (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Shasta, a political subdivision of the State of CA, through its IT Department
Signature* _____
Printed First and Last Name* LES BAUGH
Printed Title CHAIRMAN, Board of Supervisors
Signature Date*
Tax ID 94-6000535

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

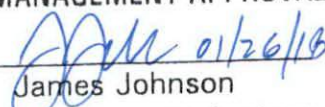
Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA


IT Approved:

 1-25-2018

Thomas Schreiber, CIO

RISK MANAGEMENT APPROVAL

BY:  01/26/18
 James Johnson
 Risk Management Analyst

APPROVED AS TO FORM SHASTA COUNTY COUNSEL  Matthew M. McOmber Senior Deputy County Counsel
--



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)
Framework ID
(if applicable)
Previous Enrollment number
(Reseller to complete)

7228047

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* County of Shasta, a political subdivision of the State of CA, through its IT Department

Contact name* First Thomas Last Schreiber

Contact email address* tschreiber@co.shasta.ca.us

Street address* 1450 Court Street, Suite 124

City* Redding
State/Province* CA
Postal code* 96001-1656
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 530-245-6612
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Michael Last Stock
Contact email address* itaccounting@co.shasta.ca.us
Street address* 1450 Court St. Suite 124

City* Redding
State/Province* CA
Postal code* 96001-1656

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* USA

Phone* 530-225-6622

Language preference. Choose the language for notices. English

☐ This contact is a third-party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name* First William Last Brown
Contact email address* wbrown@co.shasta.ca.us
Phone* 530-229-8235

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics, Inc.
Street address (PO boxes will not be accepted)* 200 N. Milwaukee Ave.

City* Vernon Hills
State/Province* IL
Postal code* 60061

Country* USA

Contact name* Aubrey Styles
Phone* 847-237-3805

Contact email address* aubrey.styles@cdw.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* _____
Printed title* _____
Date* _____

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

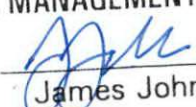
If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.


IT Approved:


Thomas Schreiber, CIO

1-25-2018

RISK MANAGEMENT APPROVAL

BY:  01/26/18
James Johnson
Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Matthew M. McOmber
Senior Deputy County Counsel



Amendment to Contract Documents

Enrollment Number

012318-andjohns-01

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Enterprise Enrollment Amendment ID CTM

Notwithstanding anything to the contrary, workstations on customer site(s) used by Shasta County Department of Child Support Services, C-IV, and CWS-CMS which are owned by State of California Department of Child Support Services, are exempt from this Enrollment (Shasta County Information Technology Department).

Furthermore, Licenses considered exempt are limited to Windows Pro, Windows Pro w/ MDOP, Windows Enterprise, Windows Enterprise w/ MDOP, or Office Professional Plus purchased under State of California Department of Child Support Services Enrollment.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Aug2017)v2(IU).docx		M97	BD
Shasta Child Support - exempt(2).docx	CTM	CTM-CTC-ENR	BD

IT Approved:

[Signature]
Thomas Schreiber, CIO

1-25-2018

RISK MANAGEMENT APPROVAL

BY: *[Signature]* 01/26/18

James Johnson
Risk Management Analyst

**APPROVED AS TO FORM
SHASTA COUNTY COUNSEL**

[Signature]
Matthew M. McOmber
Senior Deputy County Counsel

Proposal ID

0692614.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	1,118	1,118	1.0	Yes	User Licenses
Government Contractor	1,082	982	1.1	No	User Licenses
Total	2,200	2,100			

Products	Enterprise Quantity	Government Contractor Quantity
Office 365 Plans		
Office 365 Plan E3 USL	858	-
Client Access License (CAL)		
Core CAL		
Core CAL	-	982
Bridge for Office 365	123	-
Core CAL Bridge for Office 365 From SA	995	-
Windows Desktop		
Windows Enterprise OS Upgrade	1,118	1,082
O365 GCC E3	260	-

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1118	2100	982	2200

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
-------------------------	-------------

Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	

IT Approved:

