



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 27, 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 Tom Winslow, Family Celebration Center

Pledge of Allegiance: Supervisor Baugh

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 proclamation which designates March 4-10, 2018, as "Consumer Protection Week" in Shasta County.

No General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a proclamation which designates February 2018 as "National Parent Leadership Month" in Shasta County.

No 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 Administrative Office

Health and Human Services Agency-Business and Support Services

Adopt a resolution delegating signing authority of Shasta County city municipalities' fire and burglar alarm system permit application evergreen agreements to County Department Heads.

- No Additional General Fund Impact** **Simple Majority Vote**
C 2 **Clerk of the Board**
Appoint Ken Murray to the Assessment Appeals Board to a term to September 2020.
- No Additional General Fund Impact** **Simple Majority Vote**
C 3 **Clerk of the Board**
Reappoint Walter Caldwell, Jerry "Abe" Hathaway, and Chad Arseneau to the Burney Basin Mosquito Abatement District Board of Trustees to terms to January 2020.
- No General Fund Impact** **Simple Majority Vote**
C 4 **Clerk of the Board**
Take the following actions regarding the Pine Grove Cemetery District Board of Trustees: (1) Reappoint Marlene VanStaaveren to a term to March 2022; (2) reappoint Robert Dye to a term to March 2021; (3) reappoint Arleen Earnest and Calvin Carpenter to terms to March 2020; and (4) appoint Debbie Dennis to a term to March 2022.
- No General Fund Impact** **Simple Majority Vote**
C 5 **Clerk of the Board**
Appoint Richard Kern to the Planning and Service Area (PSA) 2 Area Agency on Aging-Advisory Council to a term to February 2022.
- No General Fund Impact** **Simple Majority Vote**
C 6 **Clerk of the Board**
Approve the minutes of the meetings held on January 30, 2018 and February 6, 2018, as submitted.
- No General Fund Impact** **Simple Majority Vote**
C 7 **Support Services-Personnel**
Adopt a salary resolution, effective March 4, 2018, which amends the Shasta County Position Allocation List as follows: (1) Add 1.0 Full-Time Equivalent (FTE) Housing Rehabilitation Specialist I/II; and (2) add 1.0 FTE Clerk III in the Housing and Community Action Program budget.
- No General Fund Impact** **Simple Majority Vote**

HEALTH AND HUMAN SERVICES

- C 8 **Health and Human Services Agency-Adult Services**
Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2016, to the agreement with Aurora Behavioral Healthcare – Santa Rosa, LLC for the provision of psychiatric inpatient hospitalization services to serve

adds 1.0 FTE Public Health Program and Policy Analyst in the Public Health budget.

No Additional General Fund Impact Simple Majority Vote

C 12 Health and Human Services Agency-Regional Services

Approve and authorize the Chairman to sign an agreement with Vertex Systems, Inc. in an amount not to exceed \$81,752.40 (one-time and monthly advance payments) for the upgraded cloud based payroll and case management software system for the period from date of signing through December 31, 2020.

No General Fund Impact Simple Majority Vote

LAW AND JUSTICE

C 13 Child Support Services

Approve and authorize the: (1) Chairman to sign an agreement with Chelcour LLC, d.b.a. The ClaaS Group (TCG), in an amount not to exceed \$32,000 to provide online DISC (dominant, influencing, steadfast, and compliant) Assessment and in-house instructor-led leadership training for a period of one year effective the date of signing; and (2) Child Support Services Director to authorize selected staff to sign the User Authority terms and conditions for accessing the online DISC Assessment.

No General Fund Impact Simple Majority Vote

C 14 District Attorney

Take the following actions regarding the Workers' Compensation Insurance Fraud and the Automobile Insurance Fraud revenue grant programs for the period July 1, 2018, through June 30, 2021: (1) Adopt a separate resolution for each program which approves and authorizes the Shasta County District Attorney to: (a) continue to serve as the agent for each program; (b) sign award agreements with the California Department of Insurance for each program; and (c) execute and submit future related documents (including retroactive) for each program including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of each program; and (2) limit the District Attorney's signing authority to \$675,000 for both revenue programs.

No Additional General Fund Impact Simple Majority Vote

PUBLIC WORKS

C 15 Public Works

Approve and authorize the Chairman to sign a retroactive amendment, effective January 1, 2018, to the agreement with SERVFIRST d.b.a. Redding Spray Service, to provide weed control on County Roads, Airports, and Service Areas, to limit total compensation to \$96,284.09 for services provided in this amendment, and to extend the term from January 1, 2018 through December 31, 2018.

No General Fund Impact

Simple Majority Vote

C 16 Public Works

Take the following actions regarding the “2018 Redding Regional Septage Impoundment 1B Cleanout Project,” Contract No. 207513: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (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 29, 2018, at 11:00 a.m.

No General Fund Impact

Simple Majority Vote

C 17 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the “Corporation Yard Wash Rack Improvement Project,” Contract No. 706787, and record it within 15 days of actual completion of the work.

No General Fund Impact

Simple Majority Vote

C 18 Public Works

Take the following actions regarding the Skylark Lane Emergency Fire Escape Road (EFER) Permanent Road Division (PRD) and the Skylark Lane EFER No. 4 PRD: (1) Adopt a resolution consolidating Skylark Lane EFER PRD and Skylark Lane EFER No. 4 PRD into the Skylark Lane EFER PRD; (2) receive the maintenance cost estimate; and (3) receive the County Surveyor’s report on the boundary description (in the form of a map).

No 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.

SHASTA COUNTY WATER AGENCY

The Shasta County Board of Supervisors does not receive any additional compensation or stipend for acting as the Shasta County Water Agency.

SDC 1 Water Agency

County Service Area No. 2-Sugarloaf Water

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approve and authorize the Chairman to sign an amendment, effective March 2, 2018, to the agreement with PACE Engineering, Inc., to increase compensation by \$171,500, for a new total not to exceed \$212,300, and extend the term from March 2, 2018 through May 31, 2021, to provide engineering and administrative services for the County Service Area No. 2-Sugarloaf Water Improvement Project.

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; (2) take the following actions: (a) temporarily suspend the operation of Administrative Policy 1-101, Rule 7(e)(1), which prohibits the Board from taking a position on propositions on the ballot; and (b) adopt a resolution in support of The Reducing Crime and Keeping California Safe Act of 2018; and (3) receive Supervisors' reports on countywide issues.

No General Fund Impact

Simple Majority Vote

R 4 Administrative Office

Take the following actions: (1) Receive an update on the status of the Fiscal Year (FY) 2017-18 Shasta County Budget; (2) direct departments to make spending adjustments to stay within approved net county cost contained in the FY 2017-18 Budget, as adjusted; (3) approve the budget principles recommended for the FY 2018-19 Proposed Budget; and (4) in accordance with Government Code section 29064(c), approve the Budget Adoption Schedule recommended for the FY 2018-19 Proposed Budget and direct the publication of a recommended budget pursuant to the Budget Adoption Schedule.

General Fund Impact

Simple Majority Vote

R 5 Clerk of the Board

As introduced on April 24, 2007, enact an ordinance of the Board of Supervisors of the County of Shasta Amending the Shasta County Zoning Plan, Rezoning approximately 10.12 acres at the northeast corner of Bella Montania Lane and Regna Drive in Palo Cedro, from Rural-Residential-Building Site Minimum (R-R-BSM) to Rural-Residential-Five-Acre Minimum Lot Area (R-R-BA-5). (Zone Amendment 06-026, Birk)

No General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

R 6 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 15 minutes):

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Names of Cases: Kenneth F. Niedzwiecki vs. Shasta County Sheriff 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:
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
3/13/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
3/20/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
3/27/2018	9:00 a.m.	Board of Supervisors 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 27, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Adopt a proclamation that designates March 4-10, 2018, as "Consumer Protection" Week in Shasta County.

DEPARTMENT: Board Matters

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	No General Fund Impact

RECOMMENDATION

Adopt a proclamation which designates March 4-10, 2018, as "Consumer Protection Week" in Shasta County.

SUMMARY

N/A

DISCUSSION

Consumer Protection Week is a time for the District Attorney's Office to engage the community and educate consumers about rights and resources available related to fraud. Many Shasta County citizens fall victim to fraud every year. The Shasta County District Attorney's Office works to investigate many types of fraud including Consumer Fraud, Real Estate Fraud, Insurance Fraud, Welfare Fraud, and In Home Support Services (IHSS) Fraud. The Board of Supervisor's proclamation will recognize Consumer Fraud as a serious community awareness issue and support the need for prevention and education efforts in Shasta County.

ALTERNATIVES

The alternative is not approving the proclamation in which case the District Attorney's Office would not include the proclamation in the activities planned for Consumer Protection Week.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

No fiscal impact has been identified in association with the adoption of this proclamation.

ATTACHMENTS:

Description	Upload Date	Description
Proclamation	2/1/2018	Proclamation

Shasta County Board of Supervisors Proclamation

Consumer Protection Week
March 4-10, 2018

WHEREAS, each day, fraud, abuse, and theft threaten the economic well-being of individuals, locally and across our nation, who have spent their lives striving to build a sense of security; and

WHEREAS, predatory and deceptive lending practices, identity theft, financial scams, and fraud can cause lasting devastation for victims; and

WHEREAS, we believe individuals have a sphere of privacy around them that should not be breached; and

WHEREAS, by empowering ourselves with information about our rights and the resources available to us, we can be prepared and make better-informed decisions; and

WHEREAS, the Shasta County District Attorney's Office supports fraud prevention, fraud investigation, and actively prosecutes consumer fraud cases to protect consumers in our community; and

WHEREAS, during Consumer Protection Week, we redouble our efforts to educate our community members to protect themselves from financial fraud and identity theft;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims March 4-10, 2018 as *Consumer Protection Week* in Shasta County.

Les Baugh, Chairman

February 27, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: BOARD MATTERS-2.

SUBJECT:

National Parent Leadership Month

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board (530)225-5268

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 proclamation which designates February 2018 as "National Parent Leadership Month" in Shasta County.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description	Upload Date	Description
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National Parent Leadership Month Proclamation

2/22/2018

National Parent
Leadership Month
Proclamation

Shasta County Board of Supervisors Proclamation

National Parent Leadership Month

February 2018

WHEREAS, Parent Leadership is an essential and effective means of strengthening families and preventing child abuse and neglect; and

WHEREAS, meaningful Parenting Leadership occurs when parents gain the knowledge and skills necessary to function in meaningful leadership roles and present a “parent voice” to help shape the direction of their families, programs, and communities; and

WHEREAS, Shasta County Child Abuse Prevention Coordinating Council recognizes the vital importance of partnering with parents and assisting public systems and private organizations, policymakers, and other key stakeholders to effectively implement Parent Leadership strategies; and

WHEREAS, scientific studies confirm a direct link between child abuse and a significantly greater risk later in life for substance abuse, criminal behavior, suicide, eating disorders, smoking, and premature death from chronic disease, cancer and other serious illnesses; and

WHEREAS, the power of parents speaking publicly about their experiences has made, and will continue to make, an impact on the lives of families everywhere; and

WHEREAS, the Parent Leadership Advisory Group has a passionate group of parent leaders who volunteer on many capacities throughout the county in hopes of saturating our community with protective factors and reducing risk associated with adverse childhood experiences; and

WHEREAS, National Parent Leadership Month recognizes, honors, and celebrates parent for the vital leadership roles in their homes and communities and in local, state, national, and international arenas;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims February 2018 as *National Parent Leadership Month* in Shasta County and calls upon all organizations, community members and businesses to increase their participation in strength based efforts to prevent child abuse.

Les Baugh, Chairman

February 27, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

Resolution Designating Signature Authority for Municipal Alarm Permit Agreements

DEPARTMENT: Administrative Office
Health and Human Services Agency-Business and Support Services

Supervisory District No. : All

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, 530-225-5561

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst, and Tracy Tedder, Branch Director HHSA-BSS

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

RECOMMENDATION

Adopt a resolution delegating signing authority of Shasta County city municipalities' fire and burglar alarm system permit application evergreen agreements to County Department Heads.

SUMMARY

N/A

DISCUSSION

The Health and Human Services Agency (HHSA) currently occupies approximately 30 facilities located throughout the County. To secure the locations where HHSA resides, they often have security systems installed and monitored. Currently the County has over 87 of these types of permits being monitored for various departments at various locations. Alarm system permit applications are required by some municipalities. Additionally, any other County department inhabiting a facility in which an alarm system is installed and monitored may also need to file an alarm system permit application with one of the local cities. Finally, these alarm system permit applications are required to be filed and/or amended when afterhours call lists are changed, building program occupancy changes, alarm monitoring companies are changed, etc. County Counsel has determined these alarm system permit applications are evergreen agreements, which pursuant to Shasta County Administrative Policy 6-101, Shasta County Contracts Manual, require approval of the Board of Supervisor. In order to streamline the approval process for these simple, yet numerous evergreen agreements, it is recommended the Board delegate signing authority to Department Heads.

ALTERNATIVES

The Board could choose not to adopt the resolution, provide further direction to staff, or defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the resolution. The County Administrative Office and HHSa support the recommendation.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Alarm Permit Monitoring Resolution	2/15/2018	Alarm Permit Monitoring Resolution

RESOLUTION NO 2018-

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AUTHORIZING DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS, OR
DEPUTY DEPARTMENT HEADS TO SIGN ALARM SYSTEM PERMIT
APPLICATIONS**

WHEREAS, the County occupies many different facilities located in city municipalities where alarms systems are installed and regularly monitored;

WHEREAS, the different city municipalities require Alarm System Permit Applications to be submitted in accordance with local building codes for fire alarm monitoring and burglar alarm monitoring services;

WHEREAS, Shasta County departments currently have approximately 87 of these types of permits being monitored at various locations;

WHEREAS, pursuant to Shasta County Administrative Policy 6-101, *Shasta County Contracts Manual*, Alarm System Permit Applications are considered evergreen agreements requiring Board of Supervisors approval; and

WHEREAS, in order to streamline the approval process for these simple, yet numerous Alarm System Permit Applications for fire alarm and burglar alarm monitoring services it is recommended that the Board of Supervisors delegate signing authority of Alarm System Permit Applications to Department Heads.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors, County of Shasta, hereby delegate signing authority of Shasta County city municipalities' Alarm System Permit Applications for fire alarm and burglar alarm monitoring services to County Department Heads, Assistant Department Heads, or Deputy Department Heads.

DULY PASSED AN ADOPTED this 27th 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 27, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

Assessment Appeals Board Appointment

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 Additional General Fund Impact

RECOMMENDATION

Appoint Ken Murray to the Assessment Appeals Board to a term to September 2020.

SUMMARY

N/A

DISCUSSION

There are three vacancies on the Assessment Appeals Board (AAB). The AAB hearings are held once a year, in the month of April, for up to a three-day duration.

The AAB consists of three members appointed directly by the Board of Supervisors. The Board of Supervisors may also appoint as many alternate members as the Board of Supervisors deems necessary. To be eligible for membership a person must have a minimum of five years' professional experience in the state of California as either a certified public accountant or public accountant, a licensed real estate broker, an attorney, a property appraiser accredited by a nationally recognized professional organization, or possess competent knowledge and experience in property appraisal and taxation. No person shall be qualified to be a member of the AAB who has, within the three years immediately preceding their appointment to the AAB, been an employee of an assessor's office.

Each AAB member shall be paid \$75 for each day that the AAB is in session except that in the event the AAB is in session for one-half day or less, the compensation for each board member in such event is \$40 per day.

The Notice of Vacancy was posted three times between August 3, 2017 and January 25, 2018 (for 15 days each time) and they are on file with the Clerk of the Board. Only one letter of interest was received; from Mr. Ken Murray. Mr. Murray meets membership requirements.

Although a AAB of four members is preferred, pursuant to Title 18 of the California Code of Regulations section 311 and

Revenue and Taxation Code section 1604, the AAB hearings can proceed with only two members. However, if any party demands a hearing before the full three-member AAB, then the matter will need to be convened before a full three-member AAB. In the event that only two members are present and the applicant demands a hearing before the full AAB, the AAB may request that the applicant extend the two-year period provided in section 1604 of the Revenue and Taxation Code if the demand precludes the matter from being heard and decided before the expiration of the two-year period. If an applicant refuses to extend the two-year limitations period and the demand for a full three-member AAB would preclude the matter from being heard before the expiration of that limitations period, then the AAB may deny the request for a hearing before the full AAB. Also, if a hearing takes place before a two-member AAB, and they have a “tie” vote, then the application will need to be reheard before the full AAB.

The Clerk of the Board will continue its efforts to recruit a third and fourth AAB member before the next round of hearings are scheduled to begin April 19-20, 2018.

ALTERNATIVES

The Board may choose not to make the appointment, may direct staff to post a new Notice of Vacancy, or may defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation.

FINANCING

Costs associated with the AAB member's per diem are included in the fiscal year 2017-18 Miscellaneous General Adopted Budget. There is no additional General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Murray Qualifications Letter	1/29/2018	Murray Qualifications Letter

STATEMENT OF QUALIFICATIONS

**KENNETH D. MURRAY
REDDING, CALIFORNIA 96001**

California real estate licensee forty-one (41) years
California real estate broker thirty-three (33) years
Past Instructor, Real Estate Practices, Shasta College, Redding, CA
Master Instructor, California Association of Realtors/State Dept. of Real Estate
Contributing Author, "California Real Estate Practice", Second Edition
Certified Arbitrator, American Arbitration Association
Sales Manager supervising sixteen agents for nine (9) years, Redding Realty
Professional Standards Panel Member, Shasta Board of Realtors thirty-seven years
Expert Witness on real estate evaluation/standards of practice in Superior Court
Recognized as expert witness, real estate, Federal Tax Court, Sacramento, CA
Recognized as expert in property valuation, Internal Revenue Service
Past member of the Board of Directors, Shasta Association of Realtors
Past member of the Board of Directors, California Association of Realtors
Foreman, Shasta County Grand Jury 1989-90
Shasta County Planning Commissioner 1981-1985
Selected by Shasta Association of Realtors, Realtor of the Year, 1979
Mayor, City of Redding 1997/98, 2005/06
California Real Estate License Number 00581789

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Burney Basin Mosquito Abatement District - Reappointments

DEPARTMENT: Clerk of the Board

Supervisory District No. : 3

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

Reappoint Walter Caldwell, Jerry "Abe" Hathaway, and Chad Arseneau to the Burney Basin Mosquito Abatement District Board of Trustees to terms to January 2020.

SUMMARY

N/A

DISCUSSION

The Burney Basin Mosquito Abatement District (District) is a mosquito abatement independent special district created by the Shasta County Board of Supervisors (Board) on November 23, 1970 pursuant to Resolution 70-163. It is governed by a five-member Board of Trustees each serving a term of two years. Mosquito abatement districts administer measures to control and manage the population of mosquitoes to reduce their damage to human health, economies, and enjoyment. Mosquito control is a vital public-health practice throughout the world because mosquitoes can spread many diseases, such as malaria and the Zika virus.

There are three current members whose terms expired January 2018. Membership requirements are that members must be a voter in Shasta County over 18 years of age and must reside within the District boundaries. Trustees are not paid or compensated in any way for their voluntary service.

The District voted to reappoint Walter Caldwell, Jerry "Abe" Hathaway, and Chad Arseneau at their February 14, 2018 meeting. The Notice of Vacancy was posted pursuant to Government Code sections 1778, 1779, and 54974 and is on file with the Clerk of the Board.

ALTERNATIVES

The Board may choose not to make one or all of the reappointments, may defer consideration to a future date, or may direct the District to bring back alternate nominees for the Board's consideration.

OTHER AGENCY INVOLVEMENT

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Burney Basin MAD Meeting Minutes	2/16/2018	Burney Basin MAD Meeting Minutes

**FIVE HUNDRED FIFTY SEVENTH MEETING
OF THE
BOARD OF TRUSTEES
OF THE
BURNEY BASIN
MOSQUITO ABATEMENT DISTRICT**

Wednesday, February 14, 2018 4:45 p.m.

MINUTES

PLACE: Burney Basin M.A.D.
Burney, CA

MEMBERS PRESENT: Walt Caldwell
Chad Arseneau
Dana Murray

MEMBERS ABSENT: Bill Ford
Abe Hathaway

ALSO PRESENT: Rick Dougherty, Manager

1. Roll Call: Walt Caldwell, President, called the meeting to order at
4:46 p.m.

2. Minutes: *Upon motion by Trustee Dana Murray, seconded by Chad
Arseneau, the minutes of the Regular Meeting held January 10, 2018
were approved.*

3. Public Comment: None

4. Budget & Fiscal Affairs:

- a. *Trustee Chad Arseneau moved to approve Payroll Warrants for January 2018 in the amount of \$3,132.55 and Commercial Warrants dated February 14, 2018 in the amount of \$2,964.29. Trustee Dana Murray seconded. The motion passed.*
- b. The Schedule of Expenditures dated February 14, 2018 was discussed. Manager Dougherty reminded the Board that this month's warrants included two months worth of CalCARD statements as he had not received a statement in time for January's meeting.

5. Appointments & Election of Officers:

Trustee Dana Murray moved to reappoint Abe Hathaway, Chad Arseneau and Walt Caldwell each to another two year term on the Board. Walt Caldwell seconded and the motion passed.

Trustee Dana Murray then moved to elect Abe Hathaway as President, Chad Arseneau as Vice President and Bill Ford as Secretary for the 2018 year. Chad Arseneau seconded and the motion passed.

6. Manager's Report:

Manager Dougherty informed the Board of two upcoming meetings he will be attending: the annual VCJPA Workshop in Santa Cruz, CA from February 21st to 23rd 2018; and the annual MVCAC Legislature Day at the CA State Capitol March 6th and 7th 2018.

Dougherty gave a brief report on the Annual MVCAC Conference in Monterey. Most of the information was geared towards larger urban Districts with invasive *Aedes* species and lots of money for new technology. There was, however, useful information for BBMAD such as studies done on *Culex Tarsalis* in rice fields in the Sacramento Valley, and recent efficacy studies done on some of the pesticides we use here. Dougherty reminded the Board that this conference is necessary to gain CE Units needed to keep his CDPH Vector Control License current, without which the District could not legally operate.

7. Board and Staff Announcements: None.

8. Adjournment:

There being no further business, Dana Murray, seconded by Chad Arseneau, moved to adjourn the meeting at 5:04 p.m.

Respectfully Submitted,

Bill Ford, Secretary BBMAD

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Pine Grove Cemetery District Appointment & Reappointments

DEPARTMENT: Clerk of the Board

Supervisory District No. : 3

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 Pine Grove Cemetery District Board of Trustees: (1) Reappoint Marlene VanStaaveren to a term to March 2022; (2) reappoint Robert Dye to a term to March 2021; (3) reappoint Arleen Earnest and Calvin Carpenter to terms to March 2020; and (4) appoint Debbie Dennis to a term to March 2022.

SUMMARY

N/A

DISCUSSION

The Pine Grove Cemetery District is a public cemetery district created by the state legislature pursuant to Health and Safety Code section 9000 et seq. which authorized the creation of public cemetery districts in 1909 to assume responsibility for the ownership, improvement, expansion, and operation of cemeteries and the provision of interment services from fraternal, pioneer, religious, social, and other organizations that were unable to provide for those cemeteries. For nearly a century, public cemetery districts have provided communities with the means to publicly finance the ownership, improvement, expansion, and operation of public cemeteries and the provision of interment services, particularly in rural communities.

The Pine Grove Cemetery District Board of Trustees is a five-member board that serves four-year staggered terms appointed by the Shasta County Board of Supervisors. The Board of Trustees governs the cemetery district, establishes policies for the operation of the cemetery district, and provides for the faithful implementation of those policies which is the responsibility of the employees of the cemetery district.

There is one vacancy on the Pine Grove Cemetery District – Board of Trustees to be appointed by the Shasta County Board of Supervisors. Membership requirements are that you must be a registered voter in Pine Grove Cemetery District. Trustees are not paid or compensated in any way for their voluntary service. Ms. Dennis, recommended for appointment today meets the membership requirements. The District Trustees, at their November 8, 2017 meeting, voted to support Ms. Dennis' appointment. The District also voted to reappoint the four current members at their February 14, 2018 meeting.

Pursuant to Government Code sections 1778 and 1779 a Notice of Vacancy was posted from August 1, 2017 through August 15, 2017 for the reappointments and from January 11, 2018 through January 25, 2018 for the appointment and copies are on file with the Clerk of the Board.

ALTERNATIVES

The Board could choose not to make one, some, or all of the reappointments and/or the appointment; could direct staff to publish a new Notice of Vacancy; or could delay consideration to a future date.

OTHER AGENCY INVOLVEMENT

County Counsel reviewed the recommendation. The Pine Grove Cemetery District Board of Directors supports the recommendation.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Mr. Dunkle Resignation	8/15/2017	Mr. Dunkle Resignation
Mr. Dunkle Resignation Accepted Minutes	8/15/2017	Mr. Dunkle Resignation Accepted Minutes
District Minutes Support Dennis	1/25/2018	District Minutes Support Dennis
Dennis Requirements Letter	2/15/2018	Dennis Requirements Letter
District Minutes Support Reappointments	2/15/2018	District Minutes Support Reappointments

Jerry Dunckel
POB 309
McArthur, CA 96056

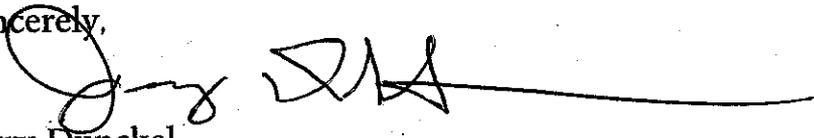
April 28, 2017

Board of Directors
Pine Grove Cemetery District
McArthur, CA 96056

Dear Board Members,

Effective May 1, 2017, I regretfully resign from the cemetery board. I will be moving out of the area soon and cannot continue my obligations as a Director. I have enjoyed my short time with the board and wish you continued success serving the community.

Sincerely,


Jerry Dunckel

Pine Grove Cemetery District
P. O. Box 311
McArthur, CA 96056

MINUTES
June 21, 2017

The Pine Grove Cemetery District Board of Trustees meeting was called to order at 4:02 PM by Chairperson Arleen Earnest. The following people were present: Directors, Robert Dye, Calvin Carpenter, Marlene Van Staaveren and Manager Kelly Shuler. Absent: None Guests: Bud Hendricks.

Public Comments: Bud recommends keeping Don on this year because he knows the system and is a great worker.

Minutes of Previous Meeting: Robert Dye moved Calvin Carpenter seconded to approve the May 17 minutes. Motion carried.

Bills and Deposits: The Board was given a list of the bills that have been paid online by Kelly Shuler and Arleen Earnest since the May17 meeting that totaled \$2,397.86 (\$1600.00-expansion). Marlene Van Staaveren moved Robert Dye seconded to approve the bills. Motion carried.

Review of Time/Journal Cards: Done

Review of Month-End Report: Done

Comments of Board Members: Marlene Van Staaveren revisited Bud's comments.

Manager's Report: See attached.

* **Board Director Resignation:** Calvin Carpenter moved Marlene Van Staaveren seconded to accept Jerry Dunckel's resignation letter. Motion carried.

Budget Amendment: Calvin Carpenter moved Marlene Van Staaveren seconded to make two amendments to the budget:

1. Recognize the contribution of \$5,000.00 from Shasta Co. in the 563710 account and increasing the Prof. & Special services acct.-034800 to \$6,900.00
2. Transfer \$4,000.00 of revenue from the opening/Closing acct.-692961 into the Utilities acct.-036100.

Motion carried.

Fall River Cemetery/LAFCo: Final approval should be granted June 22, 2017.

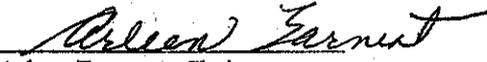
Land Expansion Project Update The wrought iron fencing finished and solar project still in progress.

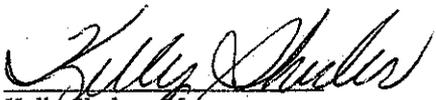
Cemetery Price Sheet : Robert Dye moved Calvin Carpenter seconded to accept a new price sheet that reflects the merging of Fall River Cemetery District. The new price list will become effective August 1, 2017. Motion carried.

Items for next Month's meeting: 2017/2018 budget, vacancy announcement, Cemetery District Consolidation.

Adjournment: Next regular meeting July12, 2017 4PM. Meeting adjourned 5:55 PM.

Respectfully submitted,


Arleen Earnest -- Chairperson


Kelly Shuler - Manager

Pine Grove Cemetery District
P. O. Box 311
McArthur, CA 96056

MINUTES
Nov. 08, 2017

1. The Pine Grove Cemetery District Board of Trustees meeting was called to order at 4:00 PM by Chairperson Arleen Earnest. The following people were present: Directors: Calvin Carpenter, Marlene Van Staaveren, Robert Dye, and employee, Kelly Shuler. Guests: none.
2. **Additions or Corrections:** Change Item #13 to an Action item.
3. **Public comments:** none
4. **Minutes of Previous Meeting:** Robert Dye moved Marlene Van Staaveren seconded to approve the Oct. 11, 2017 minutes. Motion carried.
5. **Bills and Deposits:** The Board was given a list of the bills that have been paid online by Kelly Shuler and Arleen Earnest since the Oct. 11, 2017 meeting that totaled \$3,841.60. Marlene Van Staaveren moved Calvin Carpenter seconded to approve the bills. Motion carried.
6. **Review of Month-End Report:** Done
7. **Review of Time:** Done
8. **Comments of Board Members:** none
9. **Manager's Report:** See attached.
10. **Audit Report Acceptance:** Marlene Van Staaveren moved Calvin Carpenter seconded to accept the 16/17 audit report by Charles Pillon. Motion carried.
11. **Adopt Capitalization Limit:** Calvin Carpenter moved Robert Dye seconded to adopt a \$2500.00 capital limit as suggested by auditor. Motion carried.
12. **Land Acquisition Fund Transfer:** Marlene Van Staaveren moved Calvin Carpenter seconded to transfer \$10,000.00 from Land Acquisition Account-00410 into Operating Account 00408-061000(Capital Asset & Bldg.Improvement) to pay for new pump at Fall River Cemetery. Motion carried.
13. **Board Vacancy:** Robert Dye moved Marlene Van Staaveren seconded to nominate Fall River Mills resident Debbie Dennis to fill the vacancy left by Jerry Dunckel and to begin the process of Shasta County approval. Motion carried.
14. **Brochure:** ongoing
15. **Items for next Month's meeting:** review of 2017. (no meeting in December)
16. **Adjournment:** Next regular meeting January 10, 2018 4PM. Meeting adjourned 4:55 PM.

Respectfully submitted,

Arleen Earnest – Chairperson

Kelly Shuler - Manager

Pine Grove Cemetery District

Tel. #- (530) 336-6551 P.O. Box 311, 44631 HWY 299E, McArthur, CA 96056
pgcemetery@frontier.com

February 12, 2018

Dear Shasta County Board of Supervisors,

Debbie Dennis would like to become a Pine Grove Cemetery District Board member and replace the position vacated by Jerry Dunckel. She has met the following qualifications to become a board member:

1. Expressing interest in serving on our board
2. A voting citizen within our District
3. Residing within the District boundaries.

We look forward to her service on the Pine Grove Cemetery District Board.

Sincerely,



Kelly Shuler
Pine Grove Cemetery District Manager

PINE GROVE CEMETERY DISTRICT
P. O. Box 311
McARTHUR, CA 96056

MINUTES

February 14, 2018

1. The Pine Grove Cemetery District Board of Trustees meeting was called to order at 4:00 PM by Chairperson Arleen Earnest. The following people were present: Directors: Calvin Carpenter, Marlene Van Staaveren, Robert Dye, and Manager, Kelly Shuler. Guests: Debbie Dennis
2. **Additions or Corrections:** addition to # 10 to add existing board Member Term Limits.
3. **Public comments:** none
4. **Minutes of Previous Meeting :(Action)** Robert Dye moved Marlene Van Staaveren seconded to approve the January 24, 2017 minutes. Motion carried.
5. **Bills and Deposits: (Action)** The Board was given a list of the bills that have been paid online by Kelly Shuler and Arleen Earnest since the January 24, 2017 meeting that totaled \$401.95 Calvin Carpenter moved Marlene Van Staaveren seconded to approve the bills. Motion carried.
6. **Review of Month-End Report:** Done
7. **Review of Time:** Done
8. **Comments of Board Members:** Arleen congratulated the board on their ongoing good ideas and patience throughout. She has enjoyed her time on the Board.
9. **Manager's Report:** See attached.
10. **Election of Board Chair (and existing board Member term Limits)(Action)** Calvin Carpenter moved to nominate Marlene Van Staaveren to become new Board Chair Robert Dye seconded. Motion carried. Arleen Earnest moved to approve the following board members for the following term limits: Calvin Carpenter and Arleen Earnest- March 2020, Robert Dye-March 2021, Marlene Van Staaveren-March 2022. Robert Dye seconded. Motion carried.
11. **Board Vacancy Up Date:** Shasta County in progress of putting Board member nomination on County Board of Supervisor agenda and updating terms for members.
12. **Expansion Report** Done
13. **Cemetery/Personnel Policy Review:** Board members given rough drafts of each will discuss at next meeting.
14. **Cemetery Calendar:** Discussed particular items of interest to highlight for each month, will vote to approve next month
15. **Brochure: ongoing**
16. **Items for next Month's meeting:** review Expansion budget, plan field trip for Fall River, Dana, and Winters Cemetery, revisit Board meeting day/time, vote on back-up bill pay board member.
17. Arleen Earnest submitted letter of resignation effective immediately.
18. **Adjournment:** Next regular meeting March 14, 2018 4PM. Meeting adjourned 5:03 PM.

Respectfully submitted,

Marleen Van Staaveren – Chairperson

Kelly Shuler - Manager

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - General Government-5.

