



# SHASTA COUNTY

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## BOARD OF SUPERVISORS

1450 Court Street, Suite 308B  
Redding, California 96001-1673  
(530) 225-5557  
(800) 479-8009  
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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, April 10, 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](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: Reverend Mary Mitchell, Center for Spiritual Living

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 resolution which recognizes Shasta County Child Support Services Department, Child Support Specialist II, Lizette Ramos as Shasta County's Employee of the Month for April 2018.

**No Additional General Fund Impact                      Simple Majority Vote**

### **R 2 Board Matters**

Adopt a proclamation which designates April 3, 2018 as "National Service Recognition Day" in Shasta County (Supervisor Baugh).

**No General Fund Impact                                      Simple Majority Vote**

### **R 3 Board Matters**

Adopt a proclamation which designates April 2018 as "Fair Housing Month" in Shasta County.

**No Additional General Fund Impact                      Simple Majority Vote**

### **R 4 Board Matters**

Take the following actions for the Public Health Advisory Board (PHAB): (1) Reappoint Carissa Ballew, Mike Mangas, and Kristie Stephens (general members) to terms to expire March 2021; (2) appoint Laura Dougan (general member) to a term to expire March 2021; and (3) receive an annual year-end report on the Public Health Branch and PHAB activities.

**No Additional General Fund Impact                      Simple Majority Vote**

### **R 5 Board Matters**

Adopt a proclamation which designates April 15-28, 2018 and September 16-29, 2018 as "High School Voter Education Weeks" in Shasta County.

**No Additional General Fund Impact                      Simple Majority Vote**

## **PRESENTATIONS**

### **R 6 Presentation**

Receive a presentation from Cathy Darling Allen, Shasta County Clerk/Registrar of Voters, regarding the new voting system.

**No Additional General Fund Impact                      No 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 Auditor-Controller**

Approve and authorize the Chairman to sign the County claims list in the amount of \$2,585, as submitted.

**General Fund Impact**

**Simple Majority Vote**

#### **C 2 Clerk of the Board**

Approve the minutes of the meeting held on March 27, 2018, as submitted.

**No General Fund Impact**

**Simple Majority Vote**

#### **C 3 Clerk of the Board**

Appoint Supervisor Morgan and Jeff Avery (public member) to the Shasta County Consolidated Oversight Board.

**No Additional General Fund Impact**

**Simple Majority Vote**

#### **C 4 County Counsel**

Adopt a resolution which: (1) Repeals Resolution No. 2015-130; and (2) amends the Shasta County Conflict of Interest Code and Designated Positions.

**No General Fund Impact**

**Simple Majority Vote**

### **HEALTH AND HUMAN SERVICES**

#### **C 5 Health and Human Services Agency-Adult Services**

Approve and authorize the Chairman to sign a retroactive amendment, effective February 23, 2018, to the agreement with California Locums P.C. to provide locum tenens psychiatrists and nurse practitioners which increases maximum compensation by \$561,000, from \$876,000 to \$1,437,000, during the entire term of

the agreement and extends the end date of the agreement from February 22, 2018 to June 30, 2019.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 6      Health and Human Services Agency-Adult Services**

Approve and authorize the Chairman to sign a renewal agreement with the City of Redding, through its Police Department, in an amount not to exceed \$301,638 to provide investigative services for crimes against elder and dependent adults for the period July 1, 2018 through June 30, 2021.

**No Additional General Fund Impact                      Simple Majority Vote**

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

Approve and authorize the Chairman to sign a renewal agreement with Charis Youth Center in an amount not to exceed \$300,000 to provide mental health services to eligible children for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 8      Health and Human Services Agency-Public Health**

Take the following actions: (1) Approve acceptance of a donation of injury prevention safety equipment valued at approximately \$8,000 for Shasta County adults and children from the California Department of Public Health; and (2) authorize the Health and Human Services Public Health Branch to distribute the equipment to the community through various programs.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 9      Health and Human Services Agency-Public Health**

Regarding the retroactive application, effective January 2, 2018, for the Public Health Laboratory recertification with the California Department of Public Health, approve and authorize the Chairman to sign the: (1) Disclosure of Ownership and Control Interest Statement; and (2) Laboratory Testing Declaration.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 10      Health and Human Services Agency-Regional Services**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to revenue agreement, No. PS-2139, with the Far Northern Regional Center to enable the Health and Human Services Agency-Regional Services-Opportunity Center providing services in the community to become compliant with new federal Home and Community Based Services regulations extending the end date of the term from June 30, 2018 to June 30, 2019, and retaining the maximum compensation not to exceed \$264,140.