Thomas Schreiber, CIO

RISK MANAGEMENT APPROVAL

BY: James Johnson 01/26/18
Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL
Matthew M. McOmber
Senior Deputy County Counsel



Enterprise Quote
for

VSL Specialist Aubrey Styles

Channel Price Sheet Month: NOV

County of Shasta

Unless otherwise noted, All Quotes expire upon current month's end

WORKING - EA Renewal quote
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAA-12415	CoreCALBridge0365 ALNG SubsVL MVL Pltfrm PerUsr	D	123	\$ 16.40	\$ 2,017.20	\$ 16.40	\$ 2,017.20	\$ 16.40	\$ 2,017.20
AAA-11894	O365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr	D	260	\$ 185.29	\$ 48,175.40	\$ 185.29	\$ 48,175.40	\$ 185.29	\$ 48,175.40
AAA-12417	CoreCALBridge0365FromSA ALNG SubsVL MVL Pltfrm Perl	D	995	\$ 13.97	\$ 13,900.15	\$ 13.97	\$ 13,900.15	\$ 13.97	\$ 13,900.15
AAA-11924	O365GovE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr	D	858	\$ 152.85	\$ 131,145.30	\$ 152.85	\$ 131,145.30	\$ 152.85	\$ 131,145.30
KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm	D	1118	\$ 35.51	\$ 39,700.18	\$ 35.51	\$ 39,700.18	\$ 35.51	\$ 39,700.18
W06-00446	CoreCAL ALNG SA MVL UsrCAL	D	982	\$ 41.70	\$ 40,949.40	\$ 41.70	\$ 40,949.40	\$ 41.70	\$ 40,949.40
KV3-00368	WINE3perDVC ALNG SA MVL	D	1082	\$ 37.31	\$ 40,369.42	\$ 37.31	\$ 40,369.42	\$ 37.31	\$ 40,369.42
3VU-00044	MSDNPltfrms ALNG SA MVL	D	3	\$ 730.86	\$ 2,192.58	\$ 730.86	\$ 2,192.58	\$ 730.86	\$ 2,192.58
359-00961	SQLCAL ALNG SA MVL UsrCAL	D	2100	\$ 31.58	\$ 66,318.00	\$ 31.58	\$ 66,318.00	\$ 31.58	\$ 66,318.00
H04-00268	SharePointSvr ALNG SA MVL	D	1	\$ 1,028.23	\$ 1,028.23	\$ 1,028.23	\$ 1,028.23	\$ 1,028.23	\$ 1,028.23
MX3-00117	VSEntSubMSDN ALNG SA MVL	D	1	\$ 991.71	\$ 991.71	\$ 991.71	\$ 991.71	\$ 991.71	\$ 991.71
228-04433	SQLSvrStd ALNG SA MVL	D	27	\$ 135.65	\$ 3,662.55	\$ 135.65	\$ 3,662.55	\$ 135.65	\$ 3,662.55
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	16	\$ 542.27	\$ 8,676.32	\$ 542.27	\$ 8,676.32	\$ 542.27	\$ 8,676.32
9EN-00195	SysCtrStdCore ALNG SA MVL 16Lic CoreLic	D	1	\$ 133.40	\$ 133.40	\$ 133.40	\$ 133.40	\$ 133.40	\$ 133.40
77D-00111	VSPSubMSDN ALNG SA MVL	D	8	\$ 284.00	\$ 2,272.00	\$ 284.00	\$ 2,272.00	\$ 284.00	\$ 2,272.00
9GS-00735	CISSteDCCore ALNG LicSAPk MVL 2Lic	D	68	\$ 211.33	\$ 14,370.44	\$ 211.33	\$ 14,370.44	\$ 211.33	\$ 14,370.44
9EN-00494	SysCtrStdCore ALNG LicSAPk MVL 2Lic CoreLic	D	136	\$ 38.89	\$ 5,289.04	\$ 38.89	\$ 5,289.04	\$ 38.89	\$ 5,289.04
7MS-00001	ProjOnlnProfGOV ShrdSvr ALNG SubsVL MVL PerUsr	D	8	\$ 238.14	\$ 1,905.12	\$ 238.14	\$ 1,905.12	\$ 238.14	\$ 1,905.12
P3U-00001	VisioOnlnP2G ShrdSvr ALNG SubsVL MVL PerUsr	D	62	\$ 121.62	\$ 7,540.44	\$ 121.62	\$ 7,540.44	\$ 121.62	\$ 7,540.44