SUBJECT:

PSA2AAA Advisory Council Appointment

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 Richard Kern to the Planning and Service Area (PSA) 2 Area Agency on Aging-Advisory Council to a term to February 2022.

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 - Advisory Council is a 20 member advisory body, comprised of four members from each of the five counties previously mentioned, serving a term of four years, which: (1) provides information, guidance, advice and support to the Executive Board; (2) provides input into the development, coordination, and administration of services to older persons; (3) serves as a link between the Executive Board and the local elderly community; and (4) acts as an advocate to all seniors in the service area.

There is one vacancy on the Advisory Council to be appointed by the Shasta County Board of Supervisors. Membership is encouraged to be comprised of, but is not limited to: persons age 60 or older; a maximum of two PSA 2 Area Agency on Aging service providers per county; persons reflecting the target population, including persons age 75 or older, low-income, minorities, and lesbian, gay, bisexual, and transgendered; persons who represent the interests of the disabled; persons with leadership experience in the private and volunteer sectors; health care providers; local elected officials; and family caregivers.

The Notice of Vacancy was posted January 29, 2018 through February 9, 2018 and is on file with the Clerk of the Board.

There were two applications submitted and both were considered by the other Advisory Council and Commission on Aging, Shasta County members; Mr. Kern's appointment was recommended. The Executive Board supports the appointment of Mr. Kern. Mr. Kern meets membership requirements. Subsequent to Board action today, the other applicant will be personally contacted and encouraged to continue to attend PSA2AAA meetings.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

The PSA2AAA Executive Board supports the recommendation. The PSA2AAA Advisory Council and Commission on Aging, Shasta members, 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
Kern Application	1/25/2018	Kern Application

RECEIVED

JAN 16 2018

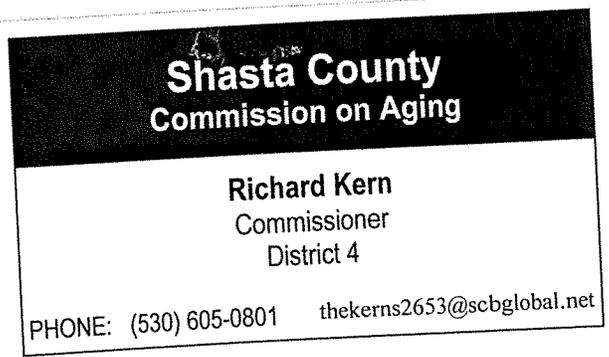
PSA 2 AREA AGENCY ON AGING CLERK OF THE BOARD
ADVISORY COUNCIL PROFILE / APPLICATION

NAME RICHARD KERN TELEPHONE [REDACTED]
ADDRESS [REDACTED] CITY & ZIP SHASTA LAKE 96019
EMAIL [REDACTED] FAX NUMBER _____

1. Briefly summarize your involvement in senior activities (Community involvement, Senior Organizations, Community Activities or memberships, etc.).
SHASTA COUNTY COMMISSION ON Aging.
DISTRICT 2 COMMANDER AMERICAN LEGION
VOLUNTEER NIXE CHANNEL 9 PBS

2. List other specialized education and/or experience with which you have been involved which would contribute to this organization.
CITY COUNCILMAN FOR CITY OF SHASTA LAKE

3. Additional comments:



Applicants Signature: [Signature]

Date: 1-12-18

Feel free to attach additional pages.

DEMOGRAPHIC PROFILE

Name: RICHARD KERN

In an effort to meet Federal and State Regulations, please complete this questionnaire which helps to capture and identify the diversity of the Advisory Council's membership. Your voluntary response is greatly appreciated.

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

AGE:

- Under 60
- 60+
- 75+

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

RACE/ETHNIC COMPOSITION:

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

Date: 1-12-18

Signature: _____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - General Government-6.

SUBJECT:

1/30 and 2/6 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 meetings held on January 30, 2018 and February 6, 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
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Draft 1-30-18 Minutes
Draft 2-6-18 Minutes

2/22/2018
2/22/2018

Draft 1-30-18 Minutes
Draft 2-6-18 Minutes

January 30, 2018

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, January 30, 2018

REGULAR MEETING

9:00 a.m. : Chairman Kehoe 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

INVOCATION

Invocation was given by Pastor Eric Johnson, Bethel Church.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

AGRITOURISM IN SHASTA COUNTY

The Board received a report on agritourism in Shasta County from Resource Management Director Richard Simon. Mr. Simon presented two phases proposed by the department, the first being in line with current county code and the second being an expansion.

In response to questions by Supervisor Rickert, Mr. Simon stated temporary use of donated properties for overnight stays could be addressed in the proposed ordinance.

In response to questions by Supervisor Moty, Mr. Simon said a gathering of family and friends on occasion would not be impacted.

In response to questions by Supervisor Morgan, Mr. Simon confirmed rezoning properties does have an impact on staff time which is offset by collecting rezoning fees associated with rezoning a property.

In response to questions by Supervisor Kehoe, Mr. Simon stated the objective in implementing agribusiness initiative is up to the Board to define and an ordinance would facilitate various levels of agricultural activity in a more efficient way.

January 30, 2018

In response to questions by Supervisor Moty, Mr. Simon confirmed one-time use permits are covered under existing code as an assemblage of people, for occasional one-time events.

Supervisor Moty requested staff to keep the process simple, easy to understand, to keep costs down and to provide for the consideration of others.

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018
In response to questions by Supervisor Moty, Mr. Simon confirmed there is one business has entered a rezoning process that would be affected by the proposed ordinance. He recommended that if the Board is interested in establishing expanded commercialized permanent improvements of structures for events to occur on a regular basis that it would take additional staff time and research to bring a report back to the Board.

In response to questions by Supervisor Baugh, Mr. Simon confirmed the \$20,000 recommended cost, is a cumulative cost for both phases.

In response to questions by Supervisor Baugh, County Counsel Rubin E. Cruse, Jr. clarified that a motion indicating the Board's direction would be needed to move forward.

Supervisor Moty motioned that staff move forward on Phase One, incorporate Phase Two as reasonable for the department, and that additional funding issues be brought forward for Board consideration.

In response to questions by Supervisor Kehoe, Mr. Simon stated the anticipated timeline for completion of Phase One draft language, and proposal for Phase Two would be six months.

Supervisor Moty requested staff to bring back Phase Two in four months.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors provided the following direction to staff regarding development of a County-wide agritourism ordinance: bring Phase One draft language, a proposal for Phase Two, and any additional funding issues for Board consideration in four months.

PUBLIC COMMENT PERIOD - OPEN TIME

Monique Welin spoke regarding concerns in Shasta County.

ITEMS PULLED FROM CONSENT CALENDAR

Chairman Baugh noted that the items regarding the Shasta Community health Center and the Del Norte County Jail Facilities were pulled for discussion by Supervisor Kehoe.

CONSENT CALENDAR

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

Approved and authorized the Chairman to sign the County Claims List in the amount of \$51.70, as submitted. (Auditor-Controller)

Approved and authorized the Chairman to sign a retroactive amendment, effective January 1, 2018, to the agreement with The Law Office of Aaron Williams, Inc. to add a provision for a one-time payment of \$145,668.29 to provide conflict indigent defense services for cases outstanding as of January 1, 2018. (Administrative Office)

January 30, 2018

Took the following actions regarding the 2018 calendar year Airport Land Use Commission: reappointed Supervisor Les Baugh and Supervisor Steve Morgan as Members; and reappointed Supervisor Leonard Moty as the Alternate. (Clerk of the Board)

Adopted Resolution No. 2018-09 and Resolution No. 2018-010 which formally notifies the California Public Employees' Retirement System (CalPERS) of the County of Shasta's desire to obtain for its employees and annuitants who are members of the Non-PERS Elected Department Head and Non-PERS Board of Supervisors groups, the benefit of the Public Employee's Medical and Hospital Care Act (Act) and to accept the liabilities and obligations of an employer under the Act. (Support Services-Personnel)

(See Resolution Book No. 60)

Adopted Salary Resolution No. 1524, effective February 4, 2018, which adds 1.0 Full Time Equivalent Staff Services Analyst I/II position in the Housing and Community Action Program budget. (Support Services-Personnel)

(See Salary Resolution Book)

Took the following actions: approved and authorized the Chairman to sign: a retroactive revenue agreement, #17-94162, with California Department of Health Care Services in an amount not to exceed \$4,343,931 to provide substance abuse prevention and treatment services for the period July 1, 2017 through June 30, 2020; the Certification Regarding Lobbying; the California Civil Rights Laws Certification; and the Contractor Certification Clauses Form; and approved and authorized the Director of the Health and Human Services Agency (HHS), or any HHS Branch Director designated by the HHS Director, to sign prospective and retroactive amendments to the agreement that result in a change in compensation of no more than \$144,798 per fiscal year and other related documents 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*. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign a retroactive renewal agreement with the Shasta County Office of Education in an amount not to exceed \$39,268 per fiscal year to provide foster youth education services to eligible youth in foster care or in the Juvenile Rehabilitation Facility for the period July 1, 2017 through June 30, 2020. (Health and Human Services Agency-Children's Services)

Took the following actions: approved and authorized the: Chairman to sign a retroactive revenue agreement with the City of Redding in an amount not to exceed \$20,000 to administer Homeless Continuum of Care activities for the period January 1, 2018 through June 30, 2019; and Director of Housing and Community Action Programs to sign the expense reimbursement request and progress reporting forms and anti-lobbying certification required for participation in the program; and approved a budget amendment increasing revenue and appropriations by \$36,000 in the Community Action Agency budget. (Housing and Community Action Programs)

Adopted Resolution No. 2018-011 which designates authorized agents for the purpose of obtaining funding through the Homeland Security Grant Programs for Federal Fiscal Year 2018. (Health and Human Services Agency-Public Health)

(See Resolution Book No. 60)

Took the following actions: approved and authorized the Chief Probation Officer to sign a retroactive amendment, effective July 1, 2017, to the Proud Parenting Program (Program) revenue grant agreement with the Board of State and Community Corrections increasing the total compensation by \$30,341 (to a new total not to exceed \$149,626) to improve parenting skills and pregnancy health of offenders retaining the end date of June 30, 2018; and approved a budget amendment increasing appropriations by \$20,285 in the Public Defender's budget offset by a commensurate cost-applied revenue amount from Probation's budget to hire an Extra Help Social Worker to help implement the Program. (Probation/Public Defender/Health and Human Services Agency-Business and Support Services)

January 30, 2018

Approved and authorized the Public Works Director to sign a Notice of Completion for the "Jail Boiler Replacement," Contract No. 610460, and record it within 15 days of actual completion of the work. (Public Works)

ACTION ON ITEMS PULLED FROM CONSENT CALENDAR

AGREEMENT: SHASTA COMMUNITY HEALTH CENTER (SCHC)

TRANSFER OF NALOXONE TO SCHC

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018

Health and Human Services Agency Public Health Deputy Director Brandy Isola and Health Officer Dr. Andrew Deckert provided a report on preventing and mitigating harm from opioid use in Shasta County. They spoke on collaboration with NoRxAbuse and the District Attorney and local law enforcement drug take back efforts. Dr. Deckert reported over the past few years there has been a 15% decrease in the rate of opioid prescriptions in Shasta County per 1,000 residents; a 20% decrease in combined prescribing to the same person of opioids and antianxiety drugs, which are a fatal combination; a 30% decrease in opioid related deaths; and a 90% decrease in "doctor shopping," where a patient receives five or more prescriptions from different doctors.

In response to questions by Supervisor Kehoe, Dr. Deckert stated the reason why opioid abuse in Shasta County is double the state rate is complex, and fifteen North State counties have double the state rate. Dr. Deckert reported that associated with opioid use Shasta County has a higher disability rate and a higher population that is white. Dr. Deckert reported 62% of opioid prescriptions are paid for by private insurance, while 5% are paid for by Medi-Cal. Dr. Deckert reported Shasta County also has higher marijuana use, more alcohol-related deaths, and identified a need to address the underlying issues of addiction of physical and emotional pain and adverse childhood experiences.

In response to questions by Supervisor Moty, Dr. Deckert advised that the City of Redding has a police officer who is a Registered Nurse and conducts their own training, which is required to be approved by the local Emergency Medical Services authority.

By motion made, seconded (Kehoe/Moty), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an agreement with the Shasta Community Health Center (SCHC) at no compensation to transfer up to 415 boxes of naloxone to SCHC to distribute to individuals at high risk of opioid overdose, their household members, or others at high-risk of opioid overdose for a period of two years effective date of signing. (Health and Human Services Agency-Public Health)

AGREEMENT: DEL NORTE COUNTY

SHASTA COUNTY INMATES IN THE DEL NORTE COUNTY JAIL FACILITIES

Sheriff Captain Dave Kent provided a report on jail bed space. Captain Kent reported sending non-serious, non-sexual, non-violent offenders to other counties alleviates the amount of jail bed space locally and costs \$80 per day, whereas the approximate cost per day in Shasta County is \$109.

In response to questions by Supervisor Kehoe, Captain Kent stated in Fiscal Year (FY) 2016-17, sending 134 inmates out of county, saved \$163,000. Captain Kent reported in the FY 2017-18 42 inmates have been sent out of county saving approximately \$20,000.

In response to questions by Supervisor Kehoe, Captain Kent advised 80% of persons in jail are unsentenced and cannot be sent to alternative custody out of county because of convenience of access to counsel and court; of the remaining 20%, about 25% are eligible for alternative custody. County Counsel Rubin E. Cruse, Jr. stated the law also precludes sending unsentenced persons out of county and local authorities can only contract for out of county jail space for sentenced individuals.

January 30, 2018

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an agreement with Del Norte County in an amount of not less than \$80 per day per inmate (total compensation not to exceed \$400,000) to house Shasta County inmates in the Del Norte County Jail Facilities from the date of signing through February 28, 2020, with two automatic one-year renewals. (Sheriff-Jail)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees had no legislative update.

Supervisor Morgan recently attended a Youth Violence Prevention Coordinating Council meeting.

Supervisor Kehoe recently attended an Oversight Board of the Successor Agency to the Redding Redevelopment Agency meeting.

Supervisor Baugh recently attended an Oversight Board of the Successor Agency to the Anderson Redevelopment Agency meeting.

By consensus, the Board of Supervisors directed staff to research surrounding counties sending their homeless population to Shasta County.

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.

Supervisors reported on issues of countywide interest.

SCHEDULED HEARINGS

HOUSING AND COMMUNITY ACTION PROGRAMS

COMMUNITY DEVELOPMENT BLOCK GRANT

This was the time set aside to conduct a public regarding the Community Development Block Grant Program Income Reuse. Director of Housing and Community Action Programs Laura Burch presented a staff report. The Notice of Hearing and the Notice of Publication are on file with the Clerk of the Board.

The public hearing was opened, at which time no one spoke for or against the matter, and the public hearing was closed.

By consensus, The Board of Supervisors directed staff to continue developing a plan regarding the Community Development Block Grant Program Income Reuse to be considered at a later date.

January 30, 2018

CLOSED SESSION ANNOUNCEMENT

Chairman Baugh announced that the Board of Supervisors would recess to a Closed Session to take the following actions:

Confer with legal counsel to discuss existing litigation entitled Conservatorship of Lee C. and County of Tehama, et al. v. Betty Yee, et al. , pursuant to Government Code section 54956.9, subdivision (d), paragraph (1); and

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018

Confer with legal counsel to discuss one case of anticipated litigation, pursuant to Government Code section 54956.9, subdivision (d), paragraph (4) [*initiation of litigation*].

10:23 a.m.: The Board of Supervisors recessed to Closed Session.

10:51 a.m.: The Board of Supervisors recessed from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

REPORT OF CLOSED SESSION ACTIONS

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss existing and anticipated litigation; however, no reportable action was taken.

10:52 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

February 6, 2018

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, February 6, 2018

REGULAR MEETING

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018

9:00 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
Administrative Board Clerk - Kristin Gulling-Smith

INVOCATION

Invocation was given by Pastor Paul Schmidt, Liberty Hill Christian Church.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

FEBRUARY 2018 EMPLOYEE OF THE MONTH
DEPARTMENT OF PUBLIC WORKS
ASSOCIATE ENGINEER CHARLEEN BEARD
RESOLUTION NO. 2018-012

At the recommendation of Public Works Director Pat Minturn, by motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-012 which recognizes Shasta County Department of Public Works Associate Engineer, Charleen Beard, as Shasta County's Employee of the Month for February 2018.

(See Resolution Book No. 60)

February 6, 2018

2-1-1 AWARENESS MONTH

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation which designates February 2018 as “2-1-1 Awareness Month” in Shasta County (Supervisor Moty). Health and Human Services Agency Director Donnell Ewert and United Way of Northern California Executive Director Larry Olmsted were present to receive the proclamation.

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018

PUBLIC COMMENT PERIOD - OPEN TIME

Dean True, to honor President Abraham Lincoln’s birthday on February 12th, presented the Gettysburg Address.

Monique Welin spoke regarding mental health services in Shasta County

ITEMS PULLED FROM CONSENT CALENDAR

Chairman Baugh noted that the items regarding the Planning and Service Area (PSA) 2 Area Agency on Aging-Executive Board appointment (Supervisor Morgan), the agreement with Victor Treatment Centers, Inc. (Supervisor Rickert), and the Memorandum of Understanding with the City of Redding (Supervisor Kehoe) had been pulled for discussion.

CONSENT CALENDAR

By motion made, seconded (Morgan/Kehoe), and unanimously carried (except for the contract with Remi Vista noted below where Supervisor Rickert recused from the vote), the Board of Supervisors took the following actions, which were listed on the Consent Calendar, as amended:

Received and approved the Chairman’s appointments and liaison assignments for the calendar year 2018 as follows:

Supervisor Kehoe, District 1

- County Functional Area - Health and Human Services, Veterans Affairs
- CSAC Committee - Health and Human Services
- Shasta Regional Transportation Agency (SRTA)
- Redding Area Bus Authority (RABA)
- Air Pollution Control Board
- Oversight Board of the Successor Agency to the Redding Redevelopment Agency
- Mental Health, Alcohol and Drug Advisory Board
- Local Agency Formation Commission (LAFCO)
- Indian Gaming Local Community Benefit Committee
- Community Action Board
- Emergency Food and Shelter Program

Supervisor Moty, District 2

- County Functional Area - Veterans Affairs
- CSAC Committee - Administration of Justice
- Shasta Regional Transportation Agency (SRTA)

February 6, 2018

Supervisor Moty, District 2, (Continued)

Air Pollution Control Board
California State Association of Counties (CSAC)
Sacramento River Forum
Northern Sacramento Valley Integrated Regional Water Management Governing Board
Sierra-Sacramento Valley Emergency Medical System Board
BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018
Deferred Compensation Advisory Committee
Airport Land Use Commission (ALUC), Alternate
Indian Gaming Local Community Benefit Committee, Alternate
Northern California Water Association Governing Board, Alternate
Redding Area Water Council Policy Advisory Committee, Alternate
Enterprise-Anderson Groundwater Sustainability Agency, Director

Supervisor Rickert, District 3

County Functional Area - Administration of Justice
CSAC Committee - Agricultural and Natural Resources
Shasta Regional Transportation Agency (SRTA)
Indian Gaming Local Community Benefit Committee
Redding Area Water Council Policy Advisory Committee (Water Agency appointment)
Northern California Water Association Governing Board (Water Agency appointment)
Fire Safe Council
Superior California Economic Development District (SCEDD), Alternate
Air Pollution Control Board, Alternate
Local Agency Formation Commission (LAFCO), Alternate
Rural County Representatives of California (RCRC), Alternate
Sacramento River Forum, Alternate
Sierra-Sacramento Valley Emergency Medical System Board, Alternate
Golden State Finance Authority, Alternate
Sustainable Forest Action Coalition
Sierra Nevada Conservancy Appointee

Supervisor Morgan, District 4

County Functional Area - General Government
CSAC Committee - Housing, Land Use, and Transportation
Oversight Board of the Successor Agency to the Shasta Lake Redevelopment Agency
Airport Land Use Commission
Remote Access Network Board
Youth Violence Prevention Coordinating Council
Shasta Children and Families Commission
Superior California Economic Development District (SCEDD)
Community Action Board
Fire Department Qualifications Review Commission
Emergency Food and Shelter Program
Shasta Regional Transportation Agency (SRTA), Alternate
Area Agency on Aging, PSA 2, Executive Board
Air Pollution Control Board, Alternate
Northern Rural Training and Employment Consortium Governing Board (NoRTEC), Alternate

Supervisor Baugh, District 5

County Functional Area – Land Use
CSAC Committee – Government Finance and Operations
Rural County Representatives of California (RCRC)
Golden State Finance Authority

February 6, 2018

Supervisor Baugh, District 5, (Continued)

Area Agency on Aging, PSA 2, Executive Board
Oversight Board of the Successor Agency to the Anderson Redevelopment Agency
Air Pollution Control Board
Local Agency Formation Commission (LAFCO)
Airport Land Use Commission (ALUC)
Fire Safe Council

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018

Northern Rural Training and Employment Consortium Governing Board (NoRTEC)
Environmental Services Joint Power Authority (Public Works Director Pat Minturn, Alternate)
Shasta Regional Transportation Agency (SRTA), Alternate
Redding Area Bus Authority (RABA), Alternate
Mental Health, Alcohol and Drug Advisory Board, Alternate
California State Association of Counties (CSAC), Alternate
Enterprise-Anderson Groundwater Sustainability Agency, Alternate

(Clerk of the Board)

Took the following actions regarding the Buckeye Fire Protection District Board of Directors: Reappointed Fred M. Braun and Michael Smith to terms to December 2021; and appointed Angie Wagner and Nicholas Braun to terms to December 2021. (Clerk of the Board)

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

Approved the minutes of the meeting held on January 23, 2018, as submitted. (Clerk of the Board)

Approved and authorized 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. (Health and Human Services Agency-Adult Services)

Approved and authorized 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. Supervisor Rickert recused herself from voting on the agreement with Remi Vista due to her acting as a landlord of the company. (Health and Human Services Agency-Children's Services)

Took the following actions: Approved and authorized 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 approved and authorized 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*. (Health and Human Services Agency-Children's Services)

February 6, 2018

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018

Took the following actions: Awarded the bid to and authorized 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); authorized 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 approved 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. (Sheriff)

Approved and authorized 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. (Public Works)

Approved and authorized 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: On-Call Environmental Services; Bear Mountain Road at Deep Hole Creek Bridge Replacement; Deschutes Road Widening; Riverland Drive Widening; and 2017 Storm Damage Projects. (Public Works)

Took the following actions regarding the "Public Defender/Adult Probation Roofing Project," Contract No. 610435: Awarded to the low bidder, MCM Roofing Company, Inc., on a lump sum basis in the amount of \$267,598; approved a budget amendment increasing appropriations and revenue by \$225,000 in the Land Buildings and Improvement budget; approved a budget amendment increasing appropriations and revenue by \$161,067 in the Public Defender budget; approved a budget amendment increasing appropriations and revenue by \$63,933 in the Probation Adult budget; and approved a budget amendment increasing appropriations by \$225,000 in the Accumulated Capital Outlay budget, offset with the use of fund balance. (Public Works)

Took the following actions regarding the "Gas Point Road Widening Project," Contract No. 702976: Approved and authorized the Chairman to sign right-of-way contracts with: 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; 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 accepted two Easement Deeds conveying the right-of-way parcels. (Public Works)

Took the following actions regarding the "HHS Access Control System Project," Contract No. 610487: Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301, Class 1-Existing Facilities; approved plans and specifications and direct the Public Works Director to advertise for bids; and authorized opening of bids on or after Thursday, March 8, 2018, at 11:00 a.m. (Public Works)

Took the following actions: approved and authorized 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 approved and authorized 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*. (Information Technology)

February 6, 2018

ACTION ON ITEMS PULLED FROM CONSENT CALENDAR

**APPOINTMENT: ANN MORNINGSTAR AS COUNTY REPRESENTATIVE-ALTERNATE
PLANNING AND SERVICE AREA (PSA) 2 AREA AGENCY ON AGING**

EXECUTIVE BOARD

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors appointed Ann Morningstar as a County Representative-Alternate to the Planning and Service Area (PSA) 2 Area Agency on Aging-Executive Board. (Clerk of the Board)

**AGREEMENT: VICTOR TREATMENT CENTERS, INC.
SPECIALTY MENTAL HEALTH SERVICES**

In response to questions by Supervisor Rickert, Health and Human Services Agency Children's Services Branch Director Dianna Wagner reported during the past three years the program averages annually approximately 30 group or therapeutic home placements. Ms. Wagner reported over the past three years there has been an increase of placements with Victor Treatment Centers as a result of Assembly Bill (AB) 403, Continuum of Care Reform legislation, that aims to ensure foster youth are served within the community they are from. Efforts are being made to bring foster youth from higher placements back to Shasta County. Additionally, Ms. Wagner reported an increase in placements resulting from AB 1299, Presumptive Transfer legislation, that was created to ensure foster youth receive mental health services needed to improve mental health and well-being, because Shasta County is a net receiving county, receiving more foster youth than are sent out.

In response to questions by Supervisor Rickert, Ms. Wagner stated the County of original jurisdiction continues to pay the board and care for placement of child; if they choose a presumptive transfer, mental health services would be transferred to Shasta County.

In response to questions by Supervisor Rickert, Ms. Wagner confirmed the goal for children placed in group or therapeutic homes is to return to the original county of jurisdiction.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors approved and authorized 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. (Health and Human Services Agency-Children's Services)

**MEMORANDUM OF UNDERSTANDING: CITY OF REDDING
COMMUNITY PROSECUTION PROGRAM**

District Attorney Stephanie Bridget reported on the Memorandum of Understanding and recommended approval. DA Bridget stated county and city leaders are coming together to find solutions to public safety.

In response to questions by Supervisor Kehoe, DA Bridget anticipates between 2,000 to 3,000 cases will be able to be reviewed as a result of the program.

In response to questions by Supervisor Rickert, DA Bridget reported a recruitment has been conducted and applications have been received.

February 6, 2018

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors approved and authorized 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. (District Attorney)

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018
9:40 a.m.: The Shasta County Board of Supervisors recessed and convened as the Shasta County Water Agency.

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

SHASTA COUNTY WATER AGENCY

By motion made, seconded (Morgan/Rickert), and unanimously carried, received and approved the Chairman's appointment to the Redding Area Water Council Policy Advisory Committee for the year 2018. (Clerk of the Board)

9:41 a.m.: The Shasta County Water Agency adjourned and reconvened as the Shasta County Board of Supervisors.

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including a Fiscal Year 2018-19 Budget meeting with Shasta County department heads and financial staff, and advised he will present a mid-year report at the next Board meeting. CEO Lees reported public safety and mental health spending are on target to be spent and remain a priority, with the public safety budget totaling approximately \$86 million and the mental health budget totaling approximately \$29 million.

Supervisor Morgan recently attended Community Action Board and Airport Land Use Commission meetings.

Supervisor Moty recently attended a California State Association of Counties meeting.

Supervisor Rickert recently attended a Local Agency Formation Commission meeting.

Supervisor Baugh recently attended Local Agency Formation Commission and Airport Land Use Commission meetings.

Supervisors reported on issues of countywide interest.

February 6, 2018

CLERK OF THE BOARD

RESOLUTION NO. 2018-013

SENATE BILL 54

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018
County Counsel Rubin E. Cruse, Jr. gave a staff report on Senate Bill (SB) 54, California's sanctuary state law, and stated this matter was brought back before the Board from the Board's direction given on December 12, 2017.

In response to questions by Supervisor Kehoe, Counsel Cruse stated the difference between a resolution and ordinance: an ordinance is a local law, whereas a resolution is a policy decision which does not have the force of the law.

Ann Muir Corrin, Trent Copland, George Koen, Don Yost, Martha Leard, Lee Macey, Judith Satter, Paul Findlay, Katrina Cantrell, Laurie O'Connell, Kyle Dafoer, Missy McArther, David Robbins, Pam Crowe, and Robert Belgeri expressed concerns regarding the proposed resolution.

Chet Szymansk, Bob Holsinger, Baron Browning, Glenn Morris, Kay Wilson, Sally Rapoza, Terry Rapoza, Barbara Keeling, Norman Brewer, and Donna Ellis expressed support for the proposed resolution.

In response to questions by Supervisor Baugh, Counsel Cruse clarified the legal authority behind SB 54.

In response to questions by Supervisor Baugh, Counsel Cruse confirmed the Board has many times opposed the policy decisions of Sacramento, which is acceptable; what the Board cannot do is say the county will refuse to comply with state law.

In response to questions by Supervisor Moty, Counsel Cruse confirmed that it is not always the case that federal law trumps state law; if a court determines the federal government has overstepped its bounds, it is able to strike down a federal law.

In response to questions by Supervisor Baugh, County Executive Officer (CEO) Larry Lees said he has no knowledge of Shasta County holding illegal immigrants.

In response to questions by Supervisor Moty, Sheriff Tom Bosenko stated he is sworn to follow and enforce the law unless a court order rules the law is invalid or unconstitutional.

In response to questions by Supervisor Moty, District Attorney Stephanie Bridgett stated her office does intend to follow the law, and that SB 54, having provisions for violent crimes, will not impact business.

In response to questions by Supervisor Kehoe, DA Bridgett stated the proposed resolution does not have any legal force and will not alter how the District Attorney, Sheriff, or local law enforcement conduct business.

In response to questions by Supervisor Morgan, Sheriff Bosenko stated if someone commits a violent crime, prosecution would be pursued according to law regardless of immigration status.

In response to questions by Supervisor Moty, Counsel Cruse clarified that the resolution will not change the legal situation that exists between Shasta County law enforcement and Immigration and Customs Enforcement (ICE). That relationship will be dictated by the restrictions that exist in SB 54.

February 6, 2018

In response to questions by Supervisor Baugh, Counsel Cruse advised that at the December 12, 2017, by consensus, the Board of Supervisors directed staff to provide a follow-up report and course of action to be presented to the Board at a future meeting.

Supervisor Morgan motioned to approve the resolution as submitted, and it was seconded by Supervisor Rickert.

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018
Supervisor Baugh called for a roll call vote as follows:

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

By motion made, seconded (Morgan/Rickert), and carried, the Board of Supervisors adopted Resolution No. 2018-013 which declares, in summary, that: Shasta County's policies comply with federal immigration laws; the County does not constitute a "sanctuary" jurisdiction; and 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. (Clerk of the Board)

(See Resolution Book No. 60)

11:30 a.m.: The Board of Supervisors recessed.

11:36 a.m.: The Board of Supervisors reconvened.

SUPPORT SERVICES-PERSONNEL

ORDINANCE NO. 495-19 **ELECTED OFFICIALS CONTRIBUTION TO MEDICAL PREMIUMS** **BOARD OF SUPERVISORS**

County Counsel Rubin E. Cruse, Jr. presented a staff report on the proposed ordinance.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors, as introduced on January 23, 2018, enacted Ordinance No. 495-19 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. (Clerk of the Board)

(See Ordinance No. 495 Salaries of Supervisors Book)

CONTRACT: COUNTY EXECUTIVE OFFICER

At the recommendation of Support Services-Personnel Director Angela Davis, and by motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors approved and authorized 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. (Support Services-Personnel)

February 6, 2018

CLOSED SESSION ANNOUNCEMENT

Chairman Baugh announced that the Board of Supervisors would recess to a Closed Session to take the following actions:

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018
Confer with legal counsel to discuss existing litigation entitled Everett Jewett, et al. v. Shasta County Sheriff's Department, et al., pursuant to Government Code section 54956.9, subdivision (d), paragraph (1).

11:45 a.m.: The Board of Supervisors recessed to Closed Session.

12:01 p.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

REPORT OF CLOSED SESSION ACTIONS

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss existing litigation; however, no reportable action was taken.

12:02 p.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - General Government-7.

SUBJECT:

Salary resolution which amends the Shasta County Position Allocation List.

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 General Fund Impact

RECOMMENDATION

Adopt a salary resolution, effective March 4, 2018, which amends the Shasta County Position Allocation List as follows: (1) Add 1.0 Full-Time Equivalent (FTE) Housing Rehabilitation Specialist I/II; and (2) add 1.0 FTE Clerk III in the Housing and Community Action Program budget.

SUMMARY

N/A

DISCUSSION

The Housing Rehabilitation Specialist I/II position has historically been filled by extra help staff, however due to increased business needs the department requires a full-time Housing Rehabilitation Specialist as well as the addition of a Clerk III.

ALTERNATIVES

The Board may choose to not approve the recommendation.

OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed and has the concurrence of the Director of Housing/Community Action Programs and the Director of Support Services. This recommendation has been reviewed by the County Administrative Office.

FINANCING

Funding for this position will be absorbed by the department's budget.

cc: Larry Lees, County Executive Officer
Julie Hope, Principal Administrative Analyst
Laura Burch, Director of Housing/Community Action Programs
Shelley Forbes, Assistant Director of Support Services
Kari Hallstrom, Personnel Analyst II
Melissa Merritt, Agency Staff Services Analyst II-Conf
Melissa Mansfield, Personnel Assistant-Conf
Linda Mekelburg, Personnel Assistant-Conf

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	2/20/2018	Salary Resolution

SALARY RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

BE IT RESOLVED that effective March 4, 2018, the following amendment is made to the Shasta County Position Allocation List for positions in County service:

HOUSING & COMM ACTION PROGRAM – Cost Center 543

<u>Footnotes</u>	<u>Classification Title</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
	Clerk III	1	1.0		UPEC	371	2417	3085
	Housing Rehabilitation Spec I or				UPEC	442	3418	4362
	Housing Rehabilitation Spec II	1	1.0		UPEC	467	3861	4928

DULY PASSED AND ADOPTED this 27th 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 27, 2018

CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

Second Amendment to the Agreement with Aurora Behavioral Healthcare-Santa Rosa, LLC.