**No General Fund Impact    Simple Majority Vote**

**C 11      Health and Human Services Agency-Regional Services**

Approve and authorize the Chairman to sign a revenue agreement with Far Northern Regional Center (FNRC) in an amount not to exceed \$5,435.55 per month to provide reimbursement for one Full-time Job Developer to provide services to FNRC clients receiving services at the Opportunity Center for the period date of signing through September 30, 2019.

**No General Fund Impact**

**Simple Majority Vote**

**C 12 Housing and Community Action Programs**

Approve and authorize the Chairman to sign an amendment, effective the date of signing, to the agreement with the City of Shasta Lake to administer a housing rehabilitation program within the city limits of the City of Shasta Lake to extend the term though June 30, 2018.

**No General Fund Impact**

**Simple Majority Vote**

**PUBLIC WORKS**

**C 13 Public Works**

Adopt a resolution which certifies that the County maintains 1,189.762 miles of road.

**No General Fund Impact**

**Simple Majority Vote**

**C 14 Public Works**

Adopt a resolution which adopts a list of projects for Fiscal Year 2018-19 funded by Senate Bill No. 1 (Beall), *Transportation Funding* (SB 1): The Road Repair and Accountability Act of 2017.

**No General Fund Impact**

**Simple Majority Vote**

**C 15 Public Works**

Take the following actions regarding the “Big Bend Road Slide Repair Project,” Contract No. 706748: (1) Approve and authorize the Chairman to sign an agreement with Stantec Consulting Services Inc., in an amount not to exceed \$79,999.34 (the Public Works Director may amend the agreement to increase total compensation up to 10%) to provide environmental services effective for the period from date of signing through December 31, 2021, or when a notice of completion is filed for the project, whichever comes first; and (2) approve and authorize the Chairman to sign an agreement with Yeh and Associates Consultants, Inc., in an amount not to exceed \$84,748 (the Public Works Director may amend the agreement to increase total compensation up to 10%) to provide geotechnical services effective for the period from date of signing through December 31, 2021, or when a notice of completion is filed for the project, whichever comes first.

**No General Fund Impact**

**Simple Majority Vote**

**C 16 Public Works**

Take the following actions regarding the “Big Bend Road Slide Repair Project,”

Contract No. 706748: (1) Approve and authorize the Public Works Director to sign a Third Party Request to Use PG&E Real Property application; (2) authorize a one-time payment of an administrative fee of \$1,000 to PG&E; and (3) approve and authorize the Public Works Director to sign a license agreement as applicable for property access for a term not to exceed ten years from date of signing and any amendments to the agreement, so long as the agreement and any amendments are approved by County Counsel and Risk Management, providing the agreement and all such amendments otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**No General Fund Impact**

**Simple Majority Vote**

**C 17 Public Works**

Approve and authorize the Chairman to sign a Programmatic Agreement with the California Department of Transportation (Caltrans) and the California State Historic Preservation Officer (SHPO) with no compensation for the Cassel-Fall River Road at Pit River Bridge Replacement Project (the Project) effective upon the date of signing by Caltrans and the SHPO, for a period of five years, or upon completion of the Project, whichever comes first.

**No General Fund Impact**

**Simple Majority Vote**

**C 18 Public Works**

**County Service Area No. 6-Jones Valley Water**

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with PACE Engineering, Inc. to increase compensation by \$25,100, for a new total not to exceed \$154,000, and to retain the term July 18, 2017 through July 17, 2020, to provide additional design services to add a backwash pump and design for a new Supervisory Control and Data Acquisition (SCADA) system, in addition to the existing leak detection and meter replacement project.