Year 1 Total \$ 430,636.88

Year 2 Total \$ 430,636.88

Year 3 Total \$ 430,636.88

Three Year Total \$ 1,291,910.64

Notes

NO TAX referenced

Riverside Contract: Participating agreement No. RIVCO-20800-010-12/19

RISK MANAGEMENT APPROVAL

BY:

James Johnson

Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL
Matthew M. McOmber
Senior Deputy County Counsel

IT Approved:

Thomas Schreiber, CIO

REPORT TO SHASTA COUNTY WATER AGENCY

BOARD MEETING DATE: February 6, 2018

CATEGORY: Shasta County Water Agency Item - Consent-1.

SUBJECT:

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board (530)225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Receive and approve the Chairman's appointment to the Redding Area Water Council Policy Advisory Committee for the year 2018.

SUMMARY

N/A

DISCUSSION

It is an annual process for the Board to approve this appointment.

ALTERNATIVES

The Board could decline this appointment.

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Regular - General Government-4.

SUBJECT:

Non-Sanctuary Jurisdiction Resolution

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board, (530) 225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Adopt a resolution which declares, in summary, that: (1) Shasta County's policies comply with federal immigration laws; (2) the County does not constitute a "sanctuary" jurisdiction; and (3) the County will endeavor to provide appropriate interagency assistance to United States immigration authorities within the limits of its resources, including funding, personnel availability, and jail capacity, and also within the limits of its legal obligations, including the limits of its legal obligations imposed by state law and judicial authority.

SUMMARY

N/A

DISCUSSION

On December 12, 2017, the Board of Supervisors (Board) received a presentation from staff regarding Senate Bill (SB) 54, California's sanctuary state law. The Board directed staff to follow up on the item and present a recommended course of action at a future Board meeting. In response to the Board's direction, staff prepared the attached resolution for the Board's consideration.

ALTERNATIVES

The Board could choose not to adopt the resolution.

OTHER AGENCY INVOLVEMENT

County Counsel drafted the resolution. The Sheriff, District Attorney, and Chief Probation Officer have been consulted in connection with the resolution.

FINANCING

There is no General Fund impact associated with the recommendation.

ATTACHMENTS:

Description

Upload Date

Description

Non-Sanctuary Jurisdiction Resolution

1/26/2018

Non-Sanctuary
Jurisdiction Resolution

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA DECLARING THAT SHASTA COUNTY'S POLICIES COMPLY WITH FEDERAL IMMIGRATION LAWS AND THE COUNTY DOES NOT CONSTITUTE A "SANCTUARY" JURISDICTION

WHEREAS, the County of Shasta respects both the rights of members of immigrant communities, and the authority of the United States government to regulate immigration; and

WHEREAS, federal law, 8 U.S.C. §§ 1373 and 1644, provides that no government entity may prohibit or restrict its officials from sending to, or receiving from, United States immigration authorities information regarding the citizenship or immigration status of any individual; and

WHEREAS, in addition to the foregoing legal restrictions, United States immigration authorities often request additional voluntary assistance from local governments and law enforcement agencies; and

WHEREAS, such voluntary assistance is largely unreimbursed by the United States government, and as with all requests for interagency aid, local governments and law enforcement agencies with limited resources are often forced to make difficult decisions regarding whether assistance can be provided on a case-by-case basis, including considerations of funding, personnel availability, jail capacity, and other legal obligations; and

WHEREAS, the County of Shasta is a political subdivision of the State of California and, as such, may not lawfully disregard the requirements of state law in the absence of a court order that the law is invalid.