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, 2016, to the agreement with Aurora Behavioral Healthcare – Santa Rosa, LLC for the provision of psychiatric inpatient hospitalization services to serve more clients and increase compensation to \$300,000 for County Fiscal Years 2016-17 and 2017-18 (for a new maximum compensation not to exceed \$700,000), retaining the term of July 1, 2015, through June 30, 2018.

SUMMARY

N/A

DISCUSSION

This second amendment will allow Shasta County to continue to purchase acute psychiatric inpatient services on a fee-for-service basis at Aurora Behavioral Healthcare – Santa Rosa, LLC. (Aurora) located in Santa Rosa, California, for Shasta County patients evaluated and referred by Shasta County clinical staff or designee. All services provided under the terms of the agreement must be preauthorized by Shasta County, or designee, and may be for either voluntary or involuntary placements. In addition to hospital room and board, the specific services purchased from Aurora include all medications, psychiatrist time, and laboratory work. Aurora bills the patient’s insurance, when applicable, and applies any payments to offset Shasta County costs. The services provided on a fee-for-service basis, means Shasta County is only obligated to pay for beds when a Shasta County resident utilizes the inpatient services at Aurora. Additionally, Aurora bills Medi-Cal for services provided to Medi-Cal beneficiaries. In addition to the provision of acute psychiatric inpatient hospitalization services for voluntary patients, Aurora is designated as a facility authorized to provide 72- hour involuntary treatment and evaluation under section 5150 of the Welfare and Institutions Code (WIC), as well as 14-day involuntary intensive treatment under WIC Section 5250. The increase in compensation is necessary due to higher than anticipated use of the facility. The retroactive nature of this second amendment is due to additional services being provided that were unanticipated by the department. This amendment will add additional funding to continue providing these critical services to clients.

ALTERNATIVES

The Board could choose not to approve the amendment, or to approve the amendment at a lesser amount

OTHER AGENCY INVOLVEMENT

County Counsel has approved the amendment as to form. Risk Management has approved the amendment.

FINANCING

The maximum amount of the agreement with Aurora is \$100,000 for Fiscal Year 2015-16, and \$300,000 per year for Fiscal Years 2016-17 and 2017-18. The agreement is fee-for-service and funds are only expended upon a Shasta County resident utilizing inpatient services at Aurora. Funds for the agreement and subsequent amendments were included in the Fiscal Year 2016-17 Adjusted Budget. Funds have been included in the 2017-18 Adopted Budget. There is no additional General Fund impact with the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
2nd Amendment	2/7/2018	2nd Amendment

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
AURORA BEHAVIORAL HEALTHCARE-SANTA ROSA LLC.**

This Second 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 Aurora Behavioral Healthcare-Santa Rosa, LLC., a California Limited Liability Company ("Provider").

RECITALS

WHEREAS, County and Provider have previously entered into an agreement on July 28, 2015, effective July 1, 2015, for the provision of healthcare services ("Agreement"); and

WHEREAS, County and Provider amended the Agreement on June 29, 2016 to replace EXHIBIT NO. 1 REIMBURSEMENT ADDENDUM, with EXHIBIT NO. 1.1 REIMBURSEMENT ADDENDUM; and

WHEREAS, County and Provider desire to amend this Agreement to replace EXHIBIT NO. 1.1 REIMBURSEMENT ADDENDUM, with EXHIBIT NO. 1.2 REIMBURSEMENT ADDENDUM, attached and incorporated herein, for the purpose of increasing compensation. All references in the original Agreement to EXHIBIT NO. 1 shall be construed as references to EXHIBIT NO. 1.2 from the effective date of the Second Amendment.

NOW, THEREFORE, the Agreement is amended as follows:

- I. EXHIBIT NO. 1.1 REIMBURSEMENT ADDENDUM, attached to the Agreement, is replaced with EXHIBIT No. 1.2 REIMBURSEMENT ADDENDUM, and is deemed incorporated in the Agreement as of the effective date of this Second Amendment. EXHIBIT 1.1 REIMBURSEMENT ADDENDUM to the Agreement is deemed superseded by EXHIBIT 1.2 REIMBURSEMENT ADDENDUM as of the effective date of this Second 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 Provider.

IV. EFFECTIVE DATE

Unless otherwise provided, this Second Amendment shall be deemed effective July 1, 2016.

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

COUNTY OF SHASTA

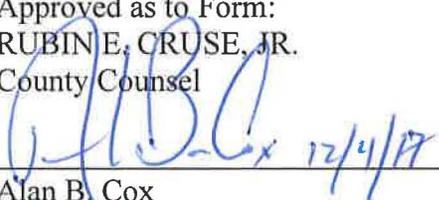
Date _____

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:
Lawrence G. Lees
Clerk of the Board

By: _____
Deputy

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



Alan B. Cox
Deputy County Counsel

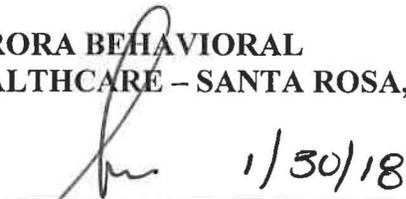
Risk Management Approved:



James Johnson
Risk Management Analyst

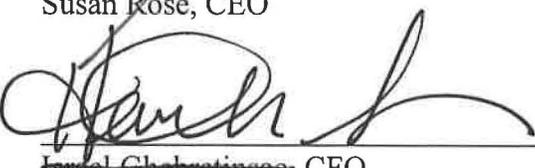
**AURORA BEHAVIORAL
HEALTHCARE – SANTA ROSA, LLC.**

Date 1/30/18



Susan Rose, CEO

Date 1-30-18



Heather Starr

**EXHIBIT NO. 1.2
REIMBURSEMENT ADDENDUM**

1. Provider Inpatient Service Reimbursement.

County shall pay Provider 100 percent of the following all-inclusive rates per day for admissions:

Services	FY 2015-16	FY 2016-17	FY 2017-18
Medi-Cal, Inpatient Acute (Adult)	\$1,149.54	\$1,230.00	\$1,255.00
Medi-Cal Inpatient Acute (Older Adult)	\$1,173.00	\$1,255.00	\$1,280.00
Medi-Cal Inpatient Acute (Child/Adolescent)	\$1,275.00	\$1,364.00	\$1,391.00
Medi-Cal Inpatient Administrative	\$ 663.00	\$ 663.00	\$ 676.00
Medi-Cal Inpatient Professional Fees- Day 1	\$ 127.50	\$ 127.50	\$ 135.05
Medi-Cal Inpatient Professional Fees- Ongoing	\$ 92.80	\$ 92.80	\$ 94.65
Short Doyle Inpatient Acute (Adult)	\$1,149.54	\$1,230.00	\$1,255.00
Short Doyle Inpatient Acute (Older Adult)	\$1,173.00	\$1,255.00	\$1,280.00
Short Doyle Inpatient Acute (Child/Adolescent)	\$1,275.00	\$1,364.00	\$1,391.00
Short Doyle Inpatient Administrative	\$ 663.00	\$ 663.00	\$ 676.00
Short Doyle Inpatient Professional Fees- Day 1	\$ 127.50	\$ 127.50	\$ 130.05
Short Doyle Inpatient Professional Fees - Ongoing	\$ 92.80	\$ 92.80	\$ 94.65

- The all-inclusive per diem rates, as described above, are to be the only payments made by County for Inpatient Psychiatric Services provided to Medi-Cal Beneficiaries under this Agreement except where otherwise provided hereunder.
- The rate structure under Section 1 of this EXHIBIT shall not include transportation services required in providing Inpatient Psychiatric Services under this agreement. When transportation services are Medi-Cal eligible services, they shall be billed separately from the per diem rate for the Inpatient Psychiatric Services provided under this Agreement.

The compensation payable for County Fiscal Year (FY) 2015-16 shall not exceed \$100,000, and shall not exceed \$300,000 per year for County FYs 2016-17 and 2017-18. The maximum amount payable under this Agreement shall not exceed \$700,000. For purposes of the Agreement, the County FY begins each July 1 and ends each June 30.

COVERED/NON-COVERED SERVICES

The services listed under “Covered Services” are included in per diem rates, while services listed under “Non-Covered Services” are excluded from per diem rates:

COVERED SERVICES

- Clinical Laboratory Services
- Dietary Services and Consultations
- Drug Screening
- Educational Services
- Emergency Services
- Family Therapy
- Group Therapy
- Involuntary Patient Care
- Medical History and Physical Examination
- Pharmacy Services
- Psychiatric Nursing Services
- Recreation Services
- Seclusion Room w/Special Observation
- Social Services
- Urinalysis
- Medical History
- Physical Examination (Tech component)

NON-COVERED SERVICES

- Ambulance Services
- Arteriogram
- Biofeedback
- Brain Mapping
- CAT Scans
- Chest X-ray
- Electrocardiography
- Electroconvulsive Therapy (ECT)
- Electroencephalography
- Inhalation Therapy
- MRI
- Physician Services
- Psychological Testing
- Speech and Language Services

Both the Short-Doyle/Medi-Cal Maximum Allowance rate and the Federal Financial Participation are adjusted during the year. The rates noted in this Agreement are subject to change, and Provider shall be paid at the adjusted interim rates up to the Agreement's maximum amount, without amendment to this Agreement.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

Agreement with South Coast Health & Wellness Corp DBA Community Care on Palm

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 agreement with South Coast Health & Wellness Corporation DBA Community Care on Palm in an amount not to exceed \$300,000 to provide skilled nursing care from October 4, 2017 through June 30, 2020.

SUMMARY

This proposed agreement will allow South Coast Health & Wellness Corporation DBA Community Care on Palm (CCOP) to provide long-term residential treatment for adults with severe and persistent mental illness as an alternative to placement in an acute inpatient care setting or a state hospital.

DISCUSSION

CCOP, located in Riverside, CA, provides 24-hour residential care to residents who suffer from acute or chronic medical conditions, and are severely and persistently mentally ill. Residential placement options for severely mentally ill individuals, especially those who need ongoing medical care, are limited. State psychiatric hospitals and Skilled Nursing Facilities (SNF), such as CCOP, are among the few options. SNF’s offer advantages to both the individual and to the County over placement in a State psychiatric hospital.

SNF’s are less restrictive environments for residential placement, and allow County staff to work collaboratively on individualized treatment planning designed to reintegrate the individual into the community when possible. In addition to collaborative client care, the cost to the County is considerably less than placement in state hospitals. Every attempt is made to keep clients in Shasta County, but occasionally it is necessary to place individuals in an out-of-county treatment facility that can best meet their needs.

The proposed agreement will also authorize the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to approve, in writing and in advance, any annual changes in CCOP’s rates of compensation provided that an increase in any single rate shall not exceed 10 percent, per fiscal year, over the original rate

during the entire term of this agreement and provided further that the rate increase(s) shall not increase the total compensation payable under this agreement.

This agreement is retroactive due to the necessity of placing a client with the vendor on an emergency basis in order to comply with regulatory mandates that require placement at the least restrictive level of care.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FINANCING

The maximum amount payable under the proposed agreement to Community Care on Palm is \$100,000 per County fiscal year beginning 2017/18 to 2019/20 for bed rates, plus additional costs for psychologist visits (patch rates) for a total of \$300,000. Costs are on a fee-for-service basis and only incurred when a Shasta County resident receives SNF services at Community Care on Palm. All residential SNF services are excluded from Medi-Cal reimbursement and, therefore all costs incurred through these contracts are funded entirely through department discretionary revenues. Because the statutorily required County General Fund Maintenance of Effort to Mental Health is set at \$266,778, the majority of this cost is borne by Mental Health Realignment. There is no additional General Fund impact with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	2/14/2018	Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
SOUTH COAST HEALTH & WELLNESS CORPORATION
DBA COMMUNITY CARE ON PALM**

This agreement 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 South Coast Health & Wellness Corporation dba Community Care on Palm (“Contractor”), (collectively, the “Parties” and individually a “Party”), for the provision of licensed skilled nursing and residential mental health treatment services.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

Pursuant to the terms and conditions of this agreement and in consideration of the compensation hereinafter set forth, Contractor shall perform services for County as prescribed in **EXHIBIT A, PROGRAM SERVICES**, attached and incorporated herein.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Participate in regular site visitations for the purpose of monitoring client’s progress, general welfare of clients, physical and program integrity of the facility as well as routine review of service provider reports, fiscal claims.
- B. Participate in monthly Utilization Review which may be composed of, but not limited to, the following participants: the client’s conservator or representative, County, Contractor’s facility staff or designee. Findings and recommendations of this review shall become integrated in the client’s treatment plan.
- C. Review each facility’s admission, discharge and length of stay data on a quarterly basis.
- D. Compensate Contractor as prescribed in sections 3 and 4 of this agreement and monitor the outcomes achieved by Contractor.

Section 3. COMPENSATION.

- A. County shall compensate Contractor for services rendered pursuant to this agreement in accordance with the terms set forth in **EXHIBIT B, PAYMENTS**, and **EXHIBIT C, PATCH LEVELS CRITERIA**, attached and incorporated herein.
- B. The total compensation payable to Contractor under this agreement shall not exceed \$100,000 per fiscal year (“FY”) beginning FY 2017-18 through FY 2019-20. In no event shall the maximum amount payable under this agreement exceed \$300,000 during the entire term of the agreement. For the purposes of this agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following year.
- C. During the term of this agreement, the Health and Human Services Agency (“HHS”) Director (“Director”), or any HHS Branch Director designated by Director, may approve, rate changes made by Provider, in writing and in advance, and rate changes made by the state, both retroactive and prospective, provided that the increase in any single rate shall not exceed 10 percent over the current rate, per fiscal year, during the

entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.

- D. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- E. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall submit to HHS Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 a single written, monthly statement incorporating all uses of Contractor's facilities pursuant to this agreement ("Statement") by the 10th day of each month following the month in which the services were rendered. The Statement shall include, at a minimum, the facility's name and current active National Provider Identifier ("NPI"), client's name, number of days of service, and dates of service for each client billed for. County shall make payment within 30 days of receipt of Contractor's correct and approved Statement.
- B. Notwithstanding the foregoing, upon termination, expiration, or cancellation of this agreement, Contractor shall submit to County a final Statement within 10 days of the termination, expiration, or cancellation of this agreement, and County shall make payment within 30 days of receipt of Contractor's correct and approved final Statement. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.
- C. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor 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 Contractor'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 contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- D. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

- A. This agreement shall commence as of October 4, 2017 and shall end June 30, 2020.
- B. 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 Contractor in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor 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 Contractor.
- 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, the Shasta County Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the Director.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor 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. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor 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. In addition to the provisions of Section 3 of this agreement, 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 Contractor and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor 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 CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor 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. Contractor 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 Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor 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 Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, 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. Contractor shall also, at Contractor'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 Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor

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 Contractor'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 Contractor's duties of defense and indemnification, Contractor 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. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor'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 Contractor 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. Contractor hereby certifies that Contractor 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 Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor 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 in the aggregate.
- D. Contractor 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 Contractor 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, Contractor 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, Contractor 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) Contractor shall provide County with an endorsement or amendment to Contractor'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, Contractor 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 Contractor 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, Contractor shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Contractor'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 Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor 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. Contractor 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. Contractor 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. Contractor represents that Contractor is in compliance with and agrees that Contractor 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. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor 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 Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor 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. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor 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. Contractor 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. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor 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 Contractor.

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

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor'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. Contractor'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. Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

- B. Contractor 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.

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

Section 18. CONFLICTS OF INTEREST.

Contractor and Contractor'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: Branch Director
 HHS Business and Support Services
 Attn: Contracts Unit
 P.O. Box 496005
 Redding, CA 96049-6005
 Phone: 530-225-5900
 Fax: 530-225-5977

If to Contractor: President
 South Coast Health & Wellness Corporation DBA
 Community Care on Palm
 4768 Palm Ave.
 Riverside, CA 92501
 Phone: 951-682-4833
 Fax: 951-682-1503

- 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.

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

Section 22. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor 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 Contractor or its subsidiaries.

Section 25. 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 26. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; 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. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. CLINICAL RECORDS.

Contractor 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. Contractor shall provide monthly reports to the Director in conformance with the Client and Service Information ("CSI") System as directed by the County.

Section 28. FINANCIAL RECORDS.

Contractor 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 29. FINANCIAL REPORTING.

Contractor shall provide financial information and/or records pertaining to Contractor'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 Contractor'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. Contractor shall provide additional financial information as requested by County within 30 days of receiving such request. Contractor 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 30. PERSONNEL.

- A. Contractor 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.**
- B. Contractor 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.
- C. All Contractor's personnel shall have the appropriate state licensure required for their given profession.

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 Contractor'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. CLIENTS' RIGHTS.

Contractor shall give all clients served under this agreement, notice of their rights ("Client's Rights") pursuant to and in compliance with section 5325 of the Welfare and Institutions Code and California Code of Regulations, title 9, section 862. In addition, in all facilities providing the services described herein Contractor shall have prominently posted in the predominant languages of the community a copy of the Clients' Rights.

Section 33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor 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. Contractor 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. Contractor 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 Contractor that are provided for in Section 10.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Contractor 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: _____

_____, 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 1/11/18
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 01/11/18
Risk Management Analyst

CONTRACTOR

Date: 2/7/18

Cheryl Jumonville
President, CFO

Tax I.D.#: On file

**EXHIBIT A
PROGRAM SERVICES**

- I. In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this agreement:

Licensed Skilled Nursing Facility Services (SNF)

Contractor shall maintain a licensed skilled nursing facility (SNF) that serves adults and older adults with co-occurring disorders (psychiatric/medical) in need of 24-hour skilled nursing services.

II. SERVICE & STAFFING STANDARDS

Contractor shall:

- A. Comply with all applicable state and federal laws in carrying out the requirements of this agreement.
- B. Provide clinical supervision to all staff, licensed and unlicensed. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board; all staff will receive weekly group or individual supervision, sufficient to support staff practice.
- C. Identify lead clinical staff responsible for or organizing training of staff. Training will include but is not limited to the following: clinical characteristics of core target population, co-occurring substance use, service planning, risk assessments, psychiatric rehabilitation, skill-based groups, family education intervention, crisis management and relapse prevention.

III. SERVICE REQUIREMENTS

Contractor shall ensure adherence to the following:

A. Service Levels

- 1. Provide a minimum of weekly face to face contact or more as clinically indicated which may include but is not limited to: wellness plan development and monitoring, and enrollment in mental health rehabilitation groups.
- 2. Ensure face to face psychiatry visits are at a minimum of one time per month or more frequently as indicated in **EXHIBIT B**.

B. Service Authorization

- 1.Services are pre-authorized in writing by the County. Services not pre-authorized in writing by County shall not be reimbursed.
- 2.Facility rates shall be in accordance with **EXHIBIT B**, and shall be determined as part of the written authorization.
- 3.Modifications to the County authorized rate without the written consent of County shall not be reimbursed.
- 4.Services rendered without a written authorization from County shall not be reimbursed.
- 5.Bed holds can be authorized if the Contractor agrees to have the client return.
- 6.Bed holds are limited to a maximum of 10 days. Bed holds are for clients currently residing in the facility and must be pre-authorized by County.
- 7.Referrals will be reviewed and disposition will be made within three working days from receipt. All denials will be in writing and submitted to County.

C. Admission Criteria

Client Eligibility. Contractor shall admit clients with a DSM 5 diagnosis. Clients in need of 24-hour mental health services, clients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that clients whose mental illness is deemed appropriate for acute care, as well as clients suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission.

D. Core Mental Health Services

- 1.Individualized service plans that focus on strengths and target identified behavioral problems and other conditions such as cognitive impairments. Contractor shall involve the client in treatment planning to the extent the client is able to participate.
- 2.Provide opportunities to participate in educational and/or peer support groups for clients and caregiver/family (when available).

3. Provide supportive individual therapy for clients as clinically appropriate. Individual therapy is time-limited, targeted and focused on clearly identified goals and objectives.
4. Provide services that target symptom remission or functional improvements which may include, but are not limited to; motivational interviewing, teaching independent living skills, employment and vocational skills, and preparing wellness and recovery, and relapse prevention plans.
5. Provide rehabilitation groups for specific issues, such as money management, stress management, health and wellness, anger management (frustration and impulsivity) and relapse prevention.
6. Provide education on psychiatric and/or co-occurring substance use disorders and relapse prevention.
7. Provide crisis intervention as needed to prevent hospitalization.

E. Crisis Response

1. Ensure individualized crisis plans are developed during admission and updated as indicated. Plans should address triggers of stress, patterns of behaviors, personal supports, helpful interventions, relevant medication history, and current prescriptions to reduce the frequency of relapse.
2. Provide 24 hour 7 days per week crisis services as clinically indicated.
3. Notify in writing the County via facsimile at (530) 225-5229 when a client requires acute psychiatric or medical hospitalization.

F. Discharge Criteria – Contractor shall only discharge a client from service when:

1. Client has achieved a level of recovery stability as determined by client, caregiver/family member, legal guardian and providers as measured by symptom management, recognition of triggers of relapse, active participation in a wellness plan. A LOCUS will be used as a data source.
2. The length/duration of services shall be determined by the individualized needs of each client, in accordance with his/her Treatment Plan.
3. Contractor's staff making client discharge plans shall consult with County regarding placement options and outpatients supports early in the discharge planning process.

4. Client has been determined by the client, caregiver/family member, legal guardian, County and current treatment provider to no longer benefit from the treatment environment or regime.

G. Performance Measures

Admissions: 90% of all clients referred for placement by County will be admitted into the identified programs.

H. Additional Provisions

1. Contractor shall provide information on adverse incidents to County within 24 hours of their occurrence including, but not limited to, deaths, elopements, physical injury, physical or sexual abuse, or significant assaults. Contractor shall provide corrective action plans and progress reports when indicated or requested by County.

2. Contractor will provide client progress notes on a quarterly basis in a format as included in **EXHIBIT D**, attached and incorporated herein. When deemed necessary and requested in advance by County, Contractor shall provide more frequent progress notes, within three working days of request, to evaluate the progress of individual client treatment goals in order to facilitate timely discharges.

3. Contractor shall cooperate with County requests for information on Clients placed under the terms of this agreement.

4. Contractor shall allow County to have reasonable access to all areas of any of Contractor's facilities wherein a Client is currently placed, or had been placed, pursuant to this agreement, at any time and to such data as will allow for the meaningful evaluation and monitoring of quality of care.

5. Contractor shall provide County, within 24 hours of receipt, copies of any reports prepared by State agencies or licensing bodies regarding the facilities or quality of care provided, including any notations of deficiencies.

IV. TREATMENT GOALS.

The treatment goals at Contractor's facilities under the terms and conditions of this agreement are:

A. To modify a client's dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable the client to live in a less restrictive, more independent setting.

- B. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour subacute care.
- C. At request of County, Contractor shall consult with County's psychiatrist on the proper dosage and administration of appropriate medications to reduce the lengths of stay in order to transition clients to less restrictive levels of care in a timely manner.

**EXHIBIT B
PAYMENTS**

PAYMENT. Payment shall be made to Contractor for the number of days of services provided under this agreement pursuant to the following conditions and terms:

- A. Contractor shall submit to County a monthly Statement in accordance with Section 4 of this agreement.
- B. Contractor shall provide County with National Provider Identifier (NPI). Services provided without submission to County of NPI by Contractor shall be the responsibility of the Contractor and will not be reimbursed by County.
- C. SNF rates per client per day at the time of the execution of this agreement are \$170.00. Temporary client absence rates per client per day at the time of the execution of this agreement are \$163.00 (bed hold rate) pursuant to this agreement.
- D. County further agrees to compensate Contractor for specialized services at the following patch rates: Specialized services will consist of three distinct levels (A, B, and C) and paid at the SNF rate (\$170.00) per bed-day plus the patch rates per bed-day as identified in **EXHIBIT C, PATCH LEVELS CRITERIA**, attached and incorporated herein, based upon psychology/psychiatry visits authorized by the Director or his/her designee.

**EXHIBIT C
PATCH LEVELS CRITERIA**

Level A - \$60 Patch rate (Psychiatry visit one time per month, Psychology visit one time a month for the first month and one time a month thereafter)

Chronic mental health diagnosis, with active delusions and hallucinations and/or mood swings Seizures
Chronic skin conditions
Resistive to ADL care i.e. struggles with staff.
Repetitive questioning of others

Level B - \$130 Patch rate (Psychiatry visits one time per month, Psychology visits one time a month) Dual diagnosed with Dementia and chronic mental illness with active psychosis

Chronic depression, resistive to eating and withdrawn
Decubs stage 2-3
Diabetes
Two people assist with ADL, strikes out at staff
Falls
Strikes out at staff and others unprovoked
Parkinson's
Wandering behavior

Level C - \$170 Patch rate (Psychiatry visits two times per month, Psychology visits two times a month) Chronic mental health illness and not stable on medications

Recent history of hitting others
Property destruction
Extensive assistance with ADL care
Need for 1:1 supervisions due to wandering or striking out at others
Extensive Falls
G Tube, NG tubes, IV's
Decubs stage 3 or 4
Uncontrolled seizures
Severe Parkinson's
Organic Mental Syndrome related to head trauma
Constant screaming out behavior
Constant wandering behavior

EXHIBIT D

PROGRAM CARE PLAN REVIEW/ QUARTERLY SUMMARY

DATE:

Resident:

Admit Date:

Initial Review Quarterly Review Annual Review

Average STP hours this quarter:

Resident's Strengths:

PROGRAM CARE PLANS:

PROBLEM # PROBLEM:

OBJECTIVE:

MEASURABLE PROGRESS:

APPROPRIATENESS OF OBJECTIVE:

INTERVENTIONS:

EFFECTIVENESS OF INTERVENTIONS:

RECOMMENDATIONS:

PROBLEM #PROBLEM:

OBJECTIVE:

MEASURABLE PROGRESS:

APPROPRIATENESS OF OBJECTIVE:

INTERVENTIONS:

EFFECTIVENESS OF INTERVENTIONS:

RECOMMENDATIONS:

(Continued)

Signature/Title _____

Date _____

RESIDENT:

PHYSICIAN:

MEDICAL RECORD #:

PROGRAM CARE PLAN REVIEW/ QUARTERLY SUMMARY-continued

DATE:

PROBLEM # PROBLEM:

OBJECTIVE:

MEASURABLE PROGRESS:

APPROPRIATENESS OF OBJECTIVE:

INTERVENTIONS:

EFFECTIVENESS OF INTERVENTIONS:

RECOMMENDATIONS:

PROBLEM # PROBLEM:

OBJECTIVE:

MEASURABLE PROGRESS:

APPROPRIATENESS OF OBJECTIVE:

INTERVENTIONS:

EFFECTIVENESS OF INTERVENTIONS:

RECOMMENDATIONS:

Signature /Title _____ Date _____

Resident attended Treatment Team meeting (See attendance sheet)

Resident did not attend Treatment meeting- PC discussed review with resident and sign below.

Resident Signature _____ / PC signature _____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018
CATEGORY: Consent - Health and Human Services-10.

SUBJECT:

HHS MID-YEAR BUDGET AMENDMENTS

DEPARTMENT: Health and Human Services Agency-Business and Support Services
Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Tracy Tedder, HHS Branch Director, (530) 229-8425

STAFF REPORT APPROVED BY: Tracy Tedder, HHS Branch Director, and Terri Howat, County Chief Financial Officer

Vote Required?	General Fund Impact?
4/5 Vote	General Fund Impact

RECOMMENDATION

Approve the following Fiscal Year 2017-18 Health and Human Services Agency mid-year budget amendments to align projected appropriations and revenue: (1) Decrease appropriations by \$25,000 and decrease revenue by \$50,000 in the In-Home Supportive Services (IHSS) Public Authority budget, offset with the use of fund balance; (2) increase appropriations and revenue by \$203,500 in the Mental Health Services Act budget; (3) decrease revenue by \$345,034 in the Mental Health budget, offset with use of Mental Health-Restricted State Realignment 1991/2011 fund balance; (4) increase appropriations and revenue by \$340,000 in the Alcohol and Drug Programs budget; (5) increase appropriations and revenue by \$35,988 in the Perinatal budget; (6) decrease revenue by \$766,426 in the Public Health budget, offset with use of fund balance; (7) decrease appropriations and revenue by \$294,369 in the Healthcare budget; (8) decrease appropriations by \$294,369 in the General Revenue budget; (9) transfer appropriations by \$300,000 and decrease revenue by \$1,864,540 in the Social Services Administration budget, offset with use of Social Services-Restricted State Realignment 1991/2011 fund balance; (10) increase appropriations and revenue by \$176,075 in the Opportunity Center budget; and (11) decrease appropriations by \$439,940 and increase revenue by \$473,705 in the Welfare Cash Aid budget.

SUMMARY

A mid-year budget amendment is recommended to align the Health and Human Services Agency (HHS) FY 2017-18 budgeted revenue and expenditures with those reported in the mid-year budget analysis and FY 2017-18 budget projections.

DISCUSSION

The IHSS Public Authority budget (BU 851) is projecting expenditures lower than the current budget due to salary savings and lower legal costs from the completion of labor negotiations. However, state revenue is lower than projected due to the administrative cap attached to the new IHSS Maintenance of Effort (MOE). This decrease in expenditures and revenue results in a projected net county cost, and additional use of fund balance, in the amount of \$25,000.

The Mental Health Services Act budget (MHSA) (BU 404) is projecting to be under budget in overall expenditures, primarily due to estimated underspending in salaries and benefits. However, expenses are projected higher than budgeted in Other Charges related to an increase in Adult Residential Support and Care. This increase will be offset by an increase in Intergovernmental Revenue.

The Mental Health budget (BU 410) is projecting to be under budget in overall expenditures, primarily due to salary savings. Mental Health is projecting to be under budget in revenue predominantly due to the state-mandated transfer of Realignment growth from Mental Health to support the IHSS MOE. This decrease in Realignment revenue results in additional use of fund balance in the amount of \$345,034.

The Alcohol and Drug Program budget (BU 422) is projecting revenues and expenditures to be consistent with the current budget with the exception of Other Charges, which are projected to be over budget due to an increase in client contract services for methadone. This increase will be offset by an increase in Intergovernmental Transfer Revenue.

The Perinatal Substance Abuse Program budget (BU 425) is projecting revenues and expenditures to be consistent with the current budget with the exception of Other Charges, which are projected to be over budget due to an increase in adult residential stays. This increase will be offset by an increase in Intergovernmental Transfer Revenue.

The Public Health budget (BU 411) is projecting to be under budget in overall expenditures, primarily due to salary savings. Public Health is projecting to be under budget in revenue predominantly due to the state-mandated transfer of Realignment growth from Public Health to support the IHSS MOE. This decrease in Realignment revenue results in additional use of fund balance in the amount of \$766,426.

The Shasta County Healthcare budget (BU 412) is projecting a slight increase in the contribution to fund balance, and projected revenues and expenditures are consistent with the current budget with the exception of the County Medical Services Program (CMSP) participation fee. The CMSP participation fee was waived for the current fiscal year, saving the General Fund \$294,369.

The Social Services Administration budget (BU 501) is projecting to be under budget in overall expenditures, primarily due to savings in services and supplies, however, salaries and benefits are projected over budget due to leave payouts and lower staff turnover rates. Although Realignment revenues are expected to be higher than budgeted, federal revenue for Child Welfare and health related entitlement programs are projected under budget. The increase in salaries and benefits is offset with a corresponding decrease in services and supplies. The decrease in federal revenue results in a projected net county cost, and additional use of fund balance, in the amount of \$1,864,540.

The Opportunity Center budget (BU 530) is projecting overall expenditures and revenue to be under or consistent with the current budget. However, expenses are projected higher than budgeted in Services and Supplies due to an increase in equipment rentals and administrative charges, as well as an increase in capital assets for the purchase of a replacement truck and vehicle. This increase will be offset by an increase in Contract Services Revenue.

The Welfare Cash Aid budget (BU 541) supports the cost of CalWORKs, foster care, group home, adoptions assistance, and In-Home Supportive Services (IHSS) provider payments. Expenditures within this budget are anticipated to be under budget due to lower actual IHSS expenditures from the new IHSS (MOE) being lower than what was budgeted before the IHSS financing was negotiated with the state in 2017. However, adoptions, foster care, and CalWORKs expenditures are projected to exceed budget authority at the line item level due to an increase in caseload, program mandates in foster care related to Continuum of Care Reform (CCR), and other costs. Although the foster care and adoptions programs are funded primarily through 2011 realignment and generally not offset with other state revenue, the new mandates do include additional funding; the CalWORKs state revenue is projected to be flat. Additionally, with the new IHSS MOE structure additional Realignment growth from Mental Health and Public Health programs are projected to increase revenues in this budget. This decrease in expenditures and increase in revenues results in a projected net county savings in the amount of \$913,645.

ALTERNATIVES

The Board could choose not to approve the budget amendment.

OTHER AGENCY INVOLVEMENT

The Auditor-Controller has reviewed the proposed transfers and accompanying budget amendments. The recommendation has been reviewed by the County Administrative Office.

FINANCING

Sufficient fund balances exist to support each of the recommendations. There is a positive General Fund impact with the recommended action to decrease appropriation authority within the Shasta County Healthcare (BU 412) budget. There is no additional General Fund impact with the remainder of the recommendations.

ATTACHMENTS:

Description	Upload Date	Description
HHSA Mid-Year Budget Amendment Memo	2/14/2018	HHSA Mid-Year Budget Amendment Memo
HHSA Mid-Year Budget Amendment Worksheet	2/20/2018	HHSA Mid-Year Budget Amendment Worksheet



Health and Human Services Agency

Donnell Ewert, M.P.H., Director

Business and Support Services Branch

Tracy Tedder, Branch Director

1810 Market Street

Redding, CA 96001-1930

P.O. Box 496005

Redding, CA 96049-6005

Phone: (530) 229-8419

Fax: (530) 225-5555

CA Relay Service: (800) 735-2922

Memorandum

To: Larry Lees, County Executive Officer
Brian Muir, Auditor-Controller

From: Tracy Tedder, Director, HHS Business & Support Services

Date: February 13, 2018

Subject: Budget Amendment

Please prepare a FY 2017-2018 budget amendment to align the HHS FY 2017-18 budgets to projected revenue and expenditures per the attached detail. This budget amendment is going to the Board of Supervisors Office for consideration on February 27, 2018.