**No General Fund Impact**

**Simple Majority Vote**

**C 19 Public Works**

Approve and authorize the Chairman to sign a Cooperative Agreement with Caltrans in the amount of \$200,000 to provide County support for the Redding to Anderson Six-Lane Project (RASL) to widen 7.5 miles of I-5, from 4 to 6 lanes, from the City of Redding to the City of Anderson.

**No General Fund Impact**

**Simple Majority Vote**

**C 20 Public Works**

Award to the lowest responsive and responsible bidder, Santoro Custom Excavating and Landscaping, on a unit cost basis, the contract for the "2018 Redding Regional Septage Impoundment 1B Cleanout Project," Contract No. 207513, in the amount of \$197,490.

**No General Fund Impact**

**Simple Majority Vote**

## **OTHER DEPARTMENTS**

### **C 21 County Service Area No. 1-County Fire**

Take the following actions regarding the purchase of Self Contained Breathing Apparatus (SCBA) equipment: (1) Approve a net zero budget amendment transferring appropriations in the amount of \$574,000 within the CSA #1, County Fire budget; and (2) approve and authorize the purchase of new SCBA equipment through All Star Fire Equipment, Inc., under the California Department of General Services (DGS) contract, in the amount of \$573,243.

**No Additional General Fund Impact**

**Simple Majority Vote**

## **REGULAR CALENDAR, CONTINUED**

## **GENERAL GOVERNMENT**

### **R 7 Administrative Office**

(1) Receive a legislative update and consider action on specific legislation related to Shasta County's legislative platform; (2) approve and authorize the Chairman to sign a letter in support of Assembly Bill 2498 (Eggman), *School employees: School Social Worker Pilot Program*; and (3) receive Supervisors' reports on countywide issues.

**No General Fund Impact**

**Simple Majority Vote**

## **SCHEDULED HEARINGS**

A court challenge to action taken by the Board of Supervisors on any project or decision may be limited to only those issues raised during the public hearing or in written correspondence delivered to the Board of Supervisors during, or prior to, the scheduled public hearing.

## **SHASTA COUNTY HOUSING AUTHORITY**

The Shasta County Board of Supervisors will recess and reconvene as the Shasta County Housing Authority.

### **SDR 1 Housing Authority**

Consider taking the following actions: (1) Conduct a public hearing; (2) close the public hearing; and (3) consider adopting a resolution which: (a) approves the Fiscal Year 2018/2019 Streamlined Annual Public Housing Agency (PHA) Plan for the Shasta County Housing Authority as required by the U.S. Department of Housing and Urban Development to maintain the Housing Choice Voucher rental assistance program; and (b) approves and authorizes the Chairman to sign the PHA Certifications of Compliance with the PHA Plans and Related Regulations including Required Civil Rights Certifications.

**No Additional General Fund Impact**

**Simple Majority Vote**

The Shasta County Housing Authority will adjourn and reconvene as the Shasta County Board of Supervisors.

**CLOSED SESSION ANNOUNCEMENT**

**R 8     The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 25 minutes):**

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION  
(Government Code section 54956.9, subdivision (d), paragraph (1)):

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

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

**RECESS**

**REPORT OF CLOSED SESSION ACTIONS**

**ADJOURN**

**REMINDERS**

Date:	Time:	Event:	Location:
04/12/2018	2:00 p.m.	Planning Commission	Board Chambers
04/17/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
04/24/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/01/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/08/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/10/2018	2:00 p.m.	Planning Commission	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](mailto: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](http://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](http://www.co.shasta.ca.us).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

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

**DEPARTMENT:** Board Matters  
Support Services-Personnel

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a resolution which recognizes Shasta County Child Support Services Department, Child Support Specialist II, Lizette Ramos as Shasta County's Employee of the Month for April 2018.

**SUMMARY**

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

**DISCUSSION**

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

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Lizette Ramos, Child Support Specialist II, Shasta County Child Support Services Department, be recognized as the April 2018 Employee of the Month.

Ms. Ramos has assisted with the Spanish-speaking caseload and has translated documents and generated Spanish language forms. She continues to assist with the Spanish-speaking cases. She quickly learned to conduct case opening interviews and perform personal service. Ms. Ramos displays high quality customer service and exemplary teamwork.