NOW, THEREFORE, BE IT RESOLVED that the County of Shasta, acting by and through the Shasta County Board of Supervisors, hereby declares that the County of Shasta's policies comply with 8 U.S.C. §§ 1373 and 1644, and do not prohibit or restrict its officials, employees, or any other person from sending to, or receiving from, United States immigration authorities information regarding the citizenship or immigration status of any individual.

BE IT FURTHER RESOLVED that the County of Shasta acting by and through the Shasta County Board of Supervisors, hereby declares that it does not refuse to comply with federal immigration laws as the result of any local policy decisions by County elected officials, does not have any intention of hindering enforcement of those laws, and does not meet any reasonable definition of a "sanctuary" jurisdiction.

BE IT FURTHER RESOLVED that the County of Shasta will endeavor to provide appropriate interagency assistance to United States immigration authorities within the limits of its resources, including funding, personnel availability, and jail capacity, and also within the limits of its legal obligations, including the limits of its legal obligations imposed by state law and judicial authority.

BE IT FURTHER RESOLVED that the United States Congress, federal administration, and other appropriate agencies of the federal government are hereby urged to include representatives of rural local governments in California and nationwide in the process of developing any legal definition of a "sanctuary" jurisdiction.

BE IT FURTHER RESOLVED that the United States Congress, federal administration, and other appropriate agencies of the federal government are hereby urged not to reduce, restrict, or eliminate any federal funding to local governments, on the sole basis that such local governments are sometimes unable to provide voluntary assistance to United States immigration authorities due to resource limitations and legal obligation limitations as described above.

BE IT FURTHER RESOLVED that the United States Congress, federal administration, and other appropriate agencies of the federal government are hereby urged to provide local governments with full cost reimbursement for any assistance requested by and rendered to United States immigration authorities.

BE IT FURTHER RESOLVED that the California Legislature, Governor, and appropriate California state agencies are hereby urged to adopt legislation, regulations, and policies applicable to local governments that adhere to federal law and are consistent with the authority of the United States government to regulate immigration.

DULY PASSED AND ADOPTED this ____ day of _____, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LES BAUGH, CHAIRMAN
Board of Supervisors, County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Regular - General Government-5.

SUBJECT:

Ordinance that establishes employment benefits for the Shasta County Board of Supervisors and amends Chapter 39, Elected Department Head and Board of Supervisor Benefits, Section 39.4, Health Insurance Premiums

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Angela Davis, Director of Support Services, 530-225-5515

STAFF REPORT APPROVED BY: Angela Davis, Director of Support Services

Vote Required?	General Fund Impact?
Simple Majority Vote	General Fund Impact

RECOMMENDATION

As introduced on January 23, 2018, enact An Ordinance of the Board of Supervisors of the County of Shasta Establishing Compensation for Members of the Board of Supervisors that reduces the County contributions to health care premiums for the Board of Supervisors during their terms of services and otherwise establishes the employment benefits for the Board of Supervisors as those identified in Chapter 39 of the Shasta County Personnel Rules, adopted on January 23, 2018, that pertain to the Board of Supervisors.

SUMMARY

N/A

DISCUSSION

Pursuant to a request from the Board of Supervisors, the proposed recommendation will amend the County's contribution to the Employee Only medical premium of the Shasta County Board of Supervisors during their terms of service from 100% County contribution to 85% County contribution. Additionally, the recommendation will amend the Shasta County Personnel Rules Chapter 39 Elected Department Head and Board of Supervisor Benefits, Section 39.4 Health Insurance Premiums to reflect this change. The recommended ordinance and amendments to the Personnel Rules will go into effect the first day of the new term of the Board of Supervisors, January 7, 2019. Current Personnel Rules, Chapter 39, Elected Department Head and Board of Supervisor Benefits, Section 39.4, Health Insurance Premiums, remain in effect until the effective date of this recommendation.

ALTERNATIVES

The Board may choose to not take action in whole or in part.