Thank you.

cc: Terri Howat, County Chief Fiscal Officer
Julie Hope, Principal Administrative Analyst

"Healthy people in thriving and safe communities"

www.shastahhsa.net

County of Shasta

Budget Amendment

IHSS PUBLIC AUTHORITY

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00851	034813	PROF CONSULTING SVS	59,500	34,500	(25,000)
TOTAL					<u>(25,000)</u>

REVENUE
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00851	531710	STATE PUBLIC AUTHORITY	165,250	115,250	(50,000)
TOTAL					<u>(50,000)</u>

County of Shasta

Budget Amendment

MENTAL HEALTH SERVICES ACT

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
40401	052015	SUPP/CARE ADULT RESIDENTIAL	600,000	803,500	203,500
TOTAL					<u>203,500</u>

REVENUE
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
40400	552100	FEDERAL MEDI-CAL	2,746,175	2,949,675	203,500
TOTAL					<u>203,500</u>

County of Shasta

Budget Amendment

MENTAL HEALTH

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
TOTAL					-

REVENUE
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
41000	536510	STATE REALIGNMENT MENTAL HLTH	7,246,197	6,901,163	(345,034)
TOTAL					(345,034)

County of Shasta

Budget Amendment

ALCOHOL AND DRUG PROGRAM

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
42200	052019	SUPP/CARE CLIENT CONTRACTS	1,630,000	1,970,000	340,000
					-
TOTAL					340,000

REVENUE
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
42200	542603	ST REALIGNMENT 2011 AB109	696,284	802,148	105,864
42200	552100	FEDERAL MEDI-CAL	1,383,236	1,533,236	150,000
42200	552110	FED SUBSTANCE ABUSE PREV/TREATMENT	1,071,581	1,155,717	84,136
TOTAL					340,000

County of Shasta

Budget Amendment

PERINATAL SUBSTANCE ABUSE
PROGRAM

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
42500	052015	SUPP/CARE ADULT RESIDENTAL	325,000	360,988	35,988
					-
					-
TOTAL					35,988

REVENUE

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
42500	542603	ST REALIGNMENT 2011 AB109	211,199	247,187	35,988
TOTAL					35,988

County of Shasta

Budget Amendment

PUBLIC HEALTH

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
TOTAL					<u>-</u>

REVENUE
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
41100	538500	STATE REALIGNMENT PUBLIC HLTH	7,579,015	6,812,589	(766,426)
TOTAL					<u>(766,426)</u>

County of Shasta

Budget Amendment

GENERAL REVENUE - 00060

Department Name & Fund No.

Appropriations

Increase <Decrease>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
10000	095412	TRANS OUT SC HEALTHCARE	443,569	149,200	(294,369)
Total					(294,369)

Revenue

Increase <Decrease>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
				0	0
				0	0
Total					0

Net 00060 (294,369)

SHASTA COUNTY HEALTH CARE

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
41200	052003	SUPP\CARE INDIGENTS	294,369	0	(294,369)
					-
					-
					-
TOTAL					(294,369)

REVENUE

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
41200	800100	TRANS IN GENERAL FUND	443,569	149,200	(294,369)
					-
TOTAL					(294,369)

County of Shasta

Budget Amendment

SOCIAL SERVICES ADMINISTRATION

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
50100	011000	REGULAR SALARIES	20,473,001	20,773,001	300,000
50100	034800	PROF & SPECIAL SERVICES	7,213,971	6,913,971	(300,000)
					-
TOTAL					<u>-</u>

REVENUE
INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
50100	530991	STATE CALWORKS	1,571,867	1,221,867	(350,000)
50100	531501	STATE REALIGNMNT FAMILY SUPPORT	0	1,200,000	1,200,000
50100	550930	FED CWS IV E ADMIN	5,953,640	4,389,100	(1,564,540)
50100	550993	FED FGU WTW CAL LEARN	9,266,274	8,416,274	(850,000)
50100	552102	FED MEDICAL ASSISTACE PROG	11,525,645	11,225,645	(300,000)
TOTAL					<u>(1,864,540)</u>

County of Shasta

Budget Amendment

OPPORTUNITY CENTER

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ
53000	034801	PROF ACCOUNTING SVS	612,225	732,300
53000	065083	1 TRUCK W/ACCESSORIES	40,000	71,000
53000	065095	1 VEHICLE W/ACCESSORIES	25,000	50,000

TOTAL

REVENUE

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ
53000	693030	CONTRACT SERVICES REVENUE	1,904,718	2,080,793

TOTAL

County of Shasta

Budget Amendment

AMOUNT OF TRANSFER (+/-)
120,075
31,000
25,000
0
176,075

AMOUNT OF TRANSFER (+/-)
176,075
0
176,075

Budget Amendment

SOCIAL SERVICES-ASSISTANCE-WELFARE
 AND CASH AID

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
54100	052001	SUPP/CARE CLIENTS	-	223,000	223,000
54100	052004	SUPP/CARE MINORS/WARDS	14,579,338	15,079,338	500,000
54100	052005	SUPP/CARE PUBL ASST RECIPIENTS	14,509,081	15,259,081	750,000
54100	052006	SUPP/CARE FOSTER CHILDREN	12,693,450	12,638,400	(55,050)
54100	052009	SUPP/CARE ADULTS	8,361,292	6,503,402	(1,857,890)
TOTAL					(439,940)

REVENUE

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
54100	531300	ST FOSTER CARE ASST	295,020	595,020	300,000
54100	531500	STATE REALIGNMENT SOCIAL SVS	14,477,237	15,588,697	1,111,460
54100	531501	STATE REALIGNMNT FAMILY SUPPORT	5,535,051	4,335,051	(1,200,000)
54100	551100	FEDERAL FOSTER CARE ASST	3,816,663	4,078,908	262,245
				-	
				-	
TOTAL					473,705

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - Health and Human Services-11.

SUBJECT:

HHSA - Salary Resolution

DEPARTMENT: Health and Human Services Agency-Business and Support Services

Supervisory District No. : All

DEPARTMENT CONTACT: Tracy Tedder, Director, HHSA Business & Support Services, (530) 229-8425

STAFF REPORT APPROVED BY: Tracy Tedder, Director, HHSA Business & Support Services

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

RECOMMENDATION

Adopt a salary resolution, effective March 4, 2018, which amends the Shasta County Position Allocation List as follows: (1) Deletes 1.0 Full-Time Equivalent (FTE) vacant Medical Services Clerk position, deletes 1.0 vacant Office Assistant I/II position, and adds 1.0 FTE Staff Services Analyst I/II position in the Mental Health budget; (2) deletes 1.0 FTE Eligibility Worker I/II position and adds 1.0 FTE Office Assistant I/II position in the Social Services budget; (3) adds 1.0 FTE Office Assistant I/II position, deletes 1.0 FTE vacant Community Development Coordinator position, and adds 1.0 FTE Public Health Program and Policy Analyst in the Health and Human Services-Office of the Director budget; and (4) deletes 1.0 FTE vacant Public Health Microbiologist I/II/Trainee position and adds 1.0 FTE Public Health Program and Policy Analyst in the Public Health budget.

SUMMARY

N/A

DISCUSSION

As vacancies become available, the duties and responsibilities associated with positions, along with the needs of the department are evaluated. The Health and Human Services Agency (HHSA) is proposing the following changes to the Salary Schedule to meet the needs of the HHSA:

1. HHSA-Business and Support Services has identified the need to delete a vacant Office Assistant I/II position and add a Staff Services Analyst I/II position to perform complex administrative duties associated with new regulatory requirements under the Mental Health Plan (MHP) agreement. The Staff Services Analyst I/II classification job duties better align with the more complex duties that would be assigned to this position. The Managed Care/Compliance Unit provides administrative support in meeting the regulatory and reporting requirements pursuant to the MHP agreement

with the California Department of Healthcare services. New federal regulations have recently become effective, requiring additional administrative and reporting duties, which are appropriate for the Staff Services I/II classification.

2. HHSA-Regional Services is currently underfilling an Eligibility Worker I/II position with an Office Assistant I/II position. The department is requesting to clean up this underfill.
3. HHSA-Office of the Director requests to delete a vacant Community Development Coordinator and add a Public Health Program and Policy Analyst. Since the transition of administration of Mental Health Services Act (MHSA) to the HHSA Office of the Director, leadership has evaluated staff needs, and the Public Health Program and Policy Analyst duties align more closely to the needs of the department.
4. HHSA-Children’s Services requests to delete a vacant Medical Services Clerk and add an Office Assistant I/II position. Leadership has evaluated staff needs, and is requesting to delete a vacant Medical Services Clerk and add an Office Assistant I/II position to assist with the additional administrative needs of Children’s Services.
5. HHSA-Public Health has identified the need for a Public Health Program and Policy Analyst to coordinate and evaluate Adverse Childhood Experience and Harmful Substance Use Prevention programs in the community. The department proposes to delete a vacant Public Health Microbiologist I/II/Trainee. Department staffing structure changes no longer require the Public Health Microbiologist I/II/Trainee position.

ALTERNATIVES

The Board could choose not to approve one, several, or all of the changes on the proposed the salary resolution.

OTHER AGENCY INVOLVEMENT

The Support Services Department – Personnel Unit has reviewed the recommendation and prepared the salary resolution. This recommendation has been reviewed by the County Administrative Office.

FINANCING

There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	2/16/2018	Salary Resolution

SALARY RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

BE IT RESOLVED that effective March 4, 2018, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
HEALTH SERVICES - HHSA – Cost Center 502								
<u>DELETE</u>								
31,51	Community Development Coord	1	1.0	3170	SUPV	514	4809	6138
<u>ADD</u>								
60	Office Assistant I or	1	1.0		UPEC	335	2028	2588
60	Office Assistant II				UPEC	348	2160	2757
	Public Hlth Prog & Policy Anal	1	1.0		UPEC	496	4448	5677
MENTAL HEALTH – Cost Center 410								
<u>DELETE</u>								
	Medical Services Clerk	1	1.0	3185	UPEC	358	2268	2896
60	Office Assistant I or	1	1.0	2430	UPEC	335	2028	2588
60	Office Assistant II				UPEC	348	2160	2757
<u>ADD</u>								
60	Staff Services Analyst I or	1	1.0		UPEC	425	3145	4015
60	Staff Services Analyst II				UPEC	455	3641	4648
PUBLIC HEALTH – Cost Center 411								
<u>DELETE</u>								
	Public Hlth Microbiologist Trn or				PROF	395	2744	3502
	Public Hlth Microbiologist I or	1	1.0	1530	PROF	535	5432	6934
	Public Hlth Microbiologist II				PROF	545	5704	7280
<u>ADD</u>								
	Public Hlth Prog & Policy Anal	1	1.0		UPEC	496	4448	5677

Salary Resolution
February 27, 2018
Page 2 of 2

SOCIAL SERVICES & BEN ADMIN – Cost Center 501

FROM

60	Eligibility Worker I or				UPEC	384	2575	3287
		1	1.0	2739				
60	Eligibility Worker II				UPEC	409	2909	3713

TO

60	Office Assistant I or				UPEC	335	2028	2588
		1	1.0					
60	Office Assistant II				UPEC	348	2160	2757

DULY PASSED AND ADOPTED this 27th 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 27, 2018
CATEGORY: Consent - Health and Human Services-12.

SUBJECT:

Vertex Software Agreement

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

DEPARTMENT CONTACT: Melissa Janulewicz, Branch Director, HHS Regional Services
(530)245-7638

STAFF REPORT APPROVED BY: Melissa Janulewicz, Branch Director, HHS Regional Services

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Vertex Systems, Inc. in an amount not to exceed \$81,752.40 (one-time and monthly advance payments) for the upgraded cloud based payroll and case management software system for the period from date of signing through December 31, 2020.

SUMMARY

Shasta County Opportunity Center currently uses Vertex Systems for client payroll files each pay period. For each client, the hours worked, rate of pay, and demographics are entered. The file is then sent by fiscal to be processed and paid by the Auditor’s Office. Vertex is the system of record for this information.

DISCUSSION

Shasta County Health and Human Services Agency, Opportunity Center (HHS) has been utilizing Vertex Systems Software since 1999 for client payroll files and processing. Vertex Software is switching from their current software platform to a cloud based (online) solution.

Before the sunset date is reached, HHS will need to migrate Vertex software content to the new cloud based (online) solution. This platform preserves a general portion of the user-friendly interface of Vertex software with which HHS staff have become accustomed, reducing training time and allowing HHS staff a speedy transition without having to learn a new or foreign platform. An added benefit of upgrading to the online platform is allowing employees access to the system via secure web browser or County-issued mobile device, which the current Vertex software was unable to offer. This software will enable HHS staff to schedule appointments in the field with clients while meeting the standards of privacy laws and confidentiality regulations. Finally, this system will also be utilized for client case management. This will allow HHS Opportunity Center staff to view and update client information, notes and progress while in the field.

The Vertex platform is one of a very limited number of systems that is capable of processing piece rates and sub-minimum wage calculations as necessary for Opportunity Center clients. One other vendor with a system including the essential capabilities was located through extensive research within the disability community network that included internet research and personal contacts. The decision was made to negotiate an agreement with Vertex after multiple attempts were made to contact the other vendor and that vendor was non-responsive.

ALTERNATIVES

The Board could choose not to approve the agreement, may direct changes to the terms and conditions of the agreement, or may defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. Information Technology has reviewed this agreement. This recommendation has been reviewed by the County Administrative Office.

FINANCING

Appropriations and revenues associated with this agreement were included in the department's Fiscal Year 2017-18 Adopted Budget. The Opportunity Center budget does not receive any General Fund support. No General Funds are requested.

ATTACHMENTS:

Description	Upload Date	Description
Vertex Agreement	2/13/2018	Vertex Agreement

NO WITHHOLDING

**AGREEMENT BETWEEN VERTEX SYSTEMS, INC.
AND
THE COUNTY OF SHASTA**

This agreement is entered into between Vertex Systems, Inc. an Ohio Corporation (“Vertex Systems”) and the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“Customer”), (collectively, the “Parties” and individually a “Party”), for the purpose of providing Vertex VCloud Software.

1. DEFINITIONS.

For the purposes of this agreement, the following definitions shall apply:

- A. **Services** means the web services Vertex Rehab Management and Intuition by Vertex described in the Service Purchase Quote, **EXHIBIT A**, attached and incorporated herein, and any updates or upgrades to such services which may be generally released by Vertex to all customers from time to time.
- B. **Vertex Systems Technology** means the computer hardware, software, and other tangible equipment and intangible computer code necessary to deploy and serve the Services via the Site.
- C. **Site** means Vertex Systems’ vertexsystems.com website including the Vertex Systems Technology.
- D. **Authorized Users** means the number of identifiable unique persons consisting of Customer’s personnel and outside consultants who are authorized to access and use the Services, as specified in the **EXHIBIT A**. Authorized Users may include Customer’s third party consultants, outsourcers, contractors, and other service providers.
- E. **Internet Data Centers** means any of the facilities owned or controlled by Vertex Systems and used by Vertex Systems to provide the Services. These facilities house the Vertex Systems Technology used for the provision of Services. All Internet Data Centers shall be located in the United States, unless with the prior written consent of Customer.
- F. **Customer Data** means Customer’s information or other data processed, stored, or transmitted by, in or through the Services, including but not limited to personal information relating to the Customer’s personnel, customers, and prospective customers such that the identity of such persons is apparent or can be determined from such personal information. Customer Data may include, but is not limited “Protected Health Information” and/or “Electronic Protected Health Information” as such terms are defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act.
- G. **Proprietary Rights** means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information, protected under contract or otherwise under law, trade names, domain

names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

2. VERTEX SYSTEMS'S RESPONSIBILITIES.

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

A. Subscription License Grant:

Subject to the terms and conditions hereto, during the term hereof, Vertex Systems hereby grants to Customer only to the extent of Authorized Users and solely for Customer's internal business purposes a non-exclusive, non-transferable, worldwide right and license to access the Site and use the Services. All rights not expressly granted to Customer herein are expressly reserved by Vertex Systems.

B. Set up of Services:

Vertex Systems will complete all tasks required to make the Service accessible to Customer, including (i) implementing in the Vertex Systems Technology any interfaces required for Services, (ii) delivering to Customer any proprietary software and related documentation necessary to access Vertex Systems Technology to use the Services, (iii) assigning all security access, passwords, and user identification (IDs) necessary to access the Vertex Systems Technology and use the Services, and (iv) preparing data that may be specified on **EXHIBIT A**, for use with the Services, by a "go live" date no later than May 1, 2018.

C. Technical Support, Training, and Consulting Services:

During the term hereof, Vertex Systems shall provide technical support in the form of responses to questions by email or telephone at no additional charge.

D. Updates, Security, and Database Maintenance.

During the term hereof, Vertex Systems shall provide ongoing updates, security, and database maintenance as needed.

3. USE RESTRICTIONS.

Customer covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services, (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the Vertex Systems Technology; or (iv) to access, alter, or destroy any information of any customer of Vertex Systems by any fraudulent means or devices, or attempt to do so.

4. SECURITY.

Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the internet. As part of the Service, Vertex Systems shall implement reasonable security procedures consistent with prevailing industry standards to protect Customer Data from unauthorized access (the "Security Standard"). Provided that Vertex Systems is in compliance with the Security Standard, the Parties agree that Vertex Systems shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third Parties through illegal or illicit mean, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Vertex Systems at the time. Vertex Systems will promptly report to Customer any unauthorized access to Customer Data upon discovery by Vertex Systems, and Vertex Systems will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Customer Data is required, Customer shall be solely responsible for any and all such notifications at its expense.

5. ACCESS CODE FOR SERVICES.

Vertex Systems will permit access to the Services only over the Internet using access codes assigned by Vertex Systems. Access codes will be deemed the Confidential Information of both Parties.

6. TECHNICAL REQUIREMENTS FOR SERVICES.

- A. **Capacities.** The Services shall be rendered in a manner that will support the Authorized User requirements and other requirements provided in **EXHIBIT A**.
- B. **Scalability.** The Services shall be scalable in a manner that allows the Services to meet any forecasted increase provided in **EXHIBIT A**. Any requested changes shall be completed as described in **Addendum A**, Section 7, attached to this agreement and incorporated herein.
- C. **Internet Data Centers.** The Services will be provided through Internet Data Centers that are configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance, and resistance to other natural and man-made disruptions. In addition, the Internet Data Centers shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards. Vertex Systems may outsource its Internet Data Center operations to subcontractors; provided however, that Vertex Systems shall be responsible for the performance of such subcontractors, and Vertex Systems shall be liable for any action or inaction by such subcontractors as if performed by Vertex Systems.

7. BACKUPS.

At no additional charge to Customer, Vertex Systems shall make daily incremental backups (the "Incremental Backup") and weekly backups (the "Full Backups") of Customer Data archived with the Vertex Systems Technology. The prior day incremental backup and a copy of the weekly backup shall be stored off-site in a secure facility designed to store and maintain backups for emergency use. A maximum of two weekly backups shall be kept. As part of this agreement, no additional weekly backups will be retained for Customer.

8. MONITORING OF CUSTOMER'S USE.

Vertex Systems reserves the right to internally monitor Customer's usage of the Site and Services.

9. NO COMMINGLING OF CUSTOMER DATA.

The Services shall be operated in an environment where (i) all Customer Data shall be stored on files totally separate from those of other customers of Vertex Systems, or (ii) all files containing Customer Data are partitioned sufficient to protect the security and privacy of Customer Data.

10. FEES.

See **Addendum A**, Section 6.

11. TECHNICAL SUPPORT, TRAINING, AND CONSULTING SERVICES.

During the term hereof, Vertex Systems shall provide technical support in the form of responses to questions by email or telephone at no additional charge.

12. PROPRIETARY RIGHTS OWNERSHIP.

Ownership of the Proprietary Rights embodied in the Site, Services, and Vertex System Technology shall remain exclusively vested in and be the sole and exclusive property of Vertex Systems and its licensors. In addition, Customer hereby transfers and assigns to Vertex Systems any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer personnel relating to the Service. The vertexsystems.com domain name, product names, and logos associated with the Services are trademarks of Vertex Systems or third parties, and no right or license is granted to use them. All Customer data created and store by Customer on Vertex System's Site is the property of Customer. A copy of all Customer data will be provided to Customer in Comma-Separated Values ("CSV File") or a mutually agreed upon format within 30 days for the end of this Agreement, upon Customer's written request if this Agreement is terminated for any reason. If required,

Customer will be given a data dictionary with a copy of such Customer data, defining the current database structure.

13. CONFIDENTIALITY.

- A. **Mutual Exchange of Confidential Information.** The Parties anticipate that each may disclose confidential information to the other. Accordingly, the Parties desire to establish in this Section terms governing the use and protection of certain information one Party ("Owner") may disclose to the other Party ("Recipient").
- B. **Definition of Confidential Information.** "Confidential Information" means (i) the term and conditions hereof, (ii) non-public aspects of Vertex System's Site and the operation thereof, Vertex Systems Technology, and the Services and additional services provide by Vertex Systems and Vertex Systems' business and technical information and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services of this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliates to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within 15 days of the initial disclosure.
- C. **Restrictions on Use and Disclosure.** Recipient may use Confidential Information of Owner only for the purposed of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonable required to perform its obligations under this Agreement and only to its employees who have a need to know for such purpose and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.
- D. **Exclusions.** The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, though no wrongful act of Recipient, (iii) is received by Recipient from a third party free to disclose it without obligation to owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practical and reasonably cooperated with Owner to contest such disclosure.
- E. **HIPAA and HITECH Compliance.** Vertex Systems shall comply with (i) HIPAA as amended by HITECH and (ii) the terms and conditions of the Business Associate Agreement attached and incorporated herein as the HIPAA HITECH **EXHIBIT B.**

14. GENERAL SKILLS AND KNOWLEGE. Notwithstanding anything to the contrary in this Agreement, Customer agrees that Vertex Systems is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Vertex Systems.

15. CUSTOMER REPRESENTATION AND WARRANTIES.

- A. Customer represents and warrants that (i) the performance of its obligation and use of the Services (by Customer and its Authorized Users) will not violate any applicable laws, or regulations, including but without limitation any and all laws and regulations regarding the transfer of personal information of residents of the European Union, or (ii) cause a breach of any agreements with any third parties or unreasonable interfere with the use by other Vertex Systems customers of Vertex Systems services.
- B. Customer acknowledges that (i) Vertex Systems does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) Customer will use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.
- C. In the event of any breach by Customer of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Vertex Systems will have the right to suspend immediately any Services it deemed reasonably necessary by Vertex Systems to Customer and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, Vertex Systems will promptly restore the Services.

16. WARRANTY.

- A. **Vertex Systems Representations and Warranties.** Vertex Systems represents and warrants that (i) it has legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of the United States or case a breach of any agreements between Vertex Systems and any third parties. In the Event of a breach by Vertex Systems of the foregoing warranties, Customer's sole remedy is termination of this Agreement upon written notice to Vertex.
- B. **Limited Warranty.** Vertex Systems represents and warrants that the Services will: (i) conform to all material operational features as described in **EXHIBIT A**, and (ii) be free of errors and defects that materially affect the performance of such features ("Limited Warranty"), provided that Customer notifies Vertex Systems of any non-conformity, error or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of nonconforming Services at Vertex Systems' expense.

- C. **Service Level Warranty.** The service level warranty set forth in **EXHIBIT C, Service Level Agreement**, attached and incorporated herein, states Customer's sole and exclusive remedy for any performance failure of the Services in terms of levels of service. **Exhibit C** also defines the measurement upon which the quality of Services is provided by Vertex Systems and measured by Customer.
- D. **Warranty Disclaimers.** Except for the Limited Warranty and the Service Level warranty provided above, neither Vertex Systems nor any of its suppliers or resellers makes any warranty of any kind, expressed or implied, and Vertex Systems and its suppliers specifically disclaim the implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, system integration, and data accuracy. Some states do not allow disclaimers of implied warranties, so the above limitation may not apply. Customer acknowledges that no representations other than those contained in this Agreement have been made respecting the Service, and that Customer has not relied on any representation not expressly set out in this Agreement. Vertex Systems does not warrant that the Service or site will meet Customer's requirements, that the Service or Site will operate in the combinations which Customer may select or use, or that the operation of the Service or site will be uninterrupted, or error-free. Further, Customer acknowledges that Vertex Systems has no control over the internet, and that Vertex Systems is not liable for the discontinuance of operation of any portion of the internet or possible regulation of the internet which might restrict or prohibit the operation of these services.

17. DISCLAIMER OF ACTIONS OF THIRD PARTIES. Vertex Systems does not and cannot control the flow of data to or from Vertex Systems' Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although Vertex Systems will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Vertex Systems cannot guarantee that such events not occur. Vertex Systems disclaims any and all liability resulting from or related to the performance or non-performance of internet services provided or controlled by third parties which are not Vertex Systems subcontractors.

18. INTELLECTUAL PROPERTY INDEMNITY. Except for third party software including without limitation open source software, Vertex Systems will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, costs or expenses arising out of third-party claim made against Customer that the Vertex Systems Technology or Services infringe on any U.S. intellectual property right of a third party; provided, however, that Vertex Systems is notified in writing of such claim promptly after such claim is made upon Customer. In no event, shall Customer settle any such claim without Vertex Systems' prior written approval. Vertex Systems shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Vertex Systems Technology or Services other than by Vertex Systems, (ii) any combination of the Vertex Systems Technology or Services by Customer with other programs or data not furnished by Vertex Systems, or (iii) any use by Customer of the Vertex Systems Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the Vertex Systems Technology or Services are intended.

- 19. OPTIONS FOR INFRINGEMENT CLAIMS.** If any Party is enjoined from using the Vertex Systems Technology, or if Vertex Systems believe that the Vertex System Technology may become the subject of a claim of intellectual property infringement, Vertex Systems, at its option and expense, may: (i) procure the right for Customer to Continue to sue the Services; (ii) replace or modify the Vertex Systems Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in **EXHIBIT A** and Customer agrees to such modification or replacement; or (iii) terminate this Agreement in which case Vertex Systems shall refund to Customer any and all subscription fees paid in advance by Customer for those Services not provided by Vertex Systems and provide, at Customer's request and free of charge, the Customer Data in a database document format. This Section and the preceding Section sets forth the entire liability of Vertex Systems to Customer for any infringement by the Vertex Systems Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this Section does not apply to third party software including without limitation open source software.
- 20. DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** Except for indemnity obligations expressly provided herein, or in any Addendum, Exhibit, or Attachment, hereto, and any violation of confidentiality obligations, in no event shall either Party be liability to the other under any theory including contract and tort (including negligence and strict products liability) for any indirect, special or incidental or consequential damages even if the Party causing such damages has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply.
- 21. LIABILITY CAP.** Except for Vertex Systems' indemnity expressly provided herein, or in any Addendum, Exhibit, or Attachment, hereto, and Vertex Systems' confidentiality obligations, in no event shall Vertex Systems' aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, otherwise, shall not exceed the total of subscription fees payable by Customer for the six billing periods immediately preceding the claim for such liability.
- 22. INSURANCE REQUIREMENTS AND INDEMNIFICATION PROVISIONS.**
See **Addendum A**, Section 2.
- 23. TERM OF AGREEMENT.** This Agreement shall commence as of the last date it has been signed by all Parties and shall end on December 31, 2020.
- 24. TERMINATION OF AGREEMENT.**
See **Addendum A**, Section 3.
- 25. RETURN OF MATERIALS.**
See **Addendum A**, Section 3.

26. TRANSITION SERVICES. If Customer is current in all payments due to Vertex Systems at the time of expiration or termination hereof, Vertex Systems shall provide to Customer its Customer Data in a standard database document format pre-approved by County and readily available to Vertex Systems at no additional charge.

27. ARBITRATION. Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitration, and such arbitrator shall be chosen by mutual agreement of the Parties in accordance with AAA rules. The arbitration shall take place in Columbus, Ohio. The arbitrator shall apply the laws of the State of Ohio to all issues in dispute. The findings of the arbitrator shall be final and binding on the Parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing Party in the arbitration.

28. NOTICES:

See **Addendum A**, Section 15.

29. ASSIGNMENT. This Agreement shall insure to the benefit of, and be binding upon any successor to all or substantially all of the business and assets of each Party, whether by merger, sale of assets, or other agreements or operation of law. Except as provided above, Customer shall not assign this Agreement or any right or interest under this Agreement, without Vertex Systems' prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

30. CONTINUING OBLIGATIONS. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitation of liability and indemnities granted by either Party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof, and (iii) payment of any money due to Vertex Systems.

31. FORCE MAJEURE.

Neither Party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, Acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary herein, if either Party is unable to perform hereunder for a period of 30 consecutive days, then the other Party may terminate this Agreement immediately without liability by ten days written notice to the other.

- 32. U.S. GOVERNMENT END-USERS.** Vertex Systems Technology and the Vertex Systems software incorporated therein, this Site, and the Services all consist of “commercial items,” as that term is defined in 48 Code of Federal Regulations (C.F.R.) 2.101 (Oct. 1995), consisting of “commercial computer software” and “commercial computer software documentation,” as such term are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227.7202-4 (June 1995), all U.S. Government end users of this site acquire only those rights set forth herein.
- 33. MISCELLANEOUS.** This Agreement shall be construed under the laws of the State of Ohio, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. The failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision has not been included, or had been modified as above provided, as the case may be.

[Signature Page Follows]

IN WITNESS WHEREOF, County and Vertex Systems 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

RISK MANAGEMENT APPROVAL

By: Alan B. Cox 1/23/18
Alan B. Cox
Deputy County Counsel

By: James Johnson 01/23/18
James Johnson
Risk Management Analyst

INFORMATION TECHNOLOGY APPROVAL

By: Tom Schreiber 1-24-2018
Tom Schreiber
Chief Information Officer

Date: 1-25-18

VERTEX SYSTEMS
Sanford Chandler
Sanford Chandler, President/CEO
Vertex Systems, Inc

Date: 1-25-18

Joy Chandler
Joy Chandler, CFO
Vertex Systems, Inc. Tax I.D.#: On File



Service Purchase Quote

Upgrade CRM and Add Service Billing

Vertex Systems, Inc.
 2550 Corporate Exchange Drive, Ste 104
 Columbus, Oh 43231
 Phone: 614-318-7100
 Fax: 614-318-7145
 www.vertexsystems.com

Date: June 12, 2017
 Quote #: C42898 - gs
 Expires On: July 12, 2017
 Contact: Sanford Chandler
 Telephone: (614) 318-7102
 E-Mail: schandler@vertexsystems.com

Quote Prepared For:

Shasta County Opportunity Center
 Attn: Dell Lockwood
 1265 Redwood Blvd.
 Redding, CA 96003 E-
 mail:
 Phone:

Qty	Products	Monthly Subscription
	Vertex Rehab Management, One Concurrent User License - Up to 200 Clients	
2	Additional Concurrent User Licenses	
	Client Payroll Manager	
	CPM Export to Standard Format	
	Intuition by Vertex up to 200 Clients	
30	Intuition Named Users	
	Intuition - Vocational Time	
	Intuition Case Management (Upgrade from C RM)	
	Intuition - Service Billing - No EDI	
Monthly fee for first 12-months of 36-month contract		\$1,920.00
One-Time Implementation Costs*		\$10,890.00
Amount Due within 45 days of signing		\$9,285.00

Page 1 of 1

Terms of Payment

See Addendum A Section 6.A through 6.D. COMPENSATION AND PAYMENTS.

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 CC: 53000

EXHIBIT B

**ADDENDUM TO CONTRACT/AGREEMENT
(HIPAA Business Associate Agreement)
(Revised 5/9/13)**

This Addendum is attached to, and incorporated into the Agreement, entitled Vertex VCloud Services Agreement, between the County of Shasta and Vertex Systems, Inc., dated _____.

Definitions.

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations, subtitle A, subchapter C, parts 160 and 164. All section references in this Addendum are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a) **Business Associate.** “Business Associate” shall mean the party with whom County of Shasta is contracting, as referenced above.
- b) **Underlying Agreement.** “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- c) **Covered Entity.** “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.

Obligations and Activities of Business Associate.

Business Associate shall:

- a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement

EXHIBIT B

- d) Report, as soon as reasonably practicable, to Covered Entity's Privacy and or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. This report will include at least the following information: (a) the nature of the non-permitted or violating use or disclosure or Security Incident; and (b) the PHI and EPHI used or disclosed. This does not relieve Business Associate of his/her/their continuing obligations under the agreement or any State or Federal reporting requirements.
- e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.
- f) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- g) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.
- h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- j) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.

- l) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.
- m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity.

- a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.
- b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity.

Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- a) *Term.* The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to

return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.

- b) Termination for Cause. Upon County of Shasta's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- c) Effect of Termination.
 1. Except as provided in paragraph (2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.
 2. In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

Miscellaneous

- a) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s).
- b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum entitled "Effect of Termination" shall survive the termination of the Underlying Agreement.
- c) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

SERVICE LEVEL AGREEMENT

During the term of this agreement, Vertex Systems shall:

1. DEFINITIONS.

- A. **Service Level:** The measurement upon which the quality of Services is measured.
- B. **Basic Service Level:** Any Services Level set forth in this Agreement or as set forth in **EXHIBIT A.**, that is not a Critical Service Level.
- C. **Critical Service Level:** Any Service Level that is described as “critical” in this Agreement of applicable Exhibits.
- D. **Downtime:** Any period where the Services are not available to the end users, regardless of reason.
- E. **Exempt Downtime:** Downtime where the Parties have previously agreed upon the time and duration of such Downtime. Only Downtime occurring during such previously-agreed period shall be deemed Exempt Downtime. Exempt Downtime may also consist of regularly scheduled events if such events are described in **EXHIBIT A.**
- F. **Performance Credit:** A single Performance Credit shall be one day of subscription fees calculated on a monthly basis assuming 30-day calendar month.
- G. **Unscheduled Downtime:** All Downtime that is not Exempt Downtime.