Ms. Ramos's duties include using the Child Support Lien Network (CSLN). She has received several collections while working CSLN cases. One CSLN case she worked on is collecting workers' compensation benefits that are paying off a large arrears balance for emancipated dependents. Another CSLN case based on a request due to a Spanish-speaking, non-custodial parent (NCP). The NCP received a workers' compensation payment and these funds were used to pay past due and current balances to the custodial parent. These payments have helped the families we serve, as well as increased Shasta County's total distributed collections.

Ms. Ramos continues to represent Shasta County Child Services Department and serve the citizens of Shasta County with dedication and distinction.

**ALTERNATIVES**

No other alternatives are recommended.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

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

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution - EOM April 2018	3/23/2018	Resolution - EOM April 2018

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RECOGNIZING LIZETTE RAMOS, CHILD SERVICES SPECIALIST II  
OF THE SHASTA COUNTY CHILD SERVICES DEPARTMENT,  
AS APRIL 2018 EMPLOYEE OF THE MONTH**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that Lizette Ramos, Child Services Specialist II, of the Shasta County Child Support Services Department, is hereby named Shasta County Employee of the Month for April 2018; and

**BE IT FURTHER RESOLVED** that Ms. Ramos has assisted with the Spanish-speaking caseload and has translated documents and generated Spanish language forms. She continues to assist with the Spanish-speaking cases. She quickly learned to conduct case opening interviews and perform personal service. Ms. Ramos displays high quality customer service and exemplary teamwork.

Ms. Ramos's duties include using the Child Support Lien Network (CSLN). She has received several collections while working CSLN cases. One CSLN case she worked on is collecting workers' compensation benefits that are paying off a large arrears balance for emancipated dependents. Another CSLN case based on a request due to a Spanish-speaking, non-custodial parent (NCP). The NCP received a workers' compensation payment and these funds were used to pay past due and current balances to the custodial parent. These payments have helped the families we serve, as well as increased Shasta County's total distributed collections.

Ms. Ramos continues to represent Shasta County Child Services Department and serve the citizens of Shasta County with dedication and distinction.

**DULY PASSED AND ADOPTED** this 10th day of April, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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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:** April 10, 2018

**CATEGORY:** BOARD MATTERS-2.

**SUBJECT:**

N/A

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

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

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Adopt a proclamation which designates April 3, 2018 as "National Service Recognition Day" in Shasta County (Supervisor Baugh).

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FINANCING**

N/A

**ATTACHMENTS:**

Description

Upload Date

Description



# Shasta County Board of Supervisors Proclamation

## National Service Recognition Day April 3, 2018

**WHEREAS**, service to others is a hallmark of the American character, central to how we meet our challenges and many leaders and organizations are increasingly turning to volunteer service as a cost-effective strategy to meet county needs; and

**WHEREAS**, National Service Senior Corps, sponsored by Dignity Health Connected Living, has approximately 330 volunteers in the North State providing service through three programs; and

**WHEREAS**, National Service Senior Corps volunteers contribute through the Foster Grandparent Program by spending time with children as Foster Grandparents in elementary and high schools, day-care centers, and Head Start programs giving person-to-person attention to their “grandkids”; and children receive the type of companionship, special help, and individual attention that a grandparent can give; and

**WHEREAS**, National Service Senior Corps volunteers provide service through the Senior Companion Program by visiting the elderly in their own homes; their service helps the elderly from being prematurely or inappropriately institutionalized; and most elderly visited are isolated, lonely, and have little or no support systems; and

**WHEREAS**, National Service Senior Corps volunteers put their skills and talents to good use by volunteering through the Retired Senior Volunteer Program known as RSVP; working with numerous non-profit organizations, providing food service and delivery, assisting local food banks, supporting law enforcement, and much more; and

**WHEREAS**, National Service Senior Corps Volunteers demonstrate commitment, dedication, and patriotism by making a commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service, and Dignity Health Connected Living share a priority with the County of Shasta to engage citizens, improve lives, and strengthen communities;

**WHEREAS, NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby proclaims April 3, 2018 as National Service Recognition Day in Shasta County and encourage residents to recognize the positive impact of service in our County; to thank those who serve; and to find ways to give back to their communities.