OTHER AGENCY INVOLVEMENT

The County Administrative Office and County Counsel have reviewed and concur with the recommendation.

FINANCING

There is very minimal cost savings associated with this recommendation.

cc: Larry Lees, County Executive Officer
Brian Muir, Auditor-Controller
Debbie Edwards, Accountant Auditor III-Conf
Ayla Tucker, Administrative Analyst I
Shelley Forbes, Assistant Director of Support Services
Kari Hallstrom, Personnel Analyst II
Melissa Merritt, Agency Staff Services Analyst II-Conf

ATTACHMENTS:

Description	Upload Date	Description
Ordinance	1/11/2018	Ordinance
Personnel Rules Chapter 39 Redline	1/11/2018	Personnel Rules Chapter 39 Redline
Personnel Rules Chapter 39 Final	1/11/2018	Personnel Rules Chapter 39 Final
Resolution	1/16/2018	Resolution

ORDINANCE NO.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SHASTA ESTABLISHING COMPENSATION
FOR
MEMBERS OF THE BOARD OF SUPERVISORS**

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION 1. The monthly salary of each member of the Board of Supervisors shall remain unchanged in the amount of \$4,459.00 in base pay.

SECTION 2. The employment benefits provided to the Board of Supervisors shall be those employment benefits identified in Shasta County Personnel Rules, Chapter 39 that pertain to the Board of Supervisors, adopted by the Board of Supervisors on January 23, 2018, and made effective on the same date that this ordinance is effective.

SECTION 3. The provisions of this ordinance supersede the provisions of prior ordinances setting salaries and benefits for members of the Board of Supervisors.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after 60 days after its passage. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 6th day of February, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LES BAUGH, CHAIRMAN
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

CHAPTER 39. ELECTED DEPARTMENT HEAD AND BOARD OF SUPERVISOR BENEFITS

SECTION 39.4. HEALTH INSURANCE PREMIUMS.

A. (1) Elected Department Heads and members of the Board of Supervisors~~-.~~

(a) Elected Department Heads. The County maximum health contribution to the medical, dental, and vision plans for Elected Department Heads ~~and the Board of Supervisors~~ shall be the same as for employees represented by the Mid-Management Bargaining Unit (MMBU), including the spouse accommodation benefit provided to ~~other bargaining unit~~ employees represented by MMBU (if an Elected Officer and his/her spouse or registered domestic partner both work for the County and both are eligible for County provided health insurance and contributions), unless set otherwise by resolution or ordinance of the Board.

(b) Members of the Board of Supervisors. Commencing on January 7, 2019, ~~The~~ County maximum health contribution to the CalPERS-approved medical insurance will be as follows:

(i) The County will pay eighty five percent (85%) of the Employee Only medical premium cost and sixty-five percent (65%) of the Employee plus one and Employee plus family medical premium cost categories of PERS Choice (or equivalent plan), including the spouse accommodation benefit provided to employees represented by MMBU (if an Elected Officer and his/her spouse or registered domestic partner both work for the County and both are eligible for County provided health insurance and contributions). The County contribution includes the PEMHCA minimum contribution. Those percentages shall be converted to monthly maximums which dollar amounts shall not be exceeded, unless set otherwise by resolution or ordinance of the Board. Members of the Board of Supervisors will pay that portion of the premium not contributed by the County.

(2) For Elected Department Heads and members of the Board of Supervisors who either (1) did not have Shasta County service as a County officer or employee prior to assuming elected office or (2) had a separation in excess of seven (7) days between prior Shasta County service as a County officer or employee and the assuming of elected office:

(a) Eligibility for medical and dental insurance shall begin the first of the month following assumption of office unless otherwise required by the insurance provider(s).

(b) County contributions towards medical and dental, as provided above, shall commence the first of the month following six months of service in office unless otherwise required by the insurance provider(s).

Elected Officers who are otherwise eligible for insurance coverage during their first six months in office and elect such coverage shall pay the insurance premiums through payroll deductions.