2. PROCEDURES.

The establishment of Service Levels shall be accomplished as follows:

- A. **Commencement:** Service Levels are established as provided herein and will be measured starting on the “go live” date for the Services. Service Level reporting will be put into effect starting on the “go live” date for the Services.
- B. **Service Level Changes:** The Parties may agree to add, delete or modify Service Levels. All such changes shall be mutually agreed to in writing, via an amendment. Should new technology or improved measurement capabilities be deployed by Vertex Systems that impact the Services Level reports, Vertex Systems and Customer will negotiate an agreeable new measurement process and amend this Exhibit as appropriate. Should Vertex Systems and Customer agree to implement a new reporting mechanism, Vertex Systems and Customer will establish new Service Levels to be aligned with the new reporting mechanism.
- C. **Downtime Incident Reporting:** Upon receipt of a written request from Customer for a prior calendar month requesting information regarding a specific instance of Downtime, Vertex Systems will provide Customer with a related incident report from which Customer may determine any Downtime. In order to receive a Performance Credit in connection with a particular instance of Downtime, Customer must notify Vertex Systems within 30 days from the time Customer receives the incident report.

- Failure to comply with this requirement will forfeit Customer's right to receive a Performance Credit for the applicable instance of Downtime.
- D. **Excused Failures:** Failure to meet Services Levels will not be deemed to be a failure by Vertex Systems if one of the following conditions exists: (i) the failure is mutually agreed not to be the fault of Vertex Systems; (ii) the failure of Customer to carry out relevant obligations causing the failure; (iii) failure of equipment not provided or maintained by Vertex Systems; or (iv) Force Majeure Events.
 - E. **Performance Credits:** Performance Credits shall accrue to due to Basic Service Level Failures and Critical Service Level Failures. All Performance Credits are cumulative and issuance of Performance Credits shall not be deemed to waive any other right of Customer under this Agreement.
 - F. **Basic Service Level Failure:** If, in any given month, Vertex Systems fails to meet a Basic Service Level for the services described herein (each, a "Basic Service Level Failure"), Vertex Systems shall issue one Performance Credits to Customer, which may, in Vertex Systems' sole discretion, either be paid to Customer in a cash payment to be received within 30 days of any such request or be applied to the next billing period's charges.
 - G. **Critical Service Level Failure:** If, in any given month, Vertex Systems fails to meet a Basic Service Level for the services described herein (each, a "Critical Service Level Failure"), Vertex Systems shall issue three Performance Credits to Customer, which may, in Vertex Systems' sole discretion, either be paid to Customer in a cash payment to be received within 30 days of any such request or be applied to the next billing period's charges.

3. SERVICE LEVEL MATRICS.

In addition to any Service Levels described in detail in **EXHIBIT A**, and unless these Service Levels are expressly modified in the **EXHIBIT A**, the following Service Levels are deemed to be default metrics and will apply to the Agreement.

- A. **Availability** shall be measured based upon a 30-day month times 24 hours per day. The Services shall be online and available 98.5% of the time, excluding Exempt Downtime, as calculated for each calendar month. If the Services are available between 98.0% and 98.49% of the time, a Basic Service Level Failure shall be deemed to have occurred. If the services are available between 97.5% and 97.99% of the time, two Basic Service Level Failures shall be deemed to have occurred. If the Services are available between 97.0% and 97.49% of the time a Critical Service Level Failure shall be deemed to have occurred. If the Services are available less than 97.0% of the time, two Critical Service Level Failures shall be deemed to have occurred, and a 25% credit of fees shall be due from Vertex Systems to Customer for the month that such failures have occurred.
- B. **Backups:** Failure by Vertex Systems to produce an Incremental Backup shall result in one Basic Service Level Failure. Failure by Vertex Systems to produce a Weekly Backup shall result in one Critical Service Level Failure.

4. MAXIMUM PERFORMANCE CREDITS:

Notwithstanding the foregoing, the aggregate maximum number of Performance Credits to be issued by Vertex Systems to Customer for events that occur in a single calendar month shall not exceed five Performance Credits.

5. TERMINATION OPTION FOR CHRONIC PROBLEMS:

Either Party may terminate this Agreement and without liability or penalty by notifying the other Party within 10 days following the occurrence of either of the following: (i) Customer experiences more than five Unscheduled Downtime periods in any three consecutive calendar month periods; or (ii) Customer experiences more than eight consecutive business hours of Unscheduled Downtime due to any single event. Such termination will be effective 30 days after receipt of such notice by the terminating Party.

6. SUSPENSION.

If Vertex Systems is materially hampered in fully performing hereunder for any reason outside of Vertex Systems' reasonable control including without limitation any Force Majeure Event (all of which events are herein called "Disability") Customer may suspend use of the Services and its obligations to make subscription fee payments to Vertex Systems during the period of such Disability.

Addendum A

This is an **Addendum A** to the Vertex Systems Agreement (“Agreement”) between Vertex Systems, Inc. (“Vertex Systems”) and the County of Shasta, through its Health and Human Services Agency (“Customer”). In the event of a conflict between this Addendum A and the terms of the Agreement, Purchase Order, Service Purchase Quote, and any of its other Addendums or Exhibits, the terms of **Addendum A** shall prevail.

Section 1. INDEMNIFICATION.

Each Party shall defend, indemnify, and hold the other Party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expenses (including reasonable attorney's fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, subcontractors, or volunteers.

Section 2. INSURANCE COVERAGE.

- A. Without limited Vertex System’s duties of defense and indemnification, Vertex Systems 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 insurance necessary to protect the Customer and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary to any other insurance maintained by customer.
- B. Vertex Systems and any subcontractor shall obtain and maintain continuously required Workers’ Compensation and Employer’s Liability insurance to cover Vertex Systems, subcontractor, Vertex Systems partner(s), subcontractor’s partner(s), Vertex Systems’ employees, and subcontractor(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 Vertex Systems or subcontractor. Each such policy shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against Customer, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Vertex Systems hereby certifies that Vertex Systems 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 Vertex Systems shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Vertex Systems shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. Without limiting any of the obligations or liabilities of Vertex Systems, Vertex Systems shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Vertex Systems is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this agreement to cover any and all claims.
- E. Vertex Systems shall require subcontractors to furnish proof to Customer that liability and Workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Vertex Systems pursuant to this Agreement.
- F. With regard to all insurance coverage required by this Agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Vertex Systems 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, Vertex Systems or subcontractors 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 year after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Vertex Systems 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 within three years after the expiration 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 *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and Vertex Systems shall notify Customer within 10 days of any reduction or cancellation of coverage. 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 Services Office endorsement CG 20 26 for on-going operations, and CG 20 26for 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, 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) Vertex Systems shall provide the Customer with an endorsement or amendment to Vertex Systems' policy of insurance as evidence of insurance protections 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, Vertex Systems shall provide, 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 one year. In the event Vertex Systems 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, Vertex Systems shall provide County a certificate of insurance reflecting those limits.
 - (8) Any of Vertex System's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 3. TERMINATION OF AGREEMENT.

- A. If Vertex Systems materially fails to perform Vertex System's responsibilities under this Agreement to the satisfaction of Customer, or if Vertex Systems fails to fulfill in a timely and professional manner Vertex Systems' responsibilities under this Agreement, or if Vertex Systems violates any of the terms or provisions of this Agreement, then Customer shall have the right to terminate this agreement for cause immediately upon Customer giving written notice thereof to Vertex Systems. If termination for cause is given by Customer to Vertex Systems and it is later determined that Vertex Systems 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. Customer may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased during the term of this Agreement.
- D. Customer's right to terminate this agreement may be exercised by Customer's County Executive Officer, Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director.
- E. Should this Agreement be terminated, Vertex Systems shall provide, within 30 days to Customer and any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Vertex Systems pursuant to this Agreement.
- F. Termination by Vertex Systems for End of Life. Vertex Systems intends to continue to provide and support the Services for so long as Customer renews in accordance with the applicable Purchase Order; provided, however, if, Vertex Systems determines in its sole discretion that it is no longer feasible to support the Services, Vertex System may terminate this Agreement for end of life at any time by providing 180 days written notice to Customer.
- G. Within 30 days of the expiration or termination of any license under any part of this Agreement, Customer shall return to Vertex Systems any materials provided by Vertex Systems.
- H. If this Agreement is terminated, Vertex Systems shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 4. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Vertex Systems 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. Vertex Systems shall not discriminate in employment practices or in delivery of services on the basis of race, color, creed, 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. Vertex Systems represents that Vertex Systems is in compliance with and agrees that Vertex Systems shall continue to comply with the Americans with Disability 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. No funds or compensation received by Vertex Systems under this Agreement shall be used by Vertex Systems for sectarian worship, instruction, or proselytization. No funds or compensation received by Vertex Systems under this Agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
 - E. In addition to any other provisions of this Agreement, Vertex Systems shall be solely responsible for any and all damages caused and/or penalties levied, as the result of Vertex Systems noncompliance with the provisions of this section.

Section 5. CONFIDENTIALITY OF CONSUMER INFORMATION.

- A. During the term of this Agreement, Vertex Systems may have access to Consumer (As defined in Welfare and Institutions Code section 4512 (d)) information and records that are confidential pursuant to Welfare and Institutions Code section 4514. Vertex Systems agrees to provide adequate precautions to protect the confidentiality of such Consumer information in accordance with Welfare and Institutions Code section 4515, and all other applicable state and federal statutes and regulations regarding confidentiality of persons with developmental disabilities. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 6. COMPENSATION AND PAYMENTS.

- A. One-Time Implementation Fees: Vertex Systems will provide software installation and training services described in Sections 2.B. and 2.C. of the main Agreement. These professional implementation and training services are subject to a one-time fee of \$10,890 to be paid as follows:
 - 1) \$9,285 due within 15 days of signed agreement, and prior to the start of software installation.
 - 2) \$1,605 due within 45 days of signed agreement.
- B. Monthly Subscription Fees: Vertex Systems will provide subscription license grants, and update security, and database maintenance as described in Sections 2.A. and 2.D. of the main Agreement to be paid as follows:
 - 3) Year One: \$1,920 per month, not to exceed \$23,040 annually.
 - 4) Year Two: \$1,968 per month, not to exceed \$23,616 annually.
 - 5) Year Three: \$2,017.20 per month, not to exceed \$24,206.40 annually.
- C. First Month Subscription Fee is due within 45 days of the signed Agreement. Remainder of Monthly Subscription Fees will begin once the system has been deployed and is fully functional for use. These fees will be paid via Electronic Funds Transfer ("EFT") on the 1st of each month.

- D. In no event shall the maximum amount payable under this Agreement exceed \$81,752.40.

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. Vertex Systems shall be entitled to no other benefits than those specified herein. Vertex Systems specifically acknowledges that in entering into and executing this Agreement Vertex Systems 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 Vertex System and HHSAs Director or any HHSAs Branch 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). In addition, the Chief Executive Officer and Vertex may sign non-monetary amendments for Service Level Changes.
- 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 arises between the provisions of this Addendum and the provisions of any of this Agreement's exhibits or appendices, the provisions of this Addendum shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this Agreement is intended to secure the specialized services of Vertex Systems, Vertex Systems may not assign, transfer, delegate, or sublet any interest herein without prior written consent of Customer. The waiver by Customer of any breach of this Agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF VERTEX SYSTEMS.

Vertex Systems 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 Customer to exercise discretion or control over the professional manner in which Vertex Systems performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services provided by Vertex Systems shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Customer is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Vertex Systems 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 Vertex Systems were an employee of Customer. Customer shall not be responsible for making deductions for any amount for any purpose from Vertex System's compensation. Vertex Systems shall not be eligible for coverage under Customer's workers' compensation insurance plan nor shall Vertex Systems be eligible for any other Customer benefit.

Section 10. NOTICE OF CLAIM; APPLICABLE LAW.

If any claim for damages is filed with Vertex Systems or if any lawsuit is instituted concerning Vertex Systems' performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect Customer, Vertex Systems shall give prompt and timely notice thereof to Customer. 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.

Section 11. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT.

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

Section 12. LICENSES AND PERMITS.

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

Section 13. PERFORMANCE STANDARDS.

Vertex Systems shall perform the work or services required by this Agreement in

accordance with the industry and/or professional standards applicable to Vertex Systems' work or services.

Section 14. CONFLICTS OF INTEREST.

Vertex Systems and Vertex Systems' 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 15. NOTICES.

A. 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 if writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by reputable overnight courier, the business day after the date of shipment.

If to Customer: Branch Director
 HHSA Regional Services
 1506 Market Street
 Redding, CA 96001-1023
 Phone: (530) 229-8319
 Fax: (530) 225-5245

If to Vertex Systems: Chief Executive Officer
 Vertex Systems., Inc.
 2550 Corporate Exchange Drive, Suite 104
 Columbus, OH 43231-8618
 Phone: (614) 318-7100
 Fax: (614) 318-7145

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 3.B. of this Exhibit C., 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 16. 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 17. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 18. PROPERTY TAXES.

Vertex Systems represents and warrants that Vertex Systems, on the date of execution of Agreement, (1) has paid all property taxes for which Vertex Systems is obligated to pay, or (2) is current in payments due under any approved property taxes at all times during the term of this Agreement.

Section 19. USE OF CUSTOMER PROPERTY.

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - Law and Justice-13.

SUBJECT:

The ClaaS Group Leadership Training Agreement.

DEPARTMENT: Child Support Services

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Morelock, Director, (530) 229-8762

STAFF REPORT APPROVED BY: Terri Morelock, Director

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

RECOMMENDATION

Approve and authorize the: (1) Chairman to sign an agreement with Chelcour LLC, d.b.a. The ClaaS Group (TCG), in an amount not to exceed \$32,000 to provide online DISC (dominant, influencing, steadfast, and compliant) Assessment and in-house instructor-led leadership training for a period of one year effective the date of signing; and (2) Child Support Services Director to authorize selected staff to sign the User Authority terms and conditions for accessing the online DISC Assessment.

SUMMARY

The Department of Child Support Services (department) desires to enter into a contract with Chelcour LLC, d.b.a. The ClaaS Group (TCG), to conduct DISC Assessment and Leadership Training to current staff in the department. The department recognizes the benefit of enhancing leadership skills of high-potential child support professionals in preparation for potential advancement in the department.

DISCUSSION

The department is experiencing a high turnover in management and supervisory staff due to retirements and attrition. The department sees the need to develop high-potential employees to fill leadership positions over the next several years. Staff participation is voluntary; however, there will be a selection process. Through the proposed agreement, TCG will conduct DISC (dominant, influencing, steadfast, and compliant) Assessments, which includes DISC Assessment/Interpretation for Management/Supervisory Team; and develop curriculum and conduct seminars facilitation for up to 15 staff, which includes DISC Assessment/Interpretation and four 4-hour instructor-led tailored seminars every third or fourth week, for a four-month period. The DISC Assessment provides a highly-detailed analysis of each individual's natural and adaptive behavioral styles. A person's behavior is often the strongest predictor of fit; whether that be within a particular job, as the member of a team, or as the leader of an organization.

ALTERNATIVES

The Board could choose not to approve the agreement or request revisions be made to the agreement.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the agreement and approved as to form. Risk Management has reviewed and approved the agreement. Shasta County Information Technology has reviewed and approved the agreement. The County Administrative Office has reviewed the recommendation.

FINANCING

There are no County General Funds requests with approval of this recommendation. The expenditure associated with this agreement is available in the department's 2017/2018 Adopted Budget and is considered in the 2018/2019 budget requests.

ATTACHMENTS:

Description	Upload Date	Description
PSA between Shasta County and Chelcour	2/7/2018	PSA between Shasta County and Chelcour

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
CHELCOUR LLC**

This agreement is entered into between the County of Shasta, through its Department of Child Support Services (“DCSS”), a political subdivision of the State of California (“County”) and Chelcour LLC, DBA The ClaaS Group TCG (“Consultant”) for the purpose of developing and presenting a Leadership Development Program (collectively, the “Parties” and individually a “Party”).

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Conduct DISC Assessment, including DISC Analysis Session, as follows: One four-hour instructor-led DISC Assessment/Interpretation for Management/Supervisory Team (14 participants). Additional participants may be added up to a maximum of 20 per instructor-led DISC Assessment/Interpretation. See Exhibit A, County of Shasta Department of Child Support Services DISC Proposal for Leaders, attached and incorporated herein.
- B. Conduct Curriculum Development and Project Management. See Exhibit B, Leadership Development Program for Shasta County, attached and incorporated herein.
- C. Conduct Seminars Facilitation as follows, see Exhibit B:
 - (1) Create a vetting process with the objective to assist the County in the selection of high-potential employees.
 - (2) Provide a one-hour virtual instructor-led orientation review of the program, expectations, and launch of DISC.
 - (3) Conduct DISC Assessment, including online Assessment Pre-Seminar. Up to 15 enrollees. Additional participants may be added up to a maximum of 20.
 - (4) DISC Analysis Session: One four-hour instructor-led DISC Assessment/Interpretation.
 - (5) Four - four-hour instructor-led tailored seminars offered every third/fourth week, for four months.
 - (6) Project support sessions by the facilitator to reinforce lessons learned in class and assist with final capstone projects.
 - (7) Post-session individual and group work.

NO WITHHOLDING

- (8) One report-out session in month four.
- (9) Final presentation.
- (10) Certificate of Completion for each participant awarded at the end of the program.
- (11) Class size of 13 to 20 enrollees.
- (12) Subject Matter Experts (“SMEs”) will be available to meet for at least one hour per module to discuss organization examples, scenarios, group profiles, and additional items as defined.
- (13) Scope of Work attached and incorporated herein as Exhibit B for description of training model, tailored seminar topics, capstone review, and final presentation.
- (14) Consultant will provide a PDF version of the presentation and printed participant workbooks; additional printed materials are available at an additional cost.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Participate in the DISC Assessment: The DISC Assessment is one element of the Leadership Training Program. Participation in the program is voluntary. Participation in the DISC Assessment requires each participant to accept Terms and Conditions to access the online assessment. DCSS’s Director is granted authority to authorize employees of DCSS to accept the Terms and Conditions of the online assessment solely for the purpose of accessing and completing the online assessment described in Section 1, C(3) above. Consultant’s Terms and Conditions for the online assessment only are attached and incorporated herein as Exhibit C.
- B. Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid \$4,350 for services described in Section 1.A. of this agreement, including travel for facilitator and printed material. Additional participants may be added at \$50 per participant.
- B. Consultant shall be paid \$5,800 for services described in Section 1.B. of this agreement, including travel cost for facilitator and printed material.
- C. Consultant shall be paid \$19,013 for the services described in Section 1.C. of this agreement. Additional participants may be added at \$50 per participant.

NO WITHHOLDING

- D. County will not reimburse Consultant for alcohol, in-room movies, laundry, sundry, or family expenses.
- E. In accordance with the budget as prescribed in section 4, County shall pay to Consultant \$29,163 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event, shall the maximum amount payable under this agreement exceed \$32,000.
- F. Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.
- G. 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 DCSS Director within five days after completion of the services prescribed in Section 1.A., DISC Assessment/Interpretation for Management/Supervisory Team, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant’s correct and approved statement or invoice.
- B. Consultant shall submit to DCSS Director within five days after completion of the services prescribed in Section 1.B., Curriculum Development and Project Management, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant’s correct and approved statement or invoice.
- C. Consultant shall submit to DCSS Director within five days after completion of each four-hour seminar as prescribed in Section 1.C.(5), Seminars Facilitation, an itemized statement or invoice of services rendered. Compensation as stated in Section 3.C. shall be paid in four equal installments. County shall make payment within 30 days of receipt of Consultant’s correct and approved statements or invoices.
- D. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse county, or the state or federal government, as directed by county, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning as of the last date it has been signed by all Parties. Notwithstanding the foregoing, County shall not

NO WITHHOLDING

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.

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 will provide the Consultant with a written Notice of Correction identifying the deficiency. Consultant shall have 15 days in which to make the requested changes to bring the deficiency into a compliant state. If the Consultant fails to correct the deficiency to the satisfaction of County within 15 days from receipt of the Notice of Correction being received by the consultant contract signatory, 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. Notwithstanding any terms set forth in Section 6.A. of this agreement, 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 DCSS Director or his/her designee.
- 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

NO WITHHOLDING

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 DCSS Director or his/her designee, 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.

NO WITHHOLDING

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 duties of defense and 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 that 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

NO WITHHOLDING

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 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.
- D. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant 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 ongoing 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:

NO WITHHOLDING

- 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. 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.
- E. 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 insure 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.

NO WITHHOLDING

- C. 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.

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.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 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

NO WITHHOLDING

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: County Administrative Office
1450 Court Street, Suite 308A
Redding, CA 96001-1680

And to: Director
Shasta County Dept. of Child Support Services
P.O. Box 994130
Redding, CA 96099-4130
Phone: (530) 229-8762
Fax: (530) 225-5458

If to Consultant: Chelcour LLC, DBA TCG - The CLaaS Group
105 Wellington Trace
Atlanta, GA 30328
Phone: (770) 235-9423
Tax ID # 45-4408621

- 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. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment

arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to 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 25. 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 26. SAFEGUARD OF INFORMATION.

A. In performance of this contract, the Consultant will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Consultant to inform its officers and employees of the provisions of IRC Sections 721.3 and 721.3A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)l. Additionally, it is incumbent upon the Consultant to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(l), which is made applicable to contractors by 5 U.S.C. 552a(m)(l), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually-identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and

NO WITHHOLDING

who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- B. Timely notification of an unauthorized disclosure of FTI is the most important factor. The Consultant will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The Consultant should not wait to conduct an internal investigation to determine if FTI was involved.

Section 27. CERTIFICATION OF LOBBYING.

Certify, by signing this agreement, that no federal appropriated funds will be paid to 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 the awarding of any federal contract, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

Section 28. CERTIFICATION OF CONSULTANT.

Certify, by signing this agreement, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable.

Section 29. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 30. USE OF COUNTY PROPERTY.

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

[SIGNATURE PAGE FOLLOWS]

NO WITHHOLDING

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

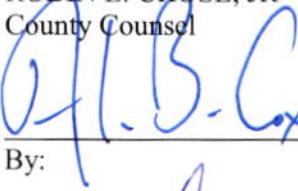
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

Risk Management Approval

 2/6/18
By: _____

By:  02/06/18

Information Technology Approval

 2-7-2018
By: _____
Thomas Schreiber, Chief Information Officer

CONSULTANT

Date: 02/01/2018

By:  _____
Michael Cufaro – Managing Partner
Chelcour LLC. DBA TCG – THE CLaaS
GROUP
Tax I.D.#: 45-44-08621



EXHIBIT A
County of Shasta Department of Child Support Services
DISC Proposal for Leaders



Summary:

[DISC Assessment Online](#)

Description

The DISC Assessment provides a highly-detailed analysis of each individual's Natural (i.e., personal/internal) and Adaptive (i.e., workplace/external) behavioral styles. A person's behavior is often the strongest predictor of fit; whether that be within a particular job, as the member of a team, or as the leader of an organization.

[DISC Assessment Overview \(4 hours face to face session\)](#)

Description:

The DISC overview session is the interpretation of DISC results from the DISC Assessment. Participants learn about development opportunities and gain insight into the personal preferences one has about their perceptions and the way they react to the activities at work and in personal life. The seminar uses the understanding of these perceptions in the basic communicational skills with others of like and differing methods of perception.

[Pricing](#)

Description	Solution Type	Price
DISC Assessments and 4-hour Review Session	Price includes up to 14 people for assessment and class. *Included travel for facilitator and printed material	\$4,350

[Projected Rollout Date:](#)

March 2018



EXHIBIT B

Leadership Development Program for Shasta County



Presented by Debbie Townley
The CLaaS Group, LLC
1/24/18



Scope of Work

County of Shasta Department of Child Support Services is seeking a Leadership Training Program for high potential employees. Due to a high number of upcoming retirements, and high employee attrition, the Department sees the need to develop high potential employees to fill required potential leadership positions that are needed in the next few years. The proposed program could be offered to up to 20 individuals and completed within 4 months.

The program would consist of the following:

- Four 4-hour Instructor-led seminars offered every third/fourth week.
- Maximum cohort group of up to 20 participants.
- Five topics instructed over 4 months.
- Project support sessions offered by the facilitator to reinforce lessons learned in class and assist with final capstone projects.
- Post-session individual and group work.
- One Report out session in month 4.
- Certificate of Completion for each participant awarded at the end of the program.

Solution Overview

Target Group: High Potential Employees Selected for the Program

Item	Quantity	Delivery Format	Audience Size	Seminar Detail
Vetting High Potential Assessment	1	Hard Copy PDF Deliverable	Unlimited	Create a Vetting process with the objective to assist in high potential staff selection to enter the program.
Orientation	1	1 Hour Virtual Instructor- Led session	15	Orientation review of the program, expectation, and launch of DISC.
DISC Assessment	15	Online Assessment – Pre-Seminar	Up to 15 *Additional assessments available for an extra fee	DISC - Participants identify both their interactive preferences and develop strategies to better meet the demands of their environment. They self-assess against four dimensions of normal behavior – dominant, influencing, steadfast, and compliant.



DISC Analysis Session	1- Four Hour Session	Instructor – Led Training - ILT	15 Participants	Review of online DISC assessment/interpretation.
Tailored Seminars (see descriptions below)	3 -Three Hour Sessions + One Hour Review Session	Instructor - Led Training - ILT	Up to 15	<ul style="list-style-type: none"> • Understanding Team Development.\ • Developing Effective Leaders for the Future/Mentoring • Capstone Review
Final Presentation	2 Hours	Instructor-Led on site	Up to 15	This seminar is designed as a culminating experience where participants are assigned projects to present to higher-level management. Projects incorporate topics and outlines expectations to be addressed by each team member in order to assist with effective application into the workplace.

Rollout Schedule

June 2018

Classes will be run every 3 to 4 weeks with a capstone presentation focus from month one. Participants will receive support from the facilitator each month to guide them with questions and help ensure the application of learned skills to the work setting.

Solution Details

DISC Assessment

DISC Analysis and Orientation	
Description	Orientation and DISC Analysis
Outline	<p>Orientation: An orientation session will be conducted for all participants and managers. This session will outline the seminar objectives, time lines, expectations, assignments, and final project overview.</p> <p>DISC Analysis: Participants identify both their interactive preferences and develop strategies to better meet the demands of the environment. Class activities allow participants to experiment with new behaviors based on results of the assessment. These behaviors may be used to improve interpersonal interactions in the work environment.</p>



Tailored Seminar Topics

Understanding Team Development	
Description	This seminar focuses on tools to effectively manage diverse teams. Participants will explore techniques and strategies to effectively encourage, create, and support team diversity, while leveraging strengths to support innovative and performance driven outcomes.
Objectives	<ul style="list-style-type: none"> • Understand team dynamics • Recognize and understand the meaning of diversity in the workplace • Create high performing teams • Identify team building strategies

Developing Leaders for the Future: Leadership and Mentoring	
Description	This seminar will focus on the attributes and elements needed to become good leaders. Individuals will explore tools, techniques, and ways to develop your leadership skills, as well as help others to realize their potential.
Objectives	<ul style="list-style-type: none"> • Understand what makes a good leader • Learn about leadership styles and theories • How to apply leadership skills to the workplace

Capstone Review	
Description	This seminar will focus on the elements needed to create a successful delivery of the Capstone project. Individuals will look at developing ones' presentation skills and project planning skills along with how applying those skills is a benefit to others, yourself, and the organization. Teams will receive individual attention to review their project progress. Teams will also be able to practice their presentation skills.
Objectives	<ul style="list-style-type: none"> • Learn project planning skills • Improve public speaking skills • Learn successful presentation skills

Final Presentation	
Description	Final Presentation and Summary Review Sessions
Outline	This final presentation is designed as a culminating experience where participants are assigned projects to present to higher-level management. Projects incorporate all three topics and outline expectations to be addressed by each team member in order to assist with effective application into the workplace.



The Review Sessions are designed as workshops led by facilitator to assist participants in planning and working in teams to complete project deliverables.

Seminar Investment

Solution	Price
Curriculum Development and Project Management (scheduling, calls, reviews, surveys) *Includes travel cost for facilitator and printed material.	\$5,800
Seminars - Facilitation <ul style="list-style-type: none"> • DISC Assessments - 15 (could add additional for \$50 each) • 4 hours of instructor-led seminars, on site, one time every 3 - 4 weeks, for 4 months • 1 Cohort – 15 (could increase to 20) • Final Capstone Evaluation Session • Coaching support by facilitator monthly 	\$19,013
Total Price	\$24,813

Assumptions

- Subject Matter Experts (SMEs) will be available to meet for at least 1 hour per module to discuss organization examples, scenarios, group profiles, etc.
- Shasta County will be responsible for communications and registration of learners for the seminars and will provide the final group size two weeks prior to launch date.
- Final pricing terms and conditions are subject to a signed agreement between Chelcour LLC, DBA The CLaaS Group and Shasta County.
- The CLaaS Group will provide a PDF version of the presentation and printed participant workbooks; additional printed materials are available at an additional cost.
- Payment is due within 30 days of date of receipt of invoice by County.

EXHIBIT C

Terms & Conditions: There are no warranties, express or implied, regarding this online assessment. You assume full responsibility, and the authors & assessment company and their agents, distributors, officers, employees, representatives, related or affiliated companies, and successors, and the company requesting you to complete this Assessment (THE GROUP) shall not be liable for, (i) your use and application of this Assessment, (ii) the adequacy, accuracy, interpretation or usefulness of this Assessment, and (iii) the results or information developed from your use or application of this Assessment.

You waive any claim or rights of recourse on account of claims against THE GROUP either in your own right or on account of claims against THE GROUP by third parties. You shall indemnify and hold THE GROUP harmless against any claims, liabilities, demands or suits of third parties.

The foregoing waiver and indemnity shall apply to any claims, rights of recourse, liability, demand or suit for personal injury, property damage, or any other damage, loss or liability, directly or indirectly arising out of, resulting from or in any way connected with this Assessment, or the use, application, adequacy, accuracy, interpretation, usefulness, or management of this Assessment, or the results or information developed from any use or application of this Assessment, and whether based on contract obligation, tort liability (including negligence) or otherwise.

In no event, will THE GROUP be liable for any lost profits or other consequential damages, or for any claim against you by a third party, even if one or more of THE GROUP has been advised of the possibility of such damages.

Accept

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - Law and Justice-14.

SUBJECT:

Resolutions Authorizing the District Attorney to continue to Act as Grant Agent for the Workers' Compensation and Automobile Insurance Fraud programs for the period July 1, 2018 through June 30, 2021.

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	No Additional General Fund Impact

RECOMMENDATION

Take the following actions regarding the Workers' Compensation Insurance Fraud and the Automobile Insurance Fraud revenue grant programs for the period July 1, 2018, through June 30, 2021: (1) Adopt a separate resolution for each program which approves and authorizes the Shasta County District Attorney to: (a) continue to serve as the agent for each program; (b) sign award agreements with the California Department of Insurance for each program; and (c) execute and submit future related documents (including retroactive) for each program including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of each program; and (2) limit the District Attorney's signing authority to \$675,000 for both revenue programs.

SUMMARY

The recommended action will allow the District Attorney to continue to act as the agent for Shasta County, including signing revenue agreements with the California Department of Insurance, and administer grant programs to investigate and prosecute Workers' Compensation and Automobile insurance fraud crimes.

DISCUSSION

The Board previously authorized the District Attorney to apply for funding from the California Department of Insurance (since the 1990s) to administer insurance fraud programs and the amount of funding varies from year to year. Grant applications and funding amounts for Fiscal Year 2018-2019 are not yet available to the department. However, the Board-approved resolutions are required to be attached to the applications which will be submitted by the department in April (Workers' Compensation Fraud) and June (Automobile Insurance Fraud). Award letters are typically received in September for each of the programs. For Fiscal Year 2017-2018, the award for the Workers' Compensation Insurance Fraud Program was \$147,122 and the funding was used to cover the costs of a full-time investigator, 5% of a prosecutor, and a few operating costs including \$2,000

to pay for a grant-required annual audit by an independent Certified Public Accountant (CPA) firm. There were 59 Workers' Compensation fraud cases on file which were investigated and/or prosecuted during the previous Fiscal Year. For Fiscal Year 2017-2018, the award for the Automobile Insurance Fraud Program was \$55,000 and the funding was used to cover the costs of 40% of an investigator, 5% of a prosecutor, and a few operating costs including \$2,000 to pay for a grant-required annual audit by an independent CPA firm. There were 22 automobile insurance fraud cases on file which were investigated and/or prosecuted during the previous Fiscal Year.

ALTERNATIVES

The Board could choose not to approve the resolutions; could defer acting on the resolutions until a later date; or could seek additional information from the District Attorney's Office.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation. County Counsel has reviewed and approved the resolutions as to form.

FINANCING

The District Attorney's Office investigates and prosecutes insurance fraud crimes with or without this grant funding. The grants typically reimburse a major portion of allocated salaries and benefits, with the exception of Other Post-Employment Benefits (OPEB) estimated at \$3,900 annually for both fraud programs. The grants also cover a few operating costs associated with the programs (\$17,000 during Fiscal Year 2017-2018) including costs (\$2,000 for each program) for grant-required annual audits by an independent CPA firm. Revenue for the unreimbursed costs for the programs was included in the Department's annual budget and no additional General Fund support is being requested as a result of the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Workers' Comp Resolution	2/6/2018	Workers' Comp Resolution
Auto Fraud Resolution	2/6/2018	Auto Fraud Resolution

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING THE SHASTA COUNTY DISTRICT ATTORNEY TO CONTINUE TO
SERVE AS THE AGENT AND SIGN AGREEMENTS AND RELATED DOCUMENTS
BETWEEN THE COUNTY OF SHASTA AND
THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE FOR OPERATION
OF THE WORKERS' COMPENSATION INSURANCE FRAUD GRANT PROGRAM
FOR SHASTA COUNTY**

WHEREAS, the Shasta County Board of Supervisors has previously entered into an agreement with the California Department of Insurance and desires to continue the program to investigate and prosecute Workers' Compensation Insurance Fraud in accordance with applicable statutes; and

WHEREAS, the grant funding for this program is provided for through the California Insurance Code section 1872.83, California Code of Regulations Subchapter 9, Article 3, section 2698.55 and administered by the California Department of Insurance; and

WHEREAS, on April 21, 2015, the Board of Supervisors adopted Resolution No. 2015-047 which authorized the District Attorney to sign program-related documents through June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby approves and authorizes the Shasta County District Attorney to continue to serve as the agent for the County of Shasta for the Workers' Compensation Insurance Fraud grant program (WC Program), to sign award agreements with the California Department of Insurance, and to execute and submit future WC Program-related documents (including retroactive) including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of the WC Program for the period July 1, 2018, through June 30, 2021; and

BE IT FURTHER RESOLVED that: 1) it is agreed that any liability arising out of performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability; and 2) the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

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:
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

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING THE SHASTA COUNTY DISTRICT ATTORNEY TO CONTINUE TO
SERVE AS THE AGENT AND SIGN AGREEMENTS AND RELATED DOCUMENTS
BETWEEN THE COUNTY OF SHASTA AND
THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE FOR OPERATION
OF THE AUTOMOBILE INSURANCE FRAUD GRANT PROGRAM FOR SHASTA
COUNTY**

WHEREAS, the Shasta County Board of Supervisors has previously entered into an agreement with the California Department of Insurance and desires to continue the program to investigate and prosecute Automobile Insurance Fraud in accordance with applicable statutes; and

WHEREAS, the grant funding for this program is provided for through the California Insurance Code section 1872.8, California Code of Regulations Subchapter 9, Article 4, section 2698.65 and administered by the California Department of Insurance; and

WHEREAS, on June 16, 2015, the Board of Supervisors adopted Resolution No. 2015-065 which authorized the District Attorney to sign program-related documents through June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby approves and authorizes the Shasta County District Attorney to continue to serve as the agent for the County of Shasta for the Automobile Insurance Fraud grant program (AF Program), to sign award agreements with the California Department of Insurance, and to execute and submit future AF-Program-related documents (including retroactive) including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of the AF-Program for the period July 1, 2018, through June 30, 2021; and

BE IT FURTHER RESOLVED that: 1) it is agreed that any liability arising out of performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability; and 2) the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

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:
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 27, 2018

CATEGORY: Consent - Public Works-15.

SUBJECT:

2018 Weed Control Amendment

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 a retroactive amendment, effective January 1, 2018, to the agreement with SERVFIRST d.b.a. Redding Spray Service, to provide weed control on County Roads, Airports, and Service Areas, to limit total compensation to \$96,284.09 for services provided in this amendment, and to extend the term from January 1, 2018 through December 31, 2018.

SUMMARY

Continuation of the existing weed spray contract is recommended through 2018.

DISCUSSION

Roadside vegetation is managed for fire and roadway safety purposes. Mowing and spraying are both employed along County roads. Spraying is about a third as expensive as mowing. Spraying is avoided near landscaping, watercourses and upon the request of adjoining property owners.

In late 2015, proposals were solicited for weed spray services. Redding Spray Service was the low bidder. The initial agreement was for a one-year term (2016) with up to two one-year extensions (2017 & 2018). Redding Spray Service has provided excellent service. The contract was extended through December 31, 2017. A final one-year extension is recommended, through 2018. No services have been rendered in the interim.

ALTERNATIVES

The Board may decline to approve the amendment. The Board may direct staff to procure a new vendor. Spraying would resume thereafter but spring growth would create roadside hazards in the interim.

OTHER AGENCY INVOLVEMENT

The County's Agricultural Department reviewed the original contract documents and provided input. County Counsel has approved the amendment as to form. Risk Management has reviewed and approved the amendment. The County Administrative Office has reviewed this recommendation.

FINANCING

The total cost of this project, including engineering and contingencies, is estimated to be \$110,000 per year. Adequate funds have been included in the 2017/2018 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Weed Control PSA - Second Amendment	2/15/2018	Weed Control PSA - Second Amendment

**SECOND AMENDMENT
TO THE
PERSONAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF SHASTA AND
SERVFIRST, INC., DBA REDDING SPRAY SERVICE
FOR WEED CONTROL SERVICES ON
COUNTY ROADS, AIRPORTS AND SERVICE AREAS**

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California, ("County") and SERVFIRST, Inc., dba Redding Spray Service, a California corporation ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on January 12, 2016, ("Agreement") for the purpose of Weed Control on County Roads, Airports, and Service Areas; and

WHEREAS, the original Agreement was amended on December 28, 2016, effective January 1, 2017, to extend the term of the Agreement one calendar year, add locations to Exhibit A, add No Spray Zones to Exhibit C, and increase compensation to the Consultant ("First Amendment"); and

WHEREAS, County and Consultant desire to extend the term of the Agreement retroactively one additional calendar year from January 1, 2018 through December 31, 2018 ("Second Amendment"); and

WHEREAS, County and Consultant desire to limit the total compensation to \$96,284.09 for the services provided for in this Second Amendment; and

WHEREAS, collectively the Original Agreement, the First Amendment and the Second Amendment shall be referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph D of Section 3, COMPENSATION, of the Agreement is amended to read as follows:

Section 3. COMPENSATION.

D. In no event shall the total compensation paid to Consultant be in excess of \$87,933.72 for the first term of this agreement (date of signing by both parties through December 31, 2016). For the services provided for in the First amendment, in no event shall the total compensation paid to Consultant be in excess of \$96,284.09. For the services provided for in this Second Amendment, in no event shall total compensation paid to Consultant be in excess of \$96,284.09.

The remainder of Section 3 remains unchanged.

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

Section 5. TERM OF AGREEMENT.

A. This agreement shall commence as of the last date it has been signed by both parties and shall end on December 31, 2016. The term of the first amendment shall begin on January 1, 2017 and shall end on December 31, 2017. The term of this Second Amendment shall begin on January 1, 2018 and shall end on December 31, 2018.

The remainder of Section 5 remains unchanged.

III. REAFFIRMATION.

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

IV. ENTIRE AGREEMENT.

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

V. EFFECTIVE DATE.

This Second Amendment shall be deemed effective as of January 1, 2018.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second 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

RISK MANAGEMENT APPROVAL

By: David M. Yorton, Jr. 2/14/18
David M. Yorton, Jr.
Senior Deputy County Counsel

By: [Signature] 02/14/18
James Johnson
Risk Management Analyst III

CONSULTANT

SERVFIRST, INC., dba Redding Spray Service

By: Don J. Palmer
Name: Don J. Palmer
Title: President/CFO

Date: 2-13-18

By: Lori D. Palmer
Name: Lori D. Palmer
Title: Vice President/Secretary

Date: 2/13/18

Tax I.D. #: 91-2127769

EXHIBIT A-1

WORK DESCRIPTION FOR AREA 'A' DISTRICT 1

Loc. No.	Road Name	Begin Location	End Location	CL Length
1-01	Happy Valley Road	SR 273	Gas Point Road	47,731'
1-02	Adobe Road	Balls Ferry Road	Reading Island	14,150'
1-03	Placer Road	Platina Road	Redding City Limits	48,259'
1-04	Austin Hoy Road	Panorama Point Road	Kimberly Road	3,696'
1-05A	Balls Ferry Road	Deschutes Road	Anderson City Limits	5,280'
1-05B	Balls Ferry Road	Deschutes Road	Locust Street	37,805'
1-06	Bender Road	South Fork Road	End	7,181'
1-07	Canyon Road	Happy Valley Road	Redding City Limits	7,445'
1-08	Churn Creek Road	Airport Road	Redding City Limits	30,518'
1-09	Clear Creek Road	2.77 mi west of SR 273	Placer Road	40,234'
1-10A	Coleman Fish Hatchery Road	Gover Road	1,742' east of Gover Road	1,742'
1-10B	Coleman Fish Hatchery Road	2 mi east of Gover Road	2.6 mi east of Gover Road	2,904'
1-11	Hawes Road*	Deschutes Road	Kimberly Road	5,386'
1-12	Deschutes Road	Iceland Drive	2,200' south of SR 44	46,221'
1-13	Drybread Road	Adobe Road	Venzke Road	2,587'
1-14	First Street (Cottonwood)	Charles Street	Main Street	11,141'
1-15	Gas Point Road	Park Drive	Foster Road	66,211'
1-16	Gover Road	Tehama County	Ash Creek Road	10,982'
1-17	Hacienda Road	Adobe Road	End	3,326'
1-18	Halls Lane	Deschutes Road	End	6,389'
1-19	Kimberly Road	Panorama Point Road	Balls Ferry Road	11,880'
1-20	Locust Road	Kimberly Road	550' north	550'
1-21	Niles Lane East*	350' west of Churn Creek Road	690' west of Churn Creek Road	340'
1-22	Parkville Road	1.1 mi north of Ash Creek Road	3.13 mi north of Ash Creek Road	10,718'
1-23	Rainbow Lake Road	Platina Road	End	28,512'
1-24	River Valley Drive	Churn Creek Road	Airport Road	4,277'
1-25	Riverland Drive	Knighton Road	6,110' South	6,110'
1-26	Smith Road	Churn Creek Road	1,600' west	1,600'
1-27	Smith Bottom Road	First Street	End	4,013'
1-28	South Fork Road	Placer Road	End	11,774'
1-29	Trefoil Lane	Main Street	Balls Ferry Road	7,128'
1-30	Venzke Road	Adobe Road	Hacienda Road	9,240'
1-31	Webb Road	Balls Ferry Road	Lone Tree Road	4,699'
1-32	Fourth Street	Main Street	Balls Ferry Road	3,960'
1-33	Riverland Drive	Balls Ferry Road	0.5 miles northeasterly	2,640'
1-34	Panorama Point Road	Kimberly Road	Balls Ferry Road	14,256'
1-35	Richards Way	China Gulch Drive	Brehaven Lane	2,164'
1-36	Hawthorne Avenue	Oak Street	Happy Valley Road	15,998'
1-37	Platina Road	Placer Road	Bland Road	40,022'

* South side of road only

Subtotal: 579,069'

539,047' x 2 - 5,386' - 340' = 1,152,412'

(Loc 1-11) (Loc 1-21)

Total for area 'A' Dist 1: 1,152,412 LF

EXHIBIT A-1**WORK DESCRIPTION FOR AREA 'A' DISTRICT 2**

Loc. No.	Road Name	Begin Location	End Location	CL Length
2-01	Bear Mountain Road	Old Oregon Trail	Silverthorn Road	37,330'
2-02	Beryl Drive	Deschutes Road	End	3,802'
2-03	Boyle Road	Old Alturas Road	Deschutes Road	14,784'
2-04	Main Street (Castella)	Castella Loop	End	2,635'
2-05	Castella Loop	Main Street (Castella)	Main Street (Castella)	3,696'
2-06	Castle Creek Road	Frontage Road	End of pavement	14,414'
2-07	Red Bluff Road	Swasey Drive	SR 299W	3,590'
2-08	Dog Creek Road	SR 005	3,000 west	3,000'
2-09	Dry Creek Road	SR 299E	Bear Mountain Road	30,677'
2-10	East Fork Road	Trinity Mountain Road	End	19,958'
2-11	Fawndale Road	End	End	5,755'
2-12	Hidden Lane	Beryl Lane	End	2,323'
2-13	Lakeshore Drive	Daisy Lane	End	29,568'
2-14	Hidden Valley Drive	Bear Mountain Road	Ravine Road	1,795'
2-15	Lamoine Drive	Hidden Valley Drive	End	1,478'
2-16	Lookout Court	Bear Mountain Road	End	686'
2-17	Ravine Road	Dry Creek Road	Lamoine Drive	3,696'
2-18	Lower Salt Creek Road	Salt Creek Road	5,000' west	5,000'
2-19	Old Alturas Road	Redding City Limits	Deschutes Road	33,723'
2-20A	Old Oregon Trail	Holiday Road	Redding City Limits	12,619'
2-20B	Old Oregon Trail	Oasis Road	Old Alturas Road	25,376'
2-21	Town of Shasta	See map		7,738'
2-22	Riverview Drive	Main Street (Lakehead)	4,250' north	4,250'
2-23	Slate Creek Road	SR 005	End	3,379'
2-24	Soda Creek Road	Frontage Road	End of pavement	11,088'
2-25	Sweetbrier Avenue	Falls Avenue	End	3,960'
2-26A	Trinity Mountain Road	770' north of Cline Gulch Road	Seven miles north	36,960'
2-26B	Trinity Mountain Road	1.61 mi north of SR 299W	French Gulch Road	7,899'
2-27	Union School Road	SR 005	Old Oregon Trail	9,187'
2-28	Copper Canyon Road	Old Oregon Trail North	End	2,587'
2-29	Flanagan Road	Shasta Lake City Limits	End	2,746'
2-30	Churn Creek Road	Al Rose Lane	285' west of Huntington Drive	2,118'
2-31	Gregory Creek Road	Salt Creek Road	SR 005 Overcrossing	8,501'
2-32	Irish Road	Lake Blvd.	End	898'
2-33	Iron Mountain Road	SR 299W	End at Gate	33,898'
2-34	Rock Creek Road	SR 299W	Iron Mountain Road	17,213'
2-35	Salmon Creek Road	Old Alturas Road	End	4,013'
2-36	Gilbert Drive	End	End	6,864'
2-37	Loop Drive	Bollibokka Way	Loop Drive	2,270'
2-38	Pine Grove Avenue	Lake Blvd.	Shasta Lake City Limits	612'
2-39	Newtown Road	Lake Blvd.	Pine Grove Avenue	2,904'
2-40	Bass Drive	Wonderland Blvd.	End	1,637'
2-41	Coal Creek Road	Gilman Road	End	3,117'
2-42	College View Drive	Redding City Limits	Old Oregon Trail	634'
2-43	Coram Road	Shasta Dam	End of pavement	10,560'
2-44	Granite Drive	Trinity Alley	Rock Creek Road	4,594'
2-45	Lake Blvd.	Redding City Limits	Shasta Lake City Limits	12,144'
2-46	Comstock Lane	Quartz Hill Road	End	1,425'
2-47	Quartz Hill Road	Keswick Dam Road	North, to Redding City Limits	12,091'
2-48	Old Forty Four Drive	Cattle Drive	1,650' west of Deschutes Road	14,158'
2-49	Whiskey Creek Road	2.54 mi north of SR 299E	End	5,966'
2-50	Old Oasis Road	Oasis Road	Redding City Limits	4,066'

EXHIBIT A-1

WORK DESCRIPTION FOR AREA 'A' DISTRICT 2

Loc. No.	Road Name	Begin Location	End Location	CL Length
2-51	O'Brien Inlet Road	Shasta Caverns Road	End	4,002'
2-52	Lakeview Drive	Shasta Caverns Road	End	2,429'
2-53	Old Oregon Trail	Rancho Road	Redding City Limits	5,597'
2-54	Collyer Drive	Old Oregon Trail	Redding City Limits	3,326'
2-55	Middle Creek Road	SR 299W	Red Bluff Road	1,020'
2-56	Middle Creek Road	Iron Mountain Road	End	8,290'
2-57	Harley Leighton Road	Old Oregon Trail	Old Oregon Trail	6,864'
2-58	Forgotten Trail	Harley Leighton Road	End	634'
2-59	Wonderland Blvd.	Shasta Lake City Limits	End	14,203'
2-60	Keswick Dam Road	Iron Mountain Road	Redding City Limits	15,666'
2-61	Gilman Road	Salt Creek Road	Fenders Ferry Road	90,130'
2-62	Falls Avenue	Sweetbrier Avenue	Shade Avenue	581'
2-63	River Avenue	End	End	1,954'
2-64	Shade Avenue	Falls Avenue	End	1,003'
2-65	Swasey Drive	Placer Road	SR 299W	22,018'
2-66	Frontage Road	Soda Creek Road	Castella Loop Road	12,250'
2-67	Airport Road	Rancho Road	North, to Redding City Limits	3,491'
2-68	Benson Drive	Rock Creek Road (Shasta)	4,000' north	4,000'
2-69	Lower Springs Road	Swasey Drive	SR 299W	10,243'
2-70	Old Oregon Trail	Old Alturas Road	South, to Redding City Limits	6,737'
2-71	Walker Mine Road	Lake Blvd.	End	16,161'

Subtotal: 725,981'

725,981' x 2 = 1,451,962'

Total for area 'A' Dist 2: 1,451,962 LF

EXHIBIT A-1

WORK DESCRIPTION FOR AREA 'A' DISTRICT 3

Loc. No.	Road Name	Begin Location	End Location	CL Length
3-01	Winding Way	Old Forty Four Drive	End	2,693'
3-02	Deschutes Road	Old Forty Four Drive	SR 299E	26,318'
3-29	Old Forty Four Drive	Swede Creek Road	Whitmore Road	17,410'

Subtotal: 46,421'

46,421' x 2 = 92,842'

Total for area 'A' Dist 3: 92,842 LF

EXHIBIT A-1

WORK DESCRIPTION FOR AREA 'B' DISTRICT 3

Loc. No.	Road Name	Begin Location	End Location	CL Length
3-03	Camino Oro	SR 44	End	686'
3-04	Camino Real	SR 44	End	4,646'
3-05	Camino Vista	Camino Real	SR 44	1,742'
3-06	Fern Road East	Oak Run to Fern Road	Old Cow Creek Bridge	18,058'
3-07	Mineral School Road	Oak Run Road	End	1,584'
3-08	Murphy Lane	Oak Run to Fern Road	End	3,221'
3-09	South Cow Creek Road (Millville)	4,200' north of SR 44	19,200 north of SR 44	15,000'
3-10	Whitmore Road	Old Forty Four Drive	Fern Road East	92,770'
3-11	Wildcat Road	Ash Creek Road	Tehama County	49,421'
3-12	100 Road	SR 44	Ponderosa Way	1,320'
3-13	Black Butte Road	SR 44	Wildcat Road	18,850'
3-14	Frisby Road	Terry Mill Road	End	10,560'
3-15A	Inwood Road	Ponderosa Way	One mile west	5,280'
3-15B	Inwood Road	SR 44	Three miles east	15,840'
3-16	Oak Run Road	SR 299E	Old Forty Four Drive	97,099'
3-17	Oak Run to Fern Road	Oak Run Road	Murphy Lane	3,250'
3-18	Rock Creek Road (Shingletown)	2,000' west of Forwards Mill Road	8,560' East of Forwards Mill Road	10,560'
3-19	Shingletown Ridge Road	Black Butte Road	One mile east	5,280'
3-20	Wilson Hill Road	Grace Lake Road	Rock Creek Road	33,960'
3-21	Woodhill Drive	SR 299E	SR 299E	11,141'
3-22	Brookdale Road	Whitmore Road	Whitmore Road	14,414'
3-23	Buzzard Roost Road	Oak Run Road	SR 299E	31,680'
3-24	Fern Road	Whitmore Road	Oak Run to Fern Road	40,709'
3-25	Dersch Road	Deschutes Road	SR 44	51,744'
3-26	Ash Creek Road	Parkville Road	Dersch Road	44,352'
3-27	Fenders Ferry Road	SR 299E	End of Pavement	18,691'
3-28	Terry Mill Road	SR 299E	Mountain School Road	15,840'
3-30	Rock Creek Road (Shingletown)	Wilson Hill Road	Woodcutters Way	8,025'
3-31	Wengler Hill Road	Inwood Road	Ponderosa Way	8,395'
3-32	Big Bend Road	SR 299E	Nelson Creek Road	87,067'

Subtotal: 721,185'

721,185' x 2 = 1,235,396 LF

Total for area 'B' Dist 3: 1,442,370 LF

EXHIBIT A-1

WORK DESCRIPTION FOR AREA 'B' DISTRICT 4

Loc. No.	Road Name	Begin Location	End Location	CL Length
4-01	Archie Brown Road	Brown Road	McArthur Road	6,600'
4-02	Baldy McCulley Road	Pittville Totten Road	SR 299E	2,165'
4-03	Brown Road	Glenburn Road	End of Pavement	12,725'
4-04	Bruce Crum Road	Jim Day Road	End	5,280'
4-05	Cassel Road	SR 89	SR 299E	36,802'
4-06	Chickasaw Court	Shoshoni Loop	End	739'
4-07	Clarks Creek Road	1.44 mi west of SR 89	3.44 mi west of SR 89	10,560'
4-08	Comanche Court	Shoshoni Loop	End	686'
4-09	Creighton Drive*	Island Road	End	1,848'
4-10	Dee Knoch Road	Pittville Road	Jim Day Road	19,272'
4-11	Doty Road	Bidwell Road	1 mi north	5,280'
4-12	Hupa Court	Cassel Fall River Road	End	1,373'
4-13	Horr Road	Island Road	End	5,650'
4-14	Island Road	McArthur Road	End	18,744'
4-15	Jim Day Road	Bruce Crum Road	Dee Knoch Road	4,986'
4-16	Lee Road	Cable Road	1.02 mi north	5,386'
4-17	Lewis Road	SR 299E	End	4,118'
4-18	McArthur Road	SR 89	SR 299E	91,872'
4-19	Modoc Street	Trinity Street	End	2,438'
4-20	Siskiyou Street	Shasta Street	Modoc Street	500'
4-21	Natchez Court	Shoshoni Loop	End	422'
4-22	Nez Perce Court	Cassel Fall River Road	End	950'
4-23	Cable Road	Lee Road	4,400' east of Lee Road	4,400'
4-24	Pittville Road	SR 299E	Dee Knoch Road	19,536'
4-25	Pittville Totten Road	Pittville Road	SR 299E	10,877'
4-26	Shoshoni Loop	Cassel Fall River Road	Cassel Fall River Road	11,880'
4-27	Soldier Mountain Drive	McArthur Road	McArthur Road	4,224'
4-28	Glenburn Road	SR 299E	McArthur Road	29,357'
4-29	Ute Court	Natchez Court	End	158'
4-30	Walker Drive	Brown Road	End	2,165'
4-31	Williams Road	Lewis Road	SR 299E	3,168'
4-32	Black Ranch Road	SR 299E	Vedder Road	11,775'
4-33	Vedder Road	Black Ranch Road	End	4,435'
4-34	Dee Knoch Road	Cassel Fall River Road	Jim Day Road	19,958'
4-35	Cassel Fall River Road	4,400' south of Dee Knoch Road	Shoshoni Loop	6,705'

* South side of road only

Subtotal: 367,034'
367,034' x 2 - 1,848' = 732,220'
(Loc 4-09)
Total for area 'B' Dist 4: 732,220 LF

**EXHIBIT A-1
CONTRACT ITEM SUMMARY**

Item No.	Description	Unit	Estimated Quantity
1	ROADSIDE SPRAYING AREA 'A'	LF	2,702,000 LF
2	ROADSIDE SPRAYING AREA 'B'	LF	2,175,000 LF
3	AREA SPRAYING	SF	881,000 SF

EXHIBIT C-1
NO SPRAY ZONES

Loc. No.	Road Name	Parcel Description	Parcel Number
1-02	Adobe Road	22201 Adobe Road	089-270-001
1-02	Adobe Road	22040 Adobe Road	089-040-017
1-05B	Balls Ferry Road	4788 Balls Ferry Road	091-290-011
1-05B	Balls Ferry Road	4434 Balls Ferry Road	091-170-047
1-05B	Balls Ferry Road	Between Ash Creek Road and Blue Jay Lane.	091-170-008
1-08	Churn Creek Road	7250 Churn Creek Road	055-290-010
1-08	Churn Creek Road	7264 Churn Creek Road	055-290-004
1-12	Deschutes Road	8084 Deschutes Road	058-180-005
1-13	Drybread Road	3824 Drybread Road	089-140-010
1-13	Drybread Road	3735 Drybread Road	089-180-001
1-15	Gas Point Road	20368 Gas Point Road	086-300-001
1-15	Gas Point Road	20344 Gas Point Road	086-220-013
1-15	Gas Point Road	20352 Gas Point Road	086-220-012
1-15	Gas Point Road	Cemetery	045-190-024
1-15	Gas Point Road		045-190-019
1-15	Gas Point Road		045-019-021
1-15	Gas Point Road	14757 Gas Point Road	045-190-025
1-23	Rainbow Lake Road	11379 Rainbow Lake Road	044-020-030
1-29	Trefoil Lane	21301 Trefoil Lane	088-260-004
1-30	Venzke Road	22673 Venzke Road	089-130-012
1-31	Webb Road	4568 Webb Road	091-270-008
2-10	East Fork Road	12626 East Fork Road	024-030-010
2-10	East Fork Road	12950 East Fork Road	024-020-005
2-10	East Fork Road	13400 East Fork Road	024-020-006
2-21	Trinity Alley	10722 Trinity Alley	011-360-006
2-21	Trinity Alley	10845 Trinity Alley	011-360-004
2-26A	Trinity Mountain Road	16816 Trinity Mountain Road	024-270-006
2-34	Rock Creek Road	15300 Rock Creek Road	011-530-056
2-35	Salmon Creek Road	10145 Salmon Creek Road	078-010-005
2-53	Old Oregon Trail	8626 Old Oregon Trail	054-440-037
3-06	Fern Road East	14614 Fern Road East	098-220-006
3-16	Oak Run Road	13518 Oak Run Road	097-210-024
3-20	Wilson Hill Road	From 1,500' south of Shorthill Drive to 3,200' south of Shorthill Drive on both sides of road, and from 3,200' south of Shorthill Drive to 4,300' south of Shorthill Drive on west side of road.	703-080-009
3-20	Wilson Hill Road		703-130-001
3-20	Wilson Hill Road		703-130-003
3-20	Wilson Hill Road		703-130-002
3-20	Wilson Hill Road		5233 Wilson Hill Road
3-22	Brookdale Road	9414 Brookdale Road	093-020-011
3-24	Fern Road	12362 Fern Road	099-020-031

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - Public Works-16.

SUBJECT:

Septage Pond Cleanout Project – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : 2

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 “2018 Redding Regional Septage Impoundment 1B Cleanout Project,” Contract No. 207513: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (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 29, 2018, at 11:00 a.m.

SUMMARY

Redding Regional Septage Impoundment Pond 1B is presently full. A cleanout project is proposed.

DISCUSSION

The County operates a septage pond complex west of Anderson. Septage consists of water and biosolids. Local contractors pump septic tanks and haul the waste to the ponds. Water evaporates over the summer. Biodegradable material naturally decomposes but some solids are left behind. Primary Pond 1B is presently full. Staff proposes to solicit bids to dry the sludge and haul it to an approved waste disposal facility.

ALTERNATIVES

The Board may decline to advertise for bids at this time. Pond 1B is full. Storage capacity is impaired for waste and stormwater. Waste will eventually overflow into successive ponds within the complex.

OTHER AGENCY INVOLVEMENT

Final approval for disposal will be obtained from the Regional Water Quality Control Board. 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

Septage operations are fee-supported. The total cost of the project is estimated to be \$230,000. Sufficient funds have been included in the Adopted 2017/2018 Solid Waste Budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - Public Works-17.

SUBJECT:

Corporation Yard Wash Rack – Notice of Completion

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 Public Works Director to sign a Notice of Completion for the “Corporation Yard Wash Rack Improvement Project,” Contract No. 706787, and record it within 15 days of actual completion of the work.

SUMMARY

The Corporation Yard Wash Rack Improvement Project is nearing completion.

DISCUSSION

Heavy equipment is maintained at the County Corporation Yard on Breslauer Way. A wash rack is equipped with an oil/grease separator and plumbed into the public sewer system. On September 19, 2017, the Board approved plans and specifications to construct an alternate wash rack. On October 26, 2017, five bids were received. On November 7, 2017, the Board awarded the contract to the low bidder, Whitehawk Construction. The project is nearing completion.

ALTERNATIVES

The Board may decline to file a Notice of Completion. The lien period would extend for 90 days instead of 30 days. Final payment to the contractor would be delayed by 60 days.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation.

FINANCING

The total cost of the project, including design, construction, inspection and contingencies is estimated to be \$150,000. Adequate funds have been included in the Adopted FY 2017/18 LB&I budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Consent - Public Works-18.

SUBJECT:

Skylark Lane EFER PRD – Consolidation

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

Take the following actions regarding the Skylark Lane Emergency Fire Escape Road (EFER) Permanent Road Division (PRD) and the Skylark Lane EFER No. 4 PRD: (1) Adopt a resolution consolidating Skylark Lane EFER PRD and Skylark Lane EFER No. 4 PRD into the Skylark Lane EFER PRD; (2) receive the maintenance cost estimate; and (3) receive the County Surveyor’s report on the boundary description (in the form of a map).

SUMMARY

Staff proposed to consolidate two existing PRDs and limit their scope of maintenance.

DISCUSSION

The Skylark Lane Emergency Fire Escape Road (EFER) extends from Skylark Lane to Maynard Road in the Palo Cedro area. It was constructed in 2013 in conjunction with a subdivision. A Permanent Road Division (PRD) was formed to maintain it at an annual cost of \$1050 per parcel. Two subsequent subdivisions relied upon the same EFER and contributed to its maintenance through separate PRD’s. A year ago, these three PRDs were consolidated into a single PRD with an annual parcel charge of \$515. A recent subdivision paved a portion of the EFER for regular access and formed another PRD to contribute to maintenance of the remaining EFER. Staff proposes to consolidate both PRDs into the Skylark Lane EFER PRD to maintain the remaining unpaved portion of the EFER with an annual parcel charge of \$200 (see table below).

PRD	Formation Date	Dissolution Date	Number Parcels	Annual Parcel Charge
Skylark Lane EFER PRD	October 15, 2013	December 13, 2016	3	\$1050
Skylark Lane EFER No. 2 PRD	April 22, 2014	December 13, 2016	3	\$525
Skylark Lane EFER No. 3 PRD	July 19, 2016	December 13, 2016	1	\$515
Skylark Lane EFER PRD	December 13, 2016	Today	7	\$515
Skylark Lane EFER No. 4 PRD	December 5, 2017	Today	4	\$230

Proposed Skylark Lane EFER PRD	Today	11	\$200
--------------------------------	-------	----	-------

ALTERNATIVES

The Board may decline to proceed with the consolidation. The higher parcel charges would remain in effect.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Maintenance is funded through annual parcel charges. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Skylark Lane EFER PRD Consolidation Resolution	2/16/2018	Skylark Lane EFER PRD Consolidation Resolution
Skylark Lane EFER PRD Consolidation Resolution (Exhibit A)	2/15/2018	Skylark Lane EFER PRD Consolidation Resolution (Exhibit A)
Maintenance Cost Estimate	2/15/2018	Maintenance Cost Estimate
Skylark Lane EFER PRD Consolidation Map	2/15/2018	Skylark Lane EFER PRD Consolidation Map

RESOLUTION NO. 2018-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
CONSOLIDATING THE SKYLARK LANE EMERGENCY FIRE ESCAPE ROAD
PERMANENT ROAD DIVISION AND THE SKYLARK LANE EMERGENCY FIRE
ESCAPE ROAD NO. 4 PERMANANET ROAD DIVISION**

WHEREAS, on October 15, 2013, Skylark Lane Emergency Fire Escape Road Permanent Road Division was formed by the Board of Supervisors to provide emergency fire access for parcels for a three-lot subdivision on Charolais Way; and

WHEREAS, on April 22, 2014, the Skylark Lane Emergency Fire Escape Road No. 2 Permanent Road Division was formed by the Board of Supervisors to provide emergency fire access for an additional three-lot subdivision utilizing the same emergency fire access road; and

WHEREAS, on July 19, 2016, the Skylark Lane Emergency Fire Escape Road No. 3 Permanent Road Division was formed by the Board of Supervisors to provide emergency fire access for one additional lot associated with a property line adjustment utilizing the same emergency fire access road; and

WHEREAS, on December 13, 2016, all three of these permanent road divisions were consolidated into the Skylark Lane Emergency Fire Escape Road; and

WHEREAS, on December 5, 2017, the Skylark Lane Emergency Fire Escape Road No. 4 Permanent Road Division was formed by the Board of Supervisors to provide emergency fire access for an additional four-lot subdivision utilizing the same emergency fire access road; and

WHEREAS, both of these permanent road divisions maintain the same emergency fire escape road and pay the same parcel charge; and

WHEREAS, maintaining two separate permanent road divisions for the same emergency fire access road increases the administrative costs compared to maintaining one permanent road division; and

WHEREAS, California Streets and Highways Code section 1168.9 permits the Board of Supervisors to order two or more Permanent Road Divisions consolidated if the board finds that the consolidation will increase the efficiency of providing maintenance to the Emergency Fire Escape Permanent Road; and

WHEREAS, the County Surveyor has reported on the correct description of the boundaries of the proposed division by submitting the boundary map attached hereto as Exhibit A and incorporated herein.

Resolution No. 2018-
February 27, 2018
Page 2 of 2

NOW, THEREFORE BE IT RESOLVED, the Board of Supervisors finds that the consolidation of the Skylark Lane Emergency Fire Escape Road Permanent Road Division and the Skylark Lane Emergency Fire Escape Road No. 4 Permanent Road Division will increase the efficiency of providing maintenance to the Emergency Fire Escape Permanent Road.