(3) Except as where a separation from County service is required by Government Code section 53227 and other applicable law, for Elected Department Heads and members of the Board of Supervisors not identified in Section 39.4(A)(2) of the Personnel Rules, upon assuming elected office they shall be considered to have had no break in service for purposes of continuation of any existing medical, dental, and vision insurance and County contributions thereto.

CHAPTER 39. ELECTED DEPARTMENT HEAD AND BOARD OF SUPERVISOR BENEFITS

SECTION 39.4. HEALTH INSURANCE PREMIUMS.

A. (1) Elected Department Heads and members of the Board of Supervisors.

(a) Elected Department Heads. The County maximum health contribution to the medical, dental, and vision plans for Elected Department Heads shall be the same as for employees represented by the Mid-Management Bargaining Unit (MMBU), including the spouse accommodation benefit provided to employees represented by MMBU (if an Elected Officer and his/her spouse or registered domestic partner both work for the County and both are eligible for County provided health insurance and contributions), unless set otherwise by resolution or ordinance of the Board.

(b) Members of the Board of Supervisors. Commencing on January 7, 2019, the County maximum health contribution to the CalPERS-approved medical insurance will be as follows:

(i) The County will pay eighty five percent (85%) of the Employee Only medical premium cost and sixty-five percent (65%) of the Employee plus one and Employee plus family medical premium cost categories of PERS Choice (or equivalent plan), including the spouse accommodation benefit provided to employees represented by MMBU (if an Elected Officer and his/her spouse or registered domestic partner both work for the County and both are eligible for County provided health insurance and contributions). The County contribution includes the PEMHCA minimum contribution. Those percentages shall be converted to monthly maximums which dollar amounts shall not be exceeded, unless set otherwise by resolution or ordinance of the Board. Members of the Board of Supervisors will pay that portion of the premium not contributed by the County.

(2) For Elected Department Heads and members of the Board of Supervisors who either (1) did not have Shasta County service as a County officer or employee prior to assuming elected office or (2) had a separation in excess of seven (7) days between prior Shasta County service as a County officer or employee and the assuming of elected office:

(a) Eligibility for medical and dental insurance shall begin the first of the month following assumption of office unless otherwise required by the insurance provider(s).

(b) County contributions towards medical and dental, as provided above, shall

Shasta County Personnel Rules (revised 1/2018)

commence the first of the month following six months of service in office unless otherwise required by the insurance provider(s).

Elected Officers who are otherwise eligible for insurance coverage during their first six months in office and elect such coverage shall pay the insurance premiums through payroll deductions.

(3) Except as where a separation from County service is required by Government Code section 53227 and other applicable law, for Elected Department Heads and members of the Board of Supervisors not identified in Section 39.4(A)(2) of the Personnel Rules, upon assuming elected office they shall be considered to have had no break in service for purposes of continuation of any existing medical, dental, and vision insurance and County contributions thereto.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA AMENDING THE
SHASTA COUNTY PERSONNEL RULES, CHAPTER 39 ELECTED DEPARTMENT
HEAD AND BOARD OF SUPERVISOR BENEFITS, SECTION 39.4 HEALTH
INSURANCE PREMIUMS**

WHEREAS, periodically the Shasta County Board of Supervisors, upon the recommendation of staff, amends the provisions of the Shasta County Personnel Rules, to update various provisions to ensure compliance with Shasta County Code, state and federal laws, to conform to actual county practice, or to address new business needs; and

WHEREAS, County staff recommends amendments to the Shasta County Personnel Rules Chapters 39 Elected Department Head and Board of Supervisor Benefits, Section 39.4 Health Insurance Premiums.

THEREFORE, BE IT RESOLVED that effective the date Ordinance No. XXX-XXX is effective, and operative on January 7, 2019, the Board of Supervisors of the County of Shasta amends the Shasta County Personnel Rules, Chapter 39, Elected Department Head and Board of Supervisor Benefits, Section 39.4 Health Insurance Premiums, as attached hereto.

BE IT FURTHER RESOLVED that all other Sections of the Shasta County Personnel Rules are to remain unchanged.