NOW, THEREFORE BE IT FURTHER RESOLVED, the Board of Supervisors hereby declares the Skylark Lane Emergency Fire Escape Road Permanent Road Division and Skylark Lane Emergency Fire Escape Road No. 4 Permanent Road Division are hereby consolidated into one permanent road division named “the Skylark Lane Emergency Fire Escape Road Permanent Road Division”.

DULY PASSED AND ADOPTED this 27th day of February, 2018 by the Board of Supervisors of the County of Shasta, by the following vote:

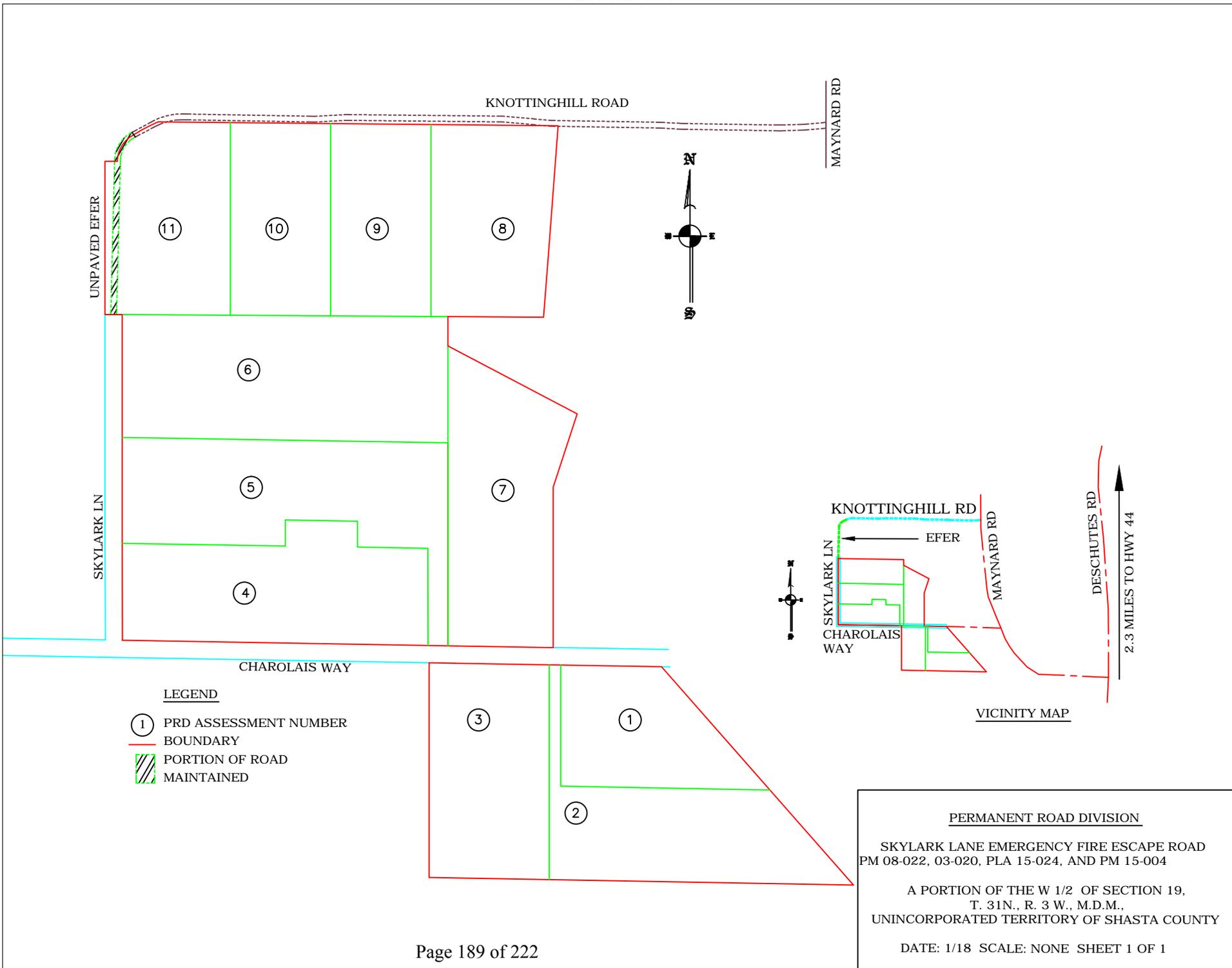
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- RECUSE:

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

ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

EXHIBIT A



LEGEND

- ① PRD ASSESSMENT NUMBER
- BOUNDARY
- ▨ PORTION OF ROAD MAINTAINED

PERMANENT ROAD DIVISION

SKYLARK LANE EMERGENCY FIRE ESCAPE ROAD
 PM 08-022, 03-020, PLA 15-024, AND PM 15-004

A PORTION OF THE W 1/2 OF SECTION 19,
 T. 31N., R. 3 W., M.D.M.,
 UNINCORPORATED TERRITORY OF SHASTA COUNTY

DATE: 1/18 SCALE: NONE SHEET 1 OF 1

**SKYLARK LANE EFER PRD (PM 03-020, 08-022, PLA 15-024, & PM 15-004)
PERMANENT ROAD DIVISION
REVENUE NEEDS**

1. PRD will need to be resurfaced in approximately 10 years.

a. New surface in 10 years miles

Installation cost (\$/Ton)	Paved surface (ft ²)	Overlay (in)	Density of AC (lb/ft ³)	AC tonnage
			150	0.0

Therefore- \$/ton x ft² x Overlay (in) x density (#/ft³)/(12 in/ft x 2,000 lb/ton)= \$ -

b. Annual cost for amortization of future AC surfacing= \$ -
(\$ - divided by number of years) Use

2. Emergency Fire Escape Road will need resurfacing in approx. 10 years

a. 3" of gravel in 10 years 0.11 miles long (600 LF)

Installation cost (\$/ton)*	Graveled surface (ft ²)	Graveled depth (in)	Cubic Yards	TONS
\$ 55	12,000	3	111.1	212

*Unit cost for AB in 2015 PRD Contract for Silver Saddle

\$ 38 Estates plus inflation from Aug 2015 to April 2016

Therefore- \$/yd³ x ft² x depth (in)/(27ft³/yd³ x 12 in/ft)= \$ 11,660

b. Annual cost for amortization of future road= \$ 1,166
(\$ 11,660 divided by 10 years) Use \$ 1,200

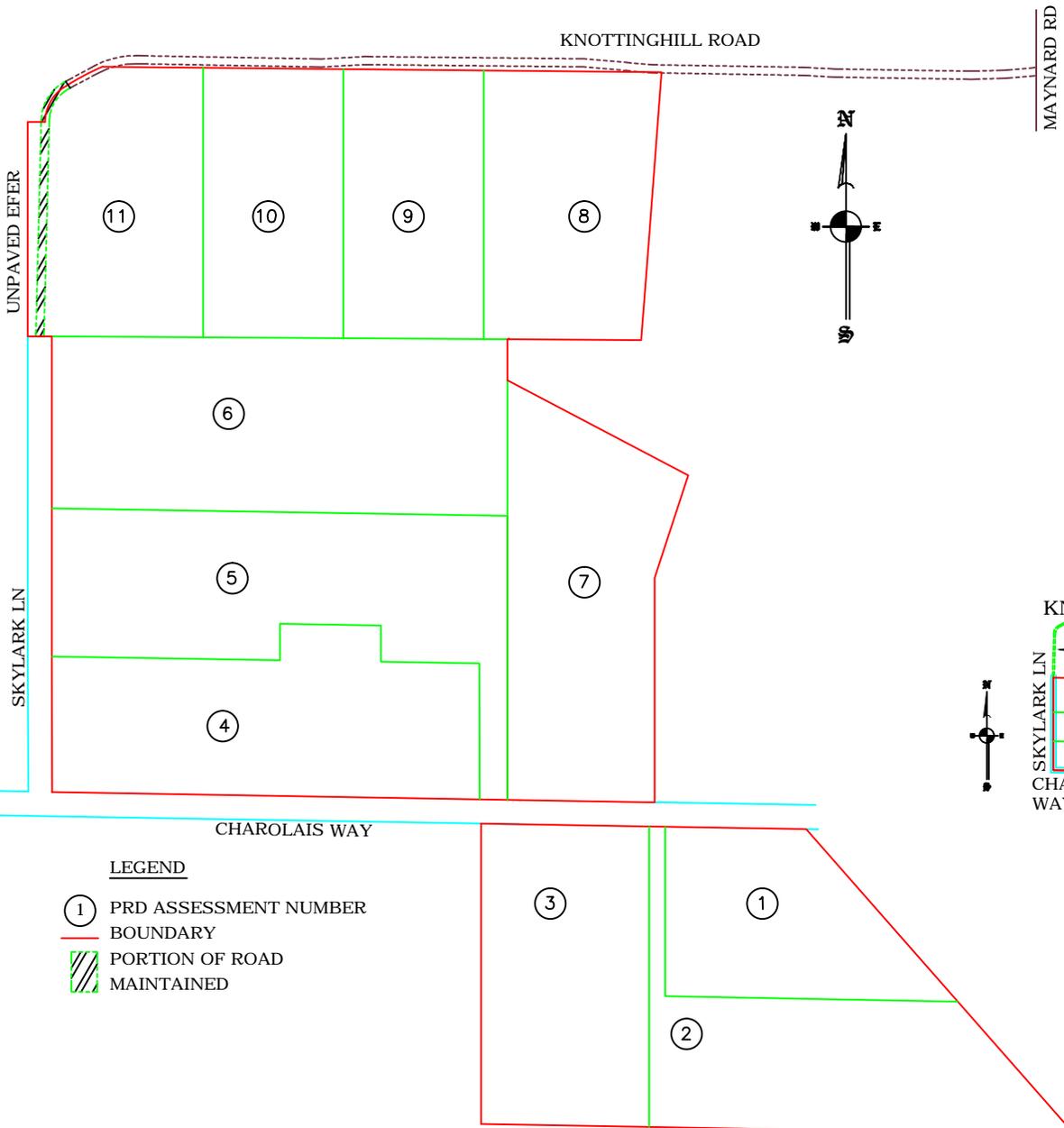
3. Annual maintenance fees from now until the roads are resurfaced are as follows:

- a. Patching \$ -
- b. Grading of shoulders & ditches \$ 300
- c. Culverts
- d. Snow removal, use \$2,382/mile/yr Therefore \$2,382x0.00miles = \$ -
- e. Administration, Overhead & Liability Insurance \$ 700
- f. Total annual cost for maintenance \$ 1,000

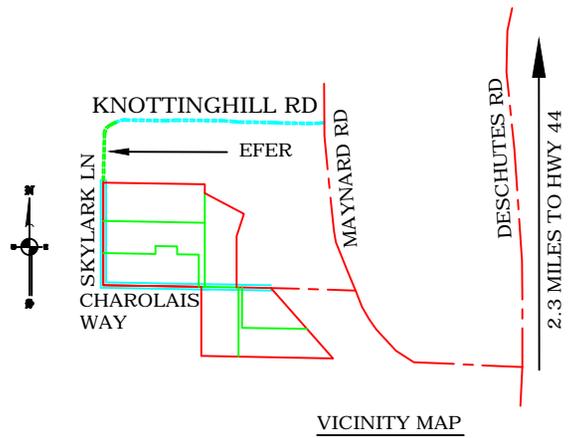
PROPOSED FEES

combining 3 from PM 08-022, 3 from PM 03-020, 1 from PLA

Total number of Parcels:	15-024, & 4 from PM 15-004	11
Total annual cost: (1b) + (2b) + (3f)		\$ 2,200
Total annual cost/parcel:	\$ 2,200 / 11	\$ 200.00
	Use*	\$200.00



- LEGEND**
- ① PRD ASSESSMENT NUMBER
 - BOUNDARY
 - ▨ PORTION OF ROAD MAINTAINED



PERMANENT ROAD DIVISION

SKYLARK LANE EMERGENCY FIRE ESCAPE ROAD
PM 08-022, 03-020, PLA 15-024, AND PM 15-004

A PORTION OF THE W 1/2 OF SECTION 19,
T. 31N., R. 3 W., M.D.M.,
UNINCORPORATED TERRITORY OF SHASTA COUNTY

DATE: 1/18 SCALE: NONE SHEET 1 OF 1

REPORT TO SHASTA COUNTY WATER AGENCY

BOARD MEETING DATE: February 27, 2018

CATEGORY: Shasta County Water Agency Item - Consent-1.

SUBJECT:

CSA No. 2-Sugarloaf-Water – Engineering Services

DEPARTMENT: Water Agency
County Service Area No. 2-Sugarloaf Water

Supervisory District No. : 4

DEPARTMENT CONTACT: Pat Minturn, Chief Engineer, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Chief Engineer

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

RECOMMENDATION

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approve and authorize the Chairman to sign an amendment, effective March 2, 2018, to the agreement with PACE Engineering, Inc., to increase compensation by \$171,500, for a new total not to exceed \$212,300, and extend the term from March 2, 2018 through May 31, 2021, to provide engineering and administrative services for the County Service Area No. 2-Sugarloaf Water Improvement Project.

SUMMARY

An amendment is proposed to an agreement with PACE Engineering, Inc. to drill a test well and design water system improvements.

DISCUSSION

County Service Area (CSA) No. 2 – Sugarloaf Water provides potable water to 47 customers near Lakehead. The CSA draws water from a well and a surface diversion. On June 28, 2016, the Water Agency entered into an agreement with PACE Engineering, Inc. to provide engineering services to upgrade CSA facilities. Funding was to be sought from the United States Department of Agriculture. On January 24, 2017, the agreement was amended to pursue funding through the State Revolving Fund. A planning grant has since been obtained to drill a test well and design other improvements.

ALTERNATIVES

The Board may decline to approve the proposed amendment. The CSA’s infrastructure is precarious and funding is limited. Another consultant could be procured albeit at greater cost.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The ultimate project may entail up to \$2,400,000 in improvements. Adequate funds are included in the Adopted 2017/18 Water Agency budget for proposed consultant work. The Water Agency Admin fund will periodically be in a negative cash position pending reimbursement from the State of California. They will pay interest so there is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
PACE PSA - 2nd Amendment	2/16/2018	PACE PSA - 2nd Amendment

**SECOND AMENDMENT
TO THE
PERSONAL SERVICES AGREEMENT
BETWEEN
THE SHASTA COUNTY WATER AGENCY AND
PACE ENGINEERING, INC.**

This Second Amendment is entered into between the Shasta County Water Agency ("Water Agency") and Pace Engineering, Inc. ("Consultant").

RECITALS

WHEREAS, Water Agency and Consultant have previously entered into an agreement that commenced on June 28, 2016, (the "Agreement") for the purpose of providing engineering and administrative services for a water system improvement project for County Service Area ("CSA") No. 2 – Sugarloaf Water ("Sugarloaf") (the "Original Agreement"); and

WHEREAS, Water Agency and Consultant on January 24, 2017, amended the Original Agreement ("First Amendment") to pursue a Drinking Water State Revolving Fund ("DWSRF") grant, increased compensation by \$992 and extended the schedule to March 30, 2018; and

WHEREAS, DWSRF funding has been made available by the funding agency; and

WHEREAS, Water Agency and Consultant desire to further amend the responsibilities of Consultant, increase the maximum amount of compensation payable to Consultant by \$171,500, and extend the term of the Agreement to end on June 1, 2021.

NOW, THEREFORE, the Agreement is amended as follows:

I. Subsections A.15 through A.18 are added to Section 1 of the Agreement entitled RESPONSIBILITIES OF CONSULTANT to read as follows:

- A.15 Prepare plans and specifications for test well of up to 300 foot in depth at the site of the existing CSA water treatment facility.
- A.16 Coordinate and permit test well design and construction with the State Water Resources Control Board Division of Drinking Water and other interested agencies.
- A.17 Bid and award drilling of the test well with an appropriately licensed contractor.
- A.18 Hold a preconstruction meeting and provide engineering support services during construction of the test well. Ensure proper testing and disinfection of the test well. Observe and log test well installation and complete a technical memo describing well test results. Ensure temporary or permanent well closure, as appropriate.

II. Section 3 of the Agreement entitled COMPENSATION is amended in its entirety to read:

Section 3. COMPENSATION

Effective March 2, 2018, Consultant shall be paid on a time and materials basis according to the rates described in Exhibit A-1, attached and incorporated herein, for the services described in this agreement. In no event shall the maximum amount payable under this agreement exceed \$212,300.

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

III. Section 5 of the Agreement entitled TERM OF AGREEMENT is amended in its entirety to read:

Section 5. TERM OF AGREEMENT

This Agreement shall commence March 2, 2018, and shall end on June 1, 2021.

IV. REAFFIRMATION

In all other respects, the Agreement, as amended, 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

This Second Amendment shall be deemed effective as of March 2, 2018.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Consultant have executed this Second Amendment 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 Directors
Shasta County Water Agency
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

RISK MANAGEMENT APPROVAL

By: David M. Yorton, Jr. 2/15/18
David M. Yorton, Jr.
Senior Deputy County Counsel

By: Shelley Forbes for James Johnson
James Johnson
Risk Management Analyst III

CONSULTANT
PACE ENGINEERING, INC.

By: Paul J. Reuter
Print Name: Paul J. Reuter
Title: President
Date: 2-15-18
Tax I.D. #: 94-2436391

By: Thomas W. Waresock
Print Name: THOMAS W. WARESOCK
Title: PRINCIPAL ENGINEER
Date: 2-15-18
Contractor's License #: Engineer's C45008



Exhibit A-1

STANDARD CHARGES FOR PROFESSIONAL SERVICES
Effective through December 31, 2018

LABOR CLASSIFICATION		HOURLY RATE
Senior Engineering Consultant	E8	\$205
Managing Engineer	E7	\$205
Principal Engineer	E6	\$193
Senior Engineer	E5	\$178
Associate Engineer	E4	\$159
Staff Engineer/Grade 3	E3	\$143
Staff Engineer/Grade 2	E2	\$134
Staff Engineer/Grade 1	E1	\$122
Engineering Technician 4	T4	\$134
Engineering Technician 3	T3	\$121
Engineering Technician 2	T2	\$109
Engineering Technician 1	T1	\$94
One-Man Survey Crew	SC1	\$226
Two-Man Survey Crew	SC2	\$288
Two-Man Survey Crew (O/T)	SC2x	\$341
Three-Man Survey Crew	SC3	\$355
Survey Supervisor	SS1	\$166
Licensed Land Surveyor	LS1	\$150
Admin. Clerk III	AD3	\$75
Admin. Clerk II	AD2	\$66
Admin. Clerk I	AD1	\$59

EXPENSES

- Meals and Lodging: At cost (out-of-town and overnight work only)
- Vehicle Transportation: Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
- Express Mail/Federal Express: At cost
- Outside Services & Fees: At cost plus 10% administrative fee
- Computers, Plotters and Electronic Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

Refer to Exhibit A-1 for hourly rates on prevailing wage projects.

M:\Master Documents\Rate Sheets\2018 Std-chn Exhibit A - PRELIM.docx

1730 SOUTH STREET • REDDING, CA 96001 • (530) 244-0202 • (530) 244-1978

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Regular - General Government-3.

SUBJECT:

Leg Report

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Larry Lees, County Executive Officer (530) 225-5550

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

(1) Receive a legislative update and consider action on specific legislation related to Shasta County’s legislative platform; (2) take the following actions: (a) temporarily suspend the operation of Administrative Policy 1-101, Rule 7(e)(1), which prohibits the Board from taking a position on propositions on the ballot; and (b) adopt a resolution in support of The Reducing Crime and Keeping California Safe Act of 2018; and (3) receive Supervisors’ reports on countywide issues.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description
Resolution

Upload Date
2/22/2018

Description
Resolution

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA SUPPORTING THE
REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018**

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders," and are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

WHEREAS, The Reducing Crime and Keeping California Safe Act of 2018 (the "Act") reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in the Act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the second highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, individuals who repeatedly steal, often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. The Act enacts such reforms; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses, as

Resolution No. 2018-_____

Page 2 of 2

collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

WHEREAS, the Act does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby supports The Reducing Crime and Keeping California Safe Act of 2018.

DULY PASSED AND ADOPTED this 27th 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 27, 2018

CATEGORY: Regular - General Government-4.

SUBJECT:

Fiscal Year 2017-18 Mid-Year Budget Report

DEPARTMENT: Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Howat, County Chief Financial Officer (530) 225-5561

STAFF REPORT APPROVED BY: Terri Howat, County Chief Financial Officer (530) 225-5561

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

RECOMMENDATION

Take the following actions: (1) Receive an update on the status of the Fiscal Year (FY) 2017-18 Shasta County Budget; (2) direct departments to make spending adjustments to stay within approved net county cost contained in the FY 2017-18 Budget, as adjusted; (3) approve the budget principles recommended for the FY 2018-19 Proposed Budget; and (4) in accordance with Government Code section 29064(c), approve the Budget Adoption Schedule recommended for the FY 2018-19 Proposed Budget and direct the publication of a recommended budget pursuant to the Budget Adoption Schedule.

SUMMARY

N/A

DISCUSSION

The Mid-Year Report is an analysis of the County’s fiscal condition as it relates to the adopted spending plan for the year. Information for this analysis is provided by staff of each County department following a review of actual and projected expenditures and revenues at mid-year of the budget cycle. The mid-year review is the precursor to the County’s budget planning for the coming fiscal year. Adopting budget principles have proven to be an effective means of managing the County’s spending.

The County Executive Officer (CEO) requested that departments conduct a thorough review of their budgets. Departments were directed to identify any unfavorable variances from budgeted revenues and expenditures. Departments report no significant variations to budgeted plans. Consistent with past budgets many deviations from budget are driven by activities in Sacramento and Washington. Departments will continue to monitor their budgets and request budget amendments as necessary to adjust for variances in expenditures and revenues before June 30, 2018.

At mid-year, we take the opportunity to direct departments to stay within approved net-county-cost contained in the FY 2017-

18 Budget, as adjusted. The Auditor-Controller controls budget expenditures at the Object Level; department heads are responsible for revenues in the Adopted Budget. They must notify the CEO of any revenue shortfall; and further, they must reduce spending as necessary to remain within the FY 2017-18 Adopted Budget net-county-cost.

The CEO held a kick-off meeting for the FY 2018-19 Budget on February 5, 2018.

ALTERNATIVES

There are a number of budget principles included in this Mid-Year Report for your consideration. The Board may choose to approve none, any, or all of those presented. You may also choose to provide Staff additional direction.

OTHER AGENCY INVOLVEMENT

Every County department head submitted a mid-year status report to the CEO. Other than those discussed in the Mid-Year Report, all departments are projecting current year activities consistent with their approved budget.

FINANCING

The County balances its annual spending plan by estimating expenditures and revenues based on assumptions. This method has worked well and generally results in a positive fund balance carry-over each fiscal year.

The County has taken prudent steps to withstand an economic downturn. We have reduced spending, and maximized revenues where possible. Our multi-phased approach balances the needs of the community and our County family within available resources.

ATTACHMENTS:

Description	Upload Date	Description
FY2017-18 Mid-Year Report	2/22/2018	FY2017-18 Mid-Year Report
FY2018-19 Budget Adoption Schedule	2/22/2018	FY2018-19 Budget Adoption Schedule

**SHASTA COUNTY ADMINISTRATIVE OFFICE
FISCAL YEAR 2018/19 MID-YEAR REPORT**

PURPOSE

The purpose of the Fiscal Year (FY) 2018/19 Mid-Year Report is to outline the County’s financial outlook by comparing actual financial activities for the first six months of the fiscal year, and projections for the remaining six months with the Adjusted Budget. The Mid-Year Review affords us an opportunity to strategize for the proposed spending plan for FY 2018/19.

The impact of the Governor’s FY 2018/19 budget proposal is not fully known at this time. The Governor’s budget proposal anticipates a recession to occur consequently the budget is built to maintain reserves and pay down debt. The CEO will monitor and evaluate the State’s budget when the Governor’s May Revise is released.

Locally, revenue from property taxes have been rebounding as compared to the last five years. The County’s discretionary revenue is derived primarily from various taxes. In the fiscal year ending June 30, 2017, tax revenue increased by 7.3 percent. We remain cautious in projecting the County’s discretionary revenue due economics unknowns.

Revenue Type	FY2013/14 Actual	FY2014/15 Actual	FY2015/16 Actual	FY2016/17 Actual	FY2017/18 Projected
Taxes	\$43,792,301	\$45,006,702	\$46,902,419	\$50,329,065	\$50,077,488
Licenses, Permits, Franchises	683,788	733,289	752,177	755,736	482,039
Fines, Forfeitures, Penalties	1,967,583	2,681,541	2,005,944	1,977,632	1,517,442
Money & Property	293,750	928,403	977,171	1,272,838	661,300
Intergovernmental Revenue	3,347,561	5,131,411	3,999,604	2,735,139	1,024,845
Charges for Services	888,257	896,487	905,447	922,781	494,456
Miscellaneous Revenues	8,007,612	77,266	75,585	43,765	25,329
Other Transfers-in	0	69,642	0	1,000,000	0
Sale of Land or Fixed Assets	0	0	0	0	0
Grand Total	\$58,980,852	\$55,524,741	\$55,618,347	\$59,036,956	\$54,282,899

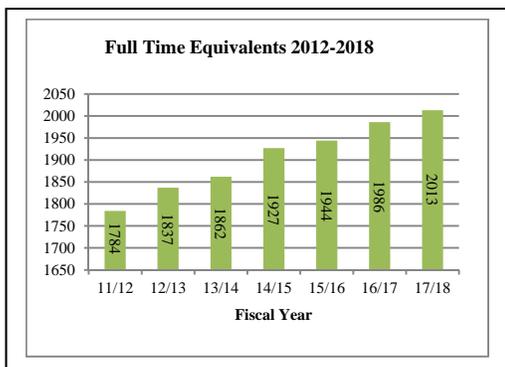
Departments are encouraged to monitor spending in the current fiscal year. Any resulting savings, combined with the roll-over of the contingency reserve, will become the fund balance basis for the FY 2018-19 proposed budget. Consistent with past budgets many deviations from budget are driven by activities in Sacramento and Washington. Departments will request budget amendments as necessary to adjust for variances in expenditures and revenues before June 30, 2018.

BONDED INDEBTEDNESS

At the end of June 30, 2017, the County had total debt obligation outstanding of \$36.7 million. Of this amount, \$30.8 million comprises bonds that are secured by the County’s lease rental payments and other dedicated sources of revenue, and \$770,400 of special assessment debt secured by property subject to the assessment. The remainder of the County’s debt represents loans secured solely by specified revenue sources.

Moody’s Investors Service assigned an A1 rating to the Shasta County Lease Revenue Refunding Bonds 2013 Series A. The rating action reflects the County’s solid fiscal position including satisfactory cash levels, well-sized though recently pressured tax base, the legal covenants of the bonds and the County’s modest debt profile. The County has consistently reduced its expenditures which has enabled it to avoid material deficits while maintaining solid cash and general fund reserves. Pressures on the County’s fiscal outlook are caused by state and local economic factors outside the County’s control.

COUNTY WORKFORCE



**SHASTA COUNTY ADMINISTRATIVE OFFICE
FISCAL YEAR 2018/19 MID-YEAR REPORT**

PRINCIPLES FOR FY 2018/19 PROPOSED BUDGET

Staff recommends that these policies be reaffirmed or implemented immediately. They will become the framework for the County Executive Officer’s (CEO) Proposed Budget. The CEO will closely monitor the State Budget and recommend alternatives as necessary. The Board of Supervisors’ (Board) will have the opportunity to make adjustments to the spending plan during Final Budget Hearings.

- Continue the Controlled Hiring Process.
- Approve no new programs or new positions that are not clearly revenue supported.
- Review all grant funded positions. The Board has consistently maintained that the County will not preserve positions that have lost grant funding.
- The County administers many costly State programs. We have limited ability to raise revenues to offset any loss in State and Federal funding. We will avoid back-filling reductions in such funding when legally permissible, and continue to seek relief from unfunded State mandates.
- The County Executive Officer will review all requests for capital assets and computer equipment.
- Departments that did not receive a subsidy for FY 2017-18 plan on a 2% increase from General Fund.
- Realize salary and benefit savings through collaborative bargaining with our labor partners.
- Recommend the deletion of positions vacant over 18 months, with exceptions as approved by the CEO.
- Encourage expenditure reductions in the current year to create carry-over funds for FY 2018-19.
- In accordance with Administrative Policy 2-101, “*Budgetary Policies and Controls*”, direct Department Heads to limit expenditures to ensure that their spending remains within each Object Level in the Adopted Budget.
- Hold Department Heads responsible for Revenues in the Adopted Budget; direct them to notify the County Executive Officer of any revenue shortfall; and further, direct them to reduce spending as necessary to remain within the Adopted Budget Net County Cost.

MID-YEAR REVIEW OF SELECT BUDGET UNITS

The CEO commends Department Heads for monitoring their specific revenues and reducing expenditures where appropriate. Daily, they make difficult decisions relative to service delivery. The public is well served by the myriad of staff who selflessly struggle to provide service within limited resources.

GENERAL GOVERNMENT

No significant variance from budget:

100 – General Revenue	113 – Purchasing
101 – Board of Supervisors	120 – County Counsel
102 – County Administrative Office	130 – Personnel
103 – Clerk of the Board	140 – Elections Administration
110 – Auditor-Controller	165 – Economic Development
111 – Treasurer-Tax Collector	174 – Tobacco Settlement
112 – Assessor	900 – Contingency Reserve

HOUSING AND COMMUNITY ACTION AGENCY

No significant variance from budget:

- 543 – Housing Authority
- 590 – Community Action Agency
- 591 – CalHome
- 592 – HOME
- 596 – Housing Rehab

PUBLIC PROTECTION (Excluding Public Safety Group)

No significant variance from budget:

203 – Conflict Public Defender	256 – Victim Witness
207 – Public Defender	290 – Recorder
208 – Grand Jury	292 – Public Guardian
221 – County Clerk	297 – Animal Control
228 – Child Support Services	299 – Public Administrator
237 – Sheriff Civil Unit	280 – Agriculture Commissioner/Sealer of Weights & Measures

201 – Trial Courts: This budget comprises the County’s remaining costs for Trial Courts, including operations and maintenance of Court facilities. Revenues from court fines and fees continue to decline. The transfer from the Courthouse Construction Fund for the long-term debt on the Courthouse may not materialize. For a fifth year, receipts from fines and

**SHASTA COUNTY ADMINISTRATIVE OFFICE
FISCAL YEAR 2018/19 MID-YEAR REPORT**

fees will be insufficient to offset the debt-service payment. A budget amendment will be proposed toward the end of FY 2018/19 to keep the General Fund in balance.

PUBLIC SAFETY GROUP (Sheriff, District Attorney, Probation)

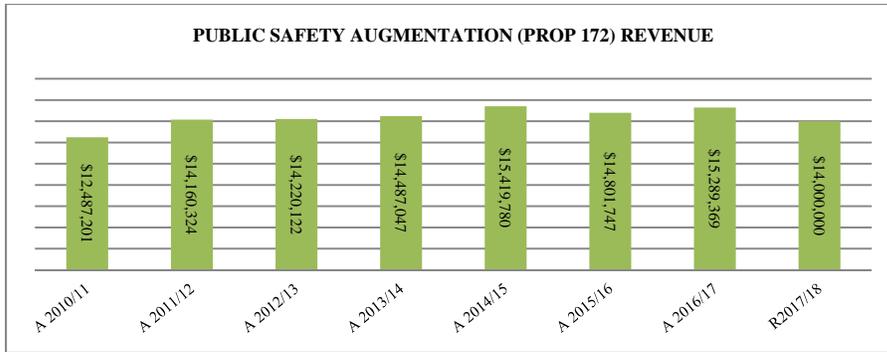
No significant variance from budget:

- 227 – District Attorney
- 235 – Sheriff
- 262 – Juvenile Rehabilitation Facility
- 263 – Probation

PUBLIC SAFETY HALF-CENT SALES TAX (PROPOSITION 172)

The County began receiving revenue from this tax in FY 1993/94, after the ballot initiative passed. The County factor has fluctuated from a high of 0.00534 in FY 1994/95 to a low of 0.004526 in FY 2016/17. This rate will continue into FY 2018/19.

We project this revenue conservatively due to fluctuations in the County’s share of statewide sales tax. This revenue source can only be used for public safety needs as defined by the Board of Supervisors in 1994. The Board’s discretion is in the proportional amounts appropriated to the various public safety departments.



A = ACTUAL, R = RECOMMENDED BUDGET

HEALTH AND HUMAN SERVICES AGENCY (HHS)

A review of the budgets within HHS has determined several variances between adopted budget and the projected actual revenues and expenditures. A budget amendment will be presented to the Board of Supervisors on February 27, 2018.

MENTAL HEALTH

- No significant variance from budget:
- 404 – Mental Health Services Act (MHSA)
- 410 – Mental Health
- 422 – Alcohol and Drug Program
- 425 – Perinatal Substance Abuse Prevention

PUBLIC HEALTH

- No significant variance from budget:
- 411 – Public Health
- 412 – Shasta County Health Care
- 417 – California Children’s Services (CCS)

SOCIAL SERVICES

- No significant variance from budget:
- 501 – Social Services
- 530 – Opportunity Center
- 542 – General Assistance
- 541 – Welfare Cash Aid

RESOURCE MANAGEMENT

- No significant variance from budget:
- 282 – Building
- 286 – Planning
- 402 – Environmental Health

PUBLIC WORKS

There are several variances with the Roads and County Service Areas budgets. The department will continue to monitor these variances within each budget and make necessary budget adjustments before the end of the fiscal year, if necessary.

***SHASTA COUNTY ADMINISTRATIVE OFFICE
FISCAL YEAR 2018/19 MID-YEAR REPORT***

Page 4 of 4

VETERANS SERVICES, EDUCATION AND RECREATION

No significant variance from budget:

570 – Veterans Service Office

611 – Library

620 – Ag. Extension Service

621 – Farm Advisor Joint Shasta-Lassen

INTERNAL SERVICE FUNDS

No significant variance from budget:

925 – Information Technology

940 – Fleet Management

950 – Risk Management

955 – Facilities Management

SPECIAL DISTRICTS AND OTHER AGENCIES

No significant variance from budget:

0373 – Air Quality Management District

0391 – CSA #1 Fire Protection Administration (SCFD)

0851 – In Home Supportive Services Public Authority (IHSS)

SHASTA COUNTY BUDGET ADOPTION SCHEDULE FY 2018-19

RECOMMENDED 2018-19 BUDGET PROJECT	DEADLINE	ASSIGNED	RECOMMENDED 2018-19 BUDGET PROJECT	DEADLINE	ASSIGNED
1. Preparation of instructions for submitting revenue/expenditure requests for the FY 2018-19 Proposed Budget.	January 1-31, 2018	CAO	14. Deadline for written Department Head appeals of CEO's Recommendations for inclusion in the budget message to the BOS.	May 1, 2018	Departments
2. ISFs meet with Auditor to review rates and working capital reserves.	January 16-19, 2018	ISF Departments, Auditor-Controller	15. Deadline for tabulation of Proposed Budget and completion of summary schedules.	May 17, 2018	AUDITOR
3. Rates for Internal Service Funds, Opportunity Center, Personnel, and the Auditor-Controller due to CAO.	February 1, 2018	ISF departments, Auditor-Controller, Personnel, Opportunity Center	16. CAO staff complete budget unit narratives and forward message. (Will need summary schedules from Auditor by this date.)	May 17, 2018	CAO
4. Kick-Off Meeting for the FY 2018-19 Recommended Budget.	Feb. 5, 2018 10:00 a.m. in BOS Chambers	CAO Auditor	17. Make Recommended Budget available to the Public. Publish Notice that Recommended Budget is available to the Public and of Final Budget Hearings (Reference-Gov. Code 29080). [Budget narratives etc. must be available in lobby and on-line at this time.]	May 24, 2018	CAO/COB
5. Departments e-mail budget Excel spreadsheets to staff in the Auditor-Controller's office for uploading. [Email as soon as possible-do not wait for deadline.]	March 14, 2018, 9:00 a.m.	DEPARTMENTS	18. Budget Hearings commence (not to exceed 14 days, Reference-Gov. Code 29080)	June 6, 2018 9:00 a.m.	CAO/ALL
6. Staff in Auditor-Controller's office uploads budget spreadsheets into ONESolution.	March 14-21, 2018	AUDITOR-CONTROLLER	19. Finalize budget documents – incorporate any changes required by Board action during budget hearings.	June 7 - 20, 2018	CAO/AUDITOR
7. Personnel provides current position allocation list and under fills/vacant list to analysts.	March 21, 2018,	PERSONNEL	20. Salary Resolution adopting personnel changes approved in the recommended budget due to the CAO	June 6, 2018	PERSONNEL
8. Departments submit budget requests including worksheets/supporting documentation to CAO. Salary & Benefit worksheets must also be submitted to the Auditor-Controller's office.	March 23, 2018, 12 p.m.	DEPARTMENTS	21. Preparation of Resolution adopting the FY 2018-19 Final Budget and corresponding Salary Resolution.	June 19, 2018	CAO/PERSONNEL
9. CAO staff conduct meetings with department heads regarding their budget requests; and submit recommendations for the FY 2018-19 Proposed Budget to Auditor and departments.	March & April, 2018	CAO	22. Board of Supervisors adopt the FY 2018-19 Budget and corresponding Salary Resolution.	June 26, 2018	CAO/AUDITOR /BOS
10. Deadline for CAO's recommendations for the FY 2017-18 Proposed Budget to Auditor and departments; add/deletes for position allocation recommendations including recommendations on new positions to Personnel.	April 13, 2018	CAO	23. Review Board approved adjustments and tabulate Adopted Budget; produce Budget documents for printing.	November-December 2018	CAO/AUDITOR
11. Deadline for department heads to submit appeal of analyst's recommendations to the CEO.	April 19, 2018	DEPARTMENTS	24. FY 2018-19 Adopted Budget returned from printers; Auditor to submit to Clerk of the Board and State-Controller. (Reference-Gov. Code 29093, and Policy Manual 2-102)	December 2018	CAO/AUDITOR
12. CEO meets w/ dept. heads on department's appeal of analyst's recommendations.	April 20 & 23, 2018	CAO	25. FY 2018-19 Adopted Budget returned from printers; Auditor to submit to Clerk of the Board and State-Controller. (Reference-Gov. Code 29093, and Policy Manual 2-102)	December 2018	
13. Final deadline for submitting all final CAO recommendations, reconciliations to balance FY 2018-19 Proposed Budget to staff for data entry.	May 1, 2018	CAO			

- NOTES:**
1. **NO CHANGES TO POSITION ALLOCATIONS BETWEEN APRIL 16TH AND JULY 1ST**
 2. **BE SURE TRAN IN/TRAN OUT AND COST APPLIED ACCOUNTS MATCH BY COMMUNICATING WITH OTHER DEPARTMENT(S)!**
 3. **MARCH 14TH AT 9:00 A.M. – DEADLINE FOR BUDGET WORKSHEETS TO BE EMAILED TO AUDITOR/BUDGET**

SHASTA COUNTY BUDGET ADOPTION SCHEDULE FY 2018-19

FY 2018-19 MID-YEAR PROJECT	DEADLINE	ASSIGNED	FY 2018-19 MID-YEAR PROJECT	DEADLINE	ASSIGNED
1. Preparation of instructions for completing the FY 2018-19 Mid-Year Review.	December 2018	CAO	4. Analysis of Mid-Year budget data submitted by departments.	February 2019	CAO
2. Distribution of instructions to departments for completing FY 2018-19 Mid-Year revenue/expenditure projections.	January 7, 2019	CAO	5. Preparation of Mid-Year report; submit to Clerk of the Board.	February 19, 2019	CAO
3. Deadline to submit FY 2018-19 Mid-Year report to the CEO	January 22, 2019	DEPARTMENTS	6. Present Mid-Year Budget Review to Board of Supervisors.	February 26, 2019	CAO

Shasta County Budget Calendar, FY2018-19

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 27, 2018

CATEGORY: Regular - General Government-5.

SUBJECT:

An ordinance enacting Zone Amendment 06-026 (Birk) in Palo Cedro - Second Reading

DEPARTMENT: Clerk of the Board

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Richard Simon, Resource Management Director

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

RECOMMENDATION

As introduced on April 24, 2007, enact an ordinance of the Board of Supervisors of the County of Shasta Amending the Shasta County Zoning Plan, Rezoning approximately 10.12 acres at the northeast corner of Bella Montania Lane and Regna Drive in Palo Cedro, from Rural-Residential-Building Site Minimum (R-R-BSM) to Rural-Residential-Five-Acre Minimum Lot Area (R-R-BA-5). (Zone Amendment 06-026, Birk)

SUMMARY

N/A

DISCUSSION

On April 24, 2007, following the Planning Commission's recommendation for approval, the Board of Supervisors conducted a public hearing, adopted a Negative Declaration, made specific rezone findings, and introduced and waived the reading of the rezoning ordinance. However, the applicant did not remit payment for Fish and Wildlife (formerly Fish and Game) fees associated with the zone amendment, so a second reading of the ordinance did not occur. The applicant is now prepared to complete the rezone process. At the public hearing on April 24, 2007 no one spoke in opposition to the proposed action.

At the time of the first reading of this ordinance, the Department followed the practice of adopting ordinances at two meetings with a first and second reading. As permitted by the Government Code, the Department now follows the practice of adopting an ordinance at a single meeting where a public hearing is a prerequisite to adoption.

ALTERNATIVES

The Board could choose not to enact the ordinance and the property would not be rezoned as previously approved. There are no changes in the project or the circumstances related to the project that would warrant a change in the recommendation to approve.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the ordinance. Resource Management prepared the staff report. The County Administrative Office has reviewed the recommendation.

FINANCING

There is no General Fund impact with the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Ordinance	2/20/2018	Ordinance
Exhibit A	2/20/2018	Exhibit A
Board of Supervisors Minutes 4/24/07	2/20/2018	Board of Supervisors Minutes 4/24/07
Staff Report from April 24, 2007	2/20/2018	Staff Report from April 24, 2007

ORDINANCE NO. 378-_____

AN ORDINANCE AMENDING ORDINANCE NUMBER 378, THE ZONING ORDINANCE OF THE COUNTY OF SHASTA, A PORTION OF THE ZONING PLAN (ZONE AMENDMENT 06-026 - BIRK FAMILY TRUST)

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION 1. The following described real property is hereby rezoned from the Rural Residential combined with the minimum lot area, as shown on a recorded map (R-R-BSM) zone district to the Rural Residential combined with the five-acre minimum lot area (R-R-BA-5) zone district (as shown on Exhibit A). Assessor=s Parcel Number 058-350-010.

Palo Cedro area - Generally located at the northeast corner of the intersection of Bella Montania Lane and Regna Drive. Zone District Map T.31N.,R.3W-G.

SECTION 2. This ordinance shall be in full force and effect from and after thirty (30) days after its passage. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED this _____ day of _____, by the following vote:

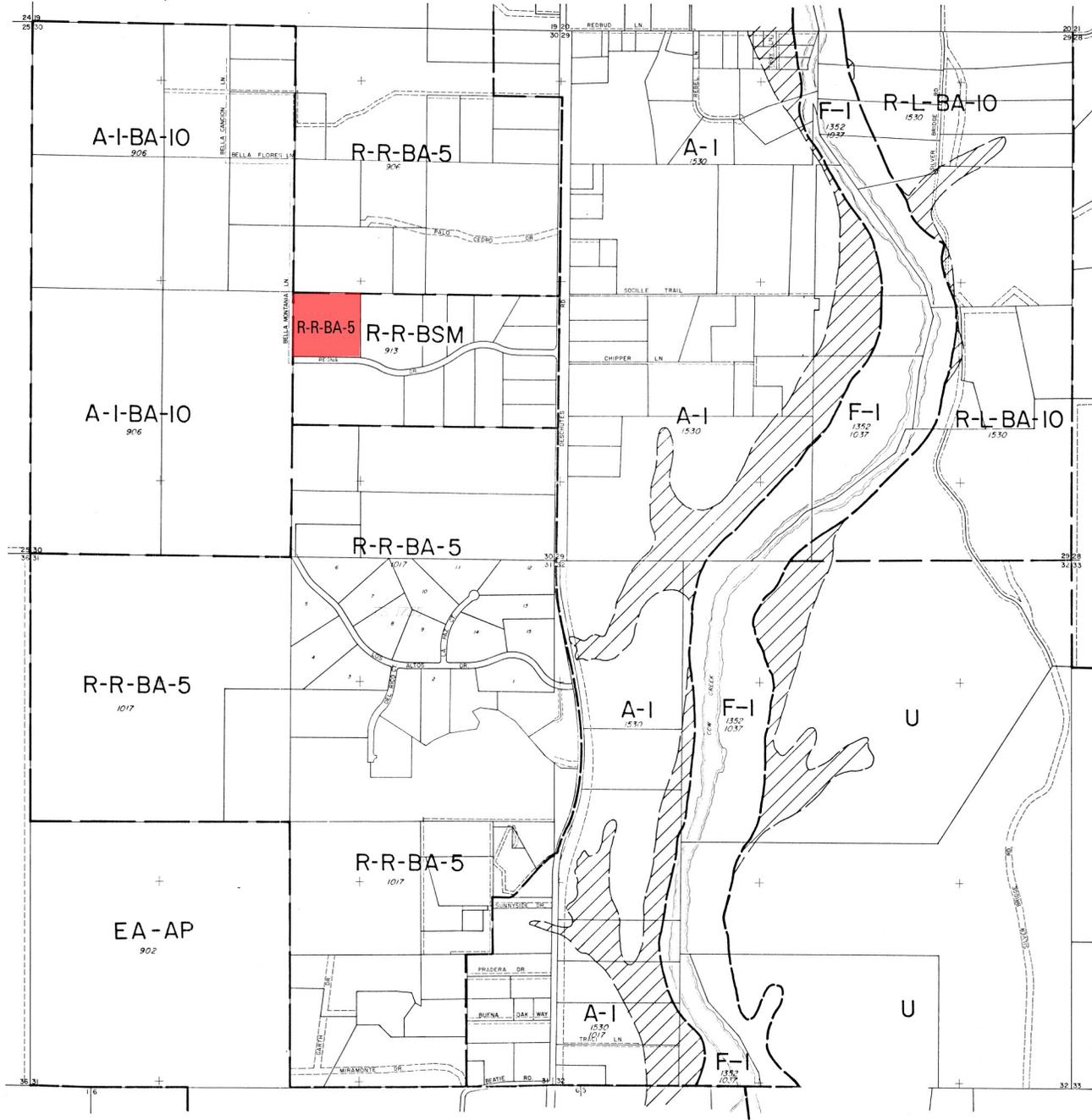
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- RECUSE:

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

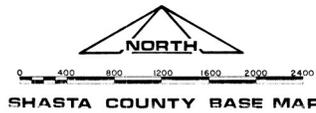
ATTEST:

LAWRENCE G. LEES
 Clerk of the Board of Supervisors

By: _____
 Deputy



LEGEND	
HIGHWAYS, COUNTY ROADS	COUNTY BOUNDARY
PROPERTY LINES	CITY LIMITS
PRIVATE EASEMENTS	SUBDIVISION BOUNDARY
OTHER EXISTING ROADS	TRANSMISSION LINES
HIDDEN LINES	INTERMITTENT STREAMS
COORDINATE SYSTEM GRID TICKS	CREEKS, PONDS
RAILROAD TRACKS	



F-2 —

30/29 ZONING—T.31N., R.3W.-G
31/32 T.31N., R.3W.-G

Exhibit "A"

Zone Amendment 06-026—Birk

Palo Cedro Area

SCHEDULED HEARINGS

RESOURCE MANAGEMENT

PLANNING DIVISION

ZONE AMENDMENT NO. 06-026

BOARD OF SUPERVISORS REGULAR MEETING - February 27, 2018
HARVINDER BIRK
PALO CEDRO AREA

This was the time set to conduct a public hearing and consider the request to approve Zone Amendment No. 06-026, Harvinder Birk, which would rezone approximately 10.10 acres in the Palo Cedro area from a Rural Residential combined with a minimum lot area as shown on a recorded map (R-R-BSM) District to a Rural Residential combined with a five-acre Minimum Lot Area (R-R-BA-5) District to facilitate the development of a second residence on the property. Associate Planner Lio Salazar presented the staff report and recommended approval of the project. The Notice of Hearing and Affidavit of Publication are on file with the Clerk of the Board.

The public hearing was opened, at which time no one spoke for or against the matter, and the public hearing was closed.

By motion made, seconded (Hawes/Baugh), and unanimously carried, the Board of Supervisors took the following actions regarding Zone Amendment No. 06-026, Harvinder Birk, Palo Cedro area:

1. Adopted the CEQA determination of a negative declaration with the findings as specifically set forth in Planning Commission Resolution No. 2007-026;
2. Adopted the rezoning findings as specifically set forth in Planning Commission Resolution No. 2007-026; and
3. Introduced and waived the reading of an ordinance approving Zone Amendment No. 06-026, as requested.

(See Zoning Ordinance Book)

10:22 a.m.: Supervisor Hawes recused himself due to his association with wetlands projects, and he left the room.

ZONE AMENDMENT NO. 07-003

CLARUM HOMES
COTTONWOOD AREA

This was the time set to conduct a public hearing and consider the request to approve Zone Amendment No. 07-003, Clarum Homes, which would rezone approximately 139 acres in the Cottonwood area from a Planned Development (PD) District to a Planned Development (PD) District subject to certain conditions. Resource Management Project Planner Joe Hunter presented the staff report and recommended approval of the project. The Notice of Hearing and Affidavit of Publication are on file with the Clerk of the Board.

The public hearing was opened, at which time Sharrah, Dunlap, Sawyer, Inc. Landscape Architect Erick Carlson offered to answer any questions.

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

SUBJECT	<u>PUBLIC HEARING</u>	BOARD MEETING DATE	AGENDA NUMBER
ZONE AMENDMENT 06-026 - BIRK PALO CEDRO AREA		04/24/2007	
DEPARTMENT	RESOURCE MANAGEMENT PLANNING DIVISION	SUPERVISORIAL DISTRICT NO.: 5	

RECOMMENDATIONS: That the Board of Supervisors conduct a public hearing and:

1. Adopt the California Environmental Quality Act (CEQA) determination of a Negative Declaration with the findings as specifically set forth in Planning Commission Resolution No. 2007-026; and
2. Make the rezoning findings, and introduce and waive the reading of the ordinance to amend the Zoning Plan of the County of Shasta identified in Zone Amendment 06-026, as specifically set forth in Planning Commission Resolution No. 2007-026.

SUMMARY: The project is located on a 10.10-acre parcel at the northeast corner of Bella Montania Lane and Regna Drive in the Palo Cedro area. The request is to change the zoning from the Rural Residential zone district combined with minimum lot area as shown on a recorded map (R-R-BSM) zone district to the Rural Residential zone district combined with the five-acre minimum lot area (R-R-BA-5) zone district. The change is requested in order to facilitate the development of a second residence on the property, which is now not feasible due to the requirement to have twice the minimum acreage in order to develop a second residence.

DISCUSSION: The Planning Commission reviewed this application on March 8, 2007. The Commission took action recommending that the Board of Supervisors approve the Zone Amendment.

General Plan & Zoning - The property is in the Rural Residential A (RA) General Plan land use designation and the Rural Residential zone district combined with minimum lot area as shown on a recorded map (R-R-BSM) zone district. The proposed change and subsequent development of a second residence are consistent with the General Plan land use designation and development pattern of the area.

Access & Services - The project site is accessed from Bella Montania Lane. Electric utilities are provided by Pacific Gas and Electric. Propane services are available from a local vendor. The project is served by an existing well and sewage disposal system. Waste Management provides solid waste disposal service and emergency response is provided by the Shasta County Fire Department.

Project Analysis - The site has been developed with a single-family residence and swimming pool. The topography slopes gently on a predominantly southeastern aspect. There is an ephemeral drainage to the south of the existing residence and it drains to the southeast. The site is dominated by blue oaks which cover approximately 75 percent of the site. Open areas are covered by grasses. A variety of common wildlife have been observed on-site; examples include deer, raccoon, skunk, and common birds. Adjoining uses to the north, east, and south are residential. Land to the west of the project site is zoned for limited agricultural use.

Land division projects that propose variable lot sizes typically employ an average number of potential houses per acre for the entire project area in order to be consistent with General Plan land use requirements for residential density and/or with the development pattern of lands in the vicinity.

Zone Amendment 06-026

BOS 04/24/2007

Page 2

The land division that created the subject parcel proposed variable lot sizes which in some cases were smaller than lots to the north and south of the development. The target average number of residences per acre for the project was one dwelling per five acres, which was consistent with the development pattern of lands in the vicinity. The minimum lot area as shown on a recorded map (R-R-BSM) zone district was applied in order to indicate that variable lot sizes and density averaging were applied to the underlying land division and to guard against potential future land divisions or zoning changes that would exceed the target number of residences per acre proposed at the time the project was approved.

The addition of a second residence on this parcel will not cause the number of residences within the subdivision to exceed the target of one house per five acres. Water for the new parcel is available from the water district. There is no indication that the soils on the site will not be able to support a sewage disposal system. Fire Safety Standards for the development of a second residence can be met. There are no significant impacts associated with the project. Copies of the Planning Commission resolution and minutes are attached for review.

ALTERNATIVES: The following alternatives are available:

1. Deny the rezoning request;
2. Place the project in a different zone district;
3. Continue review of the application for additional specific information.

OTHER DEPARTMENT/AGENCY INVOLVEMENT: This application was reviewed by the referral agencies that review all new development applications.

FINANCING: If approved, the project may result in increased tax revenues, but may also result in additional demands for service.



RUSS MULL, R.E.H.S., A.I.C.P.
Director of Resource Management

Copies: Board of Supervisors (16)
Birk Family Trust, P.O. Box 991121, Redding, CA 96099
Robert B. Richardson, 8440 Redbank Road, Redding, CA 96001
California Department of Fish and Game, 601 Locust Street, Redding, CA 96001
Project File

- Attach:
1. BOS Ordinance
 2. Exhibit "A"
 3. Vicinity Map
 4. General Plan Map
 5. Zoning Map
 6. Initial Study
 7. PC Staff Report
 8. PC Resolution 2007-026
 9. PC Minutes

ORDINANCE NO. 378-_____

**AN ORDINANCE AMENDING ORDINANCE NUMBER 378, THE ZONING ORDINANCE OF
THE COUNTY OF SHASTA, A PORTION OF THE ZONING PLAN
(ZONE AMENDMENT 06-026 - BIRK FAMILY TRUST)**

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION 1. The following described real property is hereby rezoned from the Rural Residential combined with the minimum lot area, as shown on a recorded map (R-R-BSM) zone district to the Rural Residential combined with the five-acre minimum lot area (R-R-BA-5) zone district (as shown on Exhibit A). Assessor's Parcel Number 058-350-010.

Palo Cedro area - Generally located at the northeast corner of the intersection of Bella Montania Lane and Regna Drive. Zone District Map T.31N.,R.3W-G.

SECTION 2. This ordinance shall be in full force and effect from and after thirty (30) days after its passage. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED this _____ day of _____, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- RECUSE:

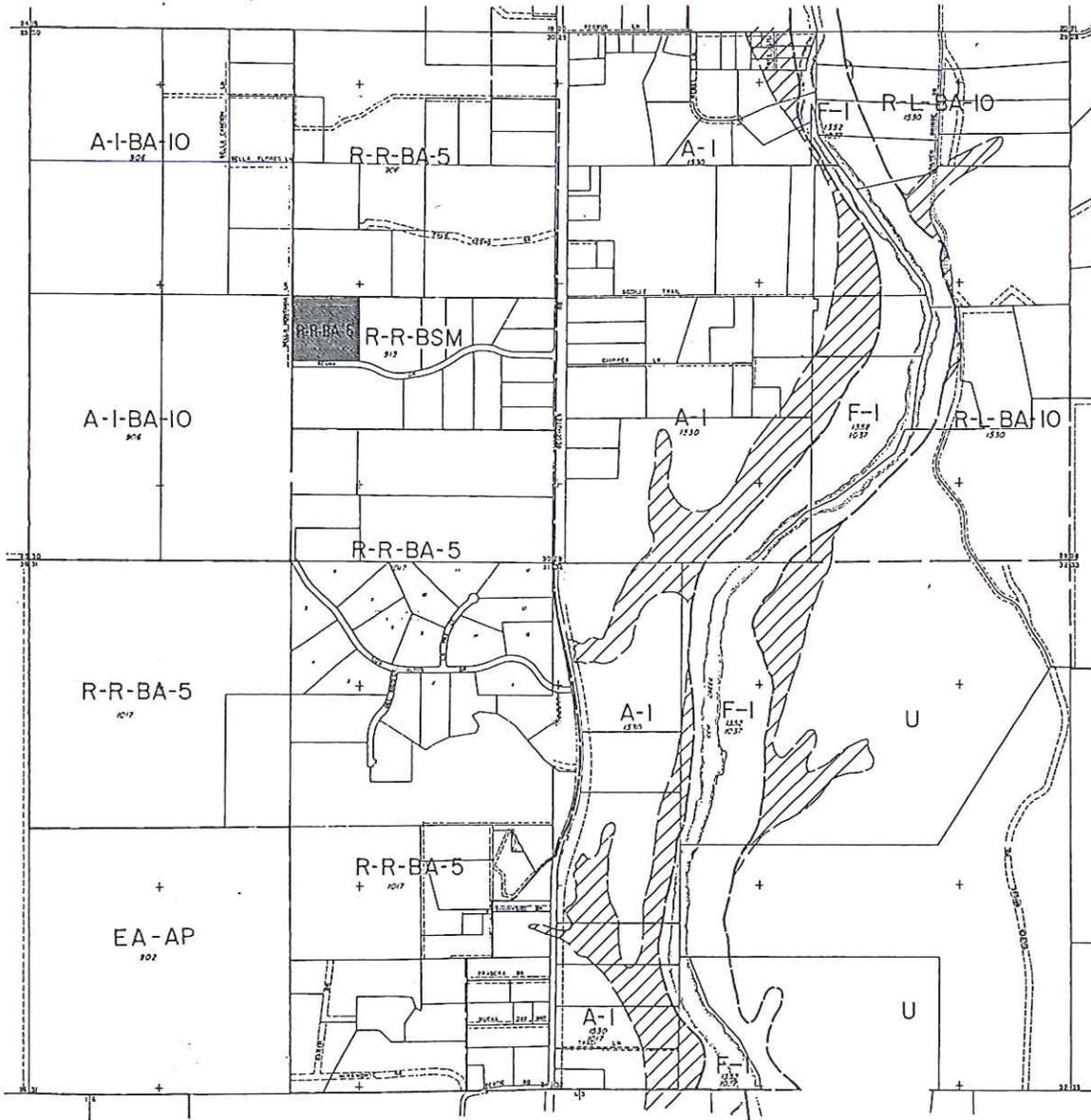
 MARK CIBULA, Chairman
 Board of Supervisors, County of Shasta
 State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

11



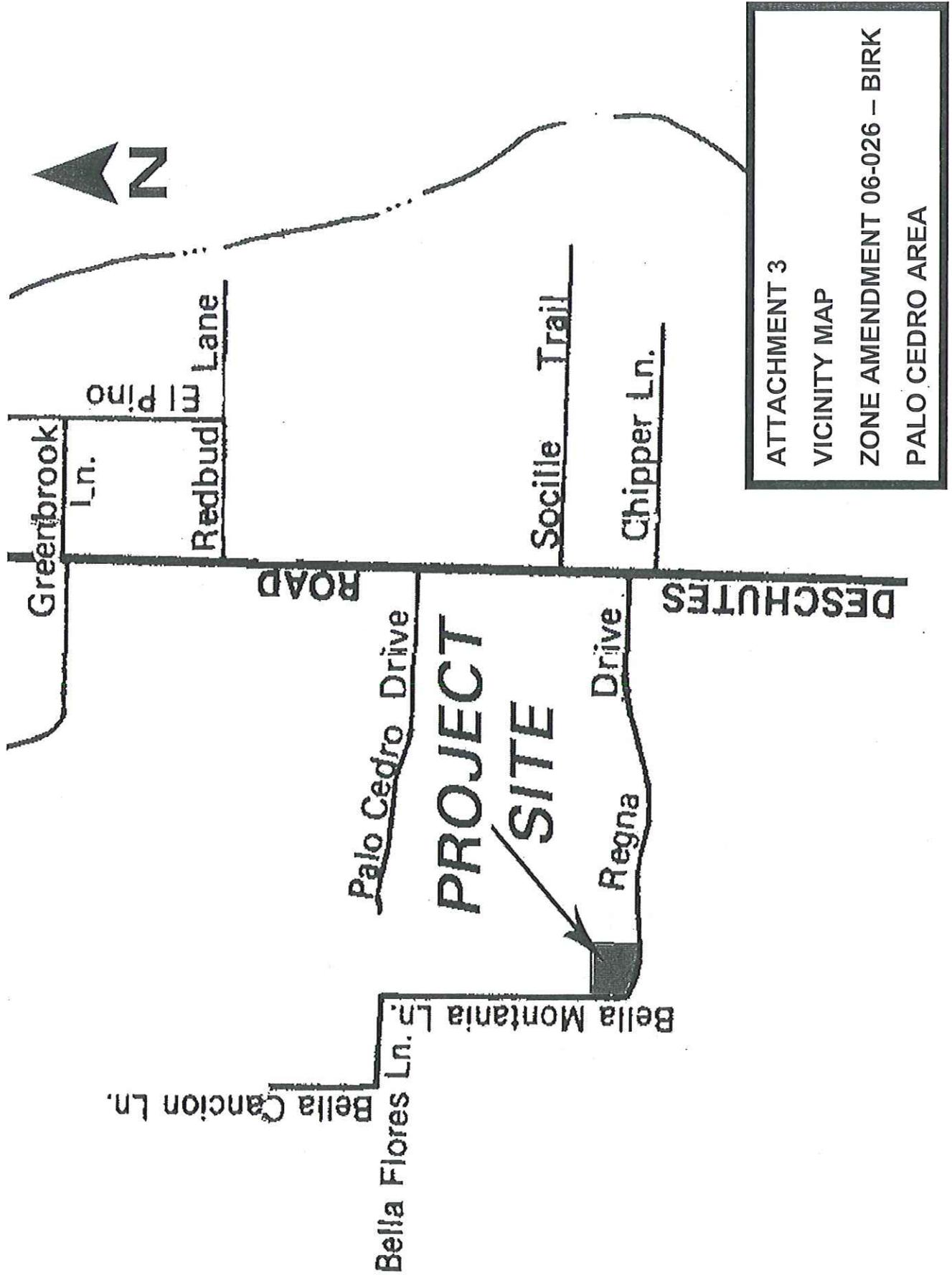
LEGEND	
HIGHWAYS, COUNTY ROADS	COUNTY BOUNDARY
PROPERTY LINES	CITY LINES
PRIVATE EASEMENTS	SUPERVISOR BOUNDARY
OTHER EXISTING ROADS	TRANSMISSION LINES
HIDDEN LINES	INTERTEXT STIPPLES
COORDINATE SYSTEM BOUNDARIES	CHIEFS
RAILROAD TRACKS	LAVEL, POND

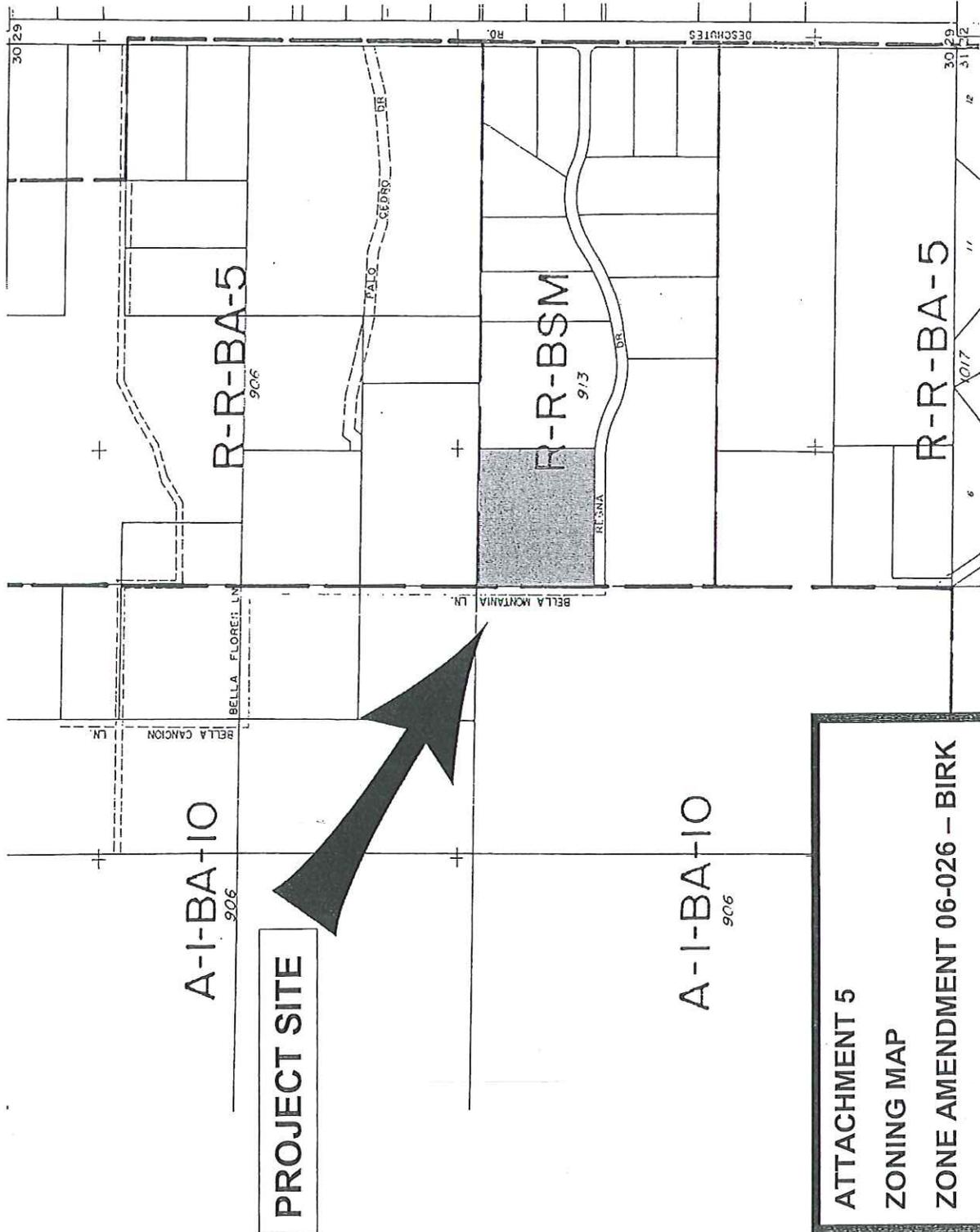


F-2 — 1334

30	29	ZONING - T.31N., R.3W.-G T.31N., R.3W.-G
31	32	

ATTACHMENT 2
EXHIBIT "A"
ZONE AMENDMENT 06-026 - BIRK
PALO CEDRO AREA





PROJECT SITE

**ATTACHMENT 5
ZONING MAP
ZONE AMENDMENT 06-026 – BIRK
PALO CEDRO AREA**