DULY PASSED AND ADOPTED this 23rd day of January, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 6, 2018

CATEGORY: Regular - General Government-6.

SUBJECT:

Fifth Amendment to the employment contract for the County Executive Officer.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

DEPARTMENT CONTACT: Angela Davis, Director of Support Services, 530-225-5515

STAFF REPORT APPROVED BY: Angela Davis, Director of Support Services

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign a Fifth Amendment to the Employment Contract with the County Executive Officer extending the term of the contract to January 5, 2021, with no changes in compensation.

SUMMARY

N/A

DISCUSSION

The initial employment contract by and between the County of Shasta and Lawrence G. Lees was effective December 20, 2005. The Agreement was amended effective November 18, 2008 ("First Amendment"), effective January 6, 2009 ("Second Amendment"), effective January 6, 2012, ("Third Amendment"), and effective January 6, 2018 ("Fourth Amendment"). This Fifth Amendment to the contract will be effective January 6, 2019 and will extend the term to January 5, 2021. There is no compensation change to the contract.

ALTERNATIVES

The Board may decline to sign the Fifth Amendment.

OTHER AGENCY INVOLVEMENT

The Fifth Amendment was drafted by the Director of Support Services.

FINANCING

There is no compensation change with the Fifth Amendment.

ATTACHMENTS:

Description	Upload Date	Description
Fifth Amendment to Employment Contract	1/30/2018	Fifth Amendment to Employment Contract

**FIFTH AMENDMENT TO THE EMPLOYMENT CONTRACT
FOR COUNTY EXECUTIVE OFFICER BETWEEN THE
COUNTY OF SHASTA AND LAWRENCE G. LEES**

This Fifth Amendment is entered into between the County of Shasta, a political subdivision of the State of California, (“County”) and Lawrence G. Lees (“Employee”).

RECITALS

WHEREAS, County and Employee have previously entered into an employment contract for County Executive Officer effective December 20, 2005 (“Agreement”); and

WHEREAS, County and Employee amended the Agreement effective November 18, 2008 (“First Amendment”), effective January 6, 2009 (“Second Amendment”), effective January 6, 2012 (“Third Amendment”), and effective December 16, 2014 (“Fourth Amendment”), which, among other things, extended the term of the Agreement to January 5, 2019; and

WHEREAS, County and Employer desire to execute a Fifth Amendment to the Agreement to extend the term of the Agreement to January 5, 2021.

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 2, “Term and Termination” of the Agreement, is amended as of the effective date of this Fifth Amendment to replace only the first paragraph of that section with the following paragraph:

Employee assumed the position of County Administrative Officer (now County Executive Officer) effective February 18, 2006. The employment was made subject to a term of three (3) years effective January 6, 2009. The Agreement was renewed on December 13, 2011 for a term of six (6) years commencing January 6, 2012 with an expiration date of January 5, 2018. The term of the Agreement was extended on December 16, 2014 for an additional one (1) year with an expiration date of January 5, 2019. The term of the Agreement is hereby extended for an additional two (2) years with an expiration date of January 5, 2021.

II. All other paragraphs in Section 2, “Term and Termination” of the Agreement are not impacted by this Fifth Amendment and remain in full force and effect.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended by the First, Second, Third, Fourth, and Fifth Amendments, remains in full force and effect.

III. **ENTIRE AGREEMENT**

The Agreement, as amended by the First, Second, Third, Fourth and Fifth Amendments, and any attachments, constitute the entire understanding between County and Employee.

IV. **EFFECTIVE DATE**

Unless otherwise provided, this Fifth Amendment shall be deemed effective as of the date it is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to the Agreement.

COUNTY OF SHASTA

Dated: _____

Les Baugh, Chairman
Board of Supervisors

ATTEST:

MARY WILLIAMS
Chief Deputy Clerk of the Board

By: _____
Deputy

EMPLOYEE

LAWRENCE G. LEES

APPROVED AS TO FORM:

Rubin E. Cruse, Jr.
COUNTY COUNSEL