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Les Baugh, Chairman

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April 10, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** BOARD MATTERS-3.

**SUBJECT:**

Fair Housing Month Proclamation

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Laura Burch, Director of Housing/Community Action Programs, (530) 225-5160

**STAFF REPORT APPROVED BY:** Laura Burch, Director of Housing/Community Action Programs

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

**RECOMMENDATION**

Adopt a proclamation which designates April 2018 as "Fair Housing Month" in Shasta County.

**SUMMARY**

Approval of this recommendation would proclaim the month of April 2018 as Fair Housing Month and declare the County's support of Fair Housing Law.

**DISCUSSION**

Each April, the U.S Department of Housing and Urban Development (HUD) commemorates the passage of Title VIII of the Civil Rights Act of 1968-the Fair Housing Act. The Fair Housing Act prohibits discrimination in housing. With the adoption of this proclamation, the County of Shasta joins the rest of the country to promote the right to equal housing opportunity.

If any resident believes he or she has been discriminated against, the resident may refer to the County's Fair Housing webpage at <https://www.co.shasta.ca.us/index/housing.aspx>. Referral information is also available throughout the year at the Department of Housing and Community Action Programs.

**ALTERNATIVES**

The Board could choose not to adopt the proclamation or choose a different month to recognize Fair Housing Month. This is not recommended, as April is recognized nationally as Fair Housing Month.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation.

**FINANCING**

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

**ATTACHMENTS:**

Description	Upload Date	Description
Fair Housing Month Proclamation	4/5/2018	Fair Housing Month Proclamation

# Shasta County Board of Supervisors Proclamation

## Fair Housing Month April 2018

**WHEREAS**, the County of Shasta joins with the United States Department of Housing and Urban Development and other housing agencies in celebrating the 48th anniversary of the passage of the National Fair Housing Law, Title VIII, of the Civil Rights Act of 1968; and

**WHEREAS**, 2018 marks the 55<sup>th</sup> anniversary of California's Fair Housing Law; and

**WHEREAS**, the County of Shasta encourages fair housing through its rental assistance, housing rehabilitation, and first-time homebuyer programs; and

**WHEREAS**, discrimination in the sale, rental, leasing, financing, or advertising of housing, or in the provision of brokerage services because of race, color, religion, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, family status, source of income, disability, genetic information, or age is against the law; and

**WHEREAS**, the County of Shasta, in conjunction with various Federal, State, and local agencies, is working to ensure equal treatment of all citizens; and, we encourage everyone to abide by the Fair Housing Law;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby proclaims the month of April 2018 as **Fair Housing Month** in Shasta County and declares the support of the County of Shasta for the Fair Housing Law.

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Les Baugh, Chairman

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April 10, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** BOARD MATTERS-4.

**SUBJECT:**

Reappoint Existing and Approve New Members to the Public Health Advisory Board, and Receive an Annual Report

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Take the following actions for the Public Health Advisory Board (PHAB): (1) Reappoint Carissa Ballew, Mike Mangas, and Kristie Stephens (general members) to terms to expire March 2021; (2) appoint Laura Dougan (general member) to a term to expire March 2021; and (3) receive an annual year-end report on the Public Health Branch and PHAB activities.

**SUMMARY**

The PHAB is recommending reappointment of three members whose terms expired on March 31, 2018: Carissa Ballew, Mike Mangas and Kristie Stephens (general members). Additionally, one new member, Laura Dougan, is being recommended to fill a vacant expired term from April 2018 through March 31, 2021. A year-end report on Public Health Branch and PHAB activities will be presented.

**DISCUSSION**

The Board of Supervisors (Board) approved creation of the PHAB in November 2001, and approved appointments to establish the PHAB in March 2002. Of the fifteen-member PHAB, five positions are nominated for appointment by the Board from their respective districts, and ten are general membership positions nominated by the PHAB for appointment by the Board. All members are appointed to three-year terms, unless completing an unexpired term. Annually since 2002, the Board has approved appointments or reappointments to fill the vacancies due to term expirations to maintain at least nine and no more than fifteen PHAB members.

To fill the general membership positions, the PHAB's Membership Committee solicits continuing interest from existing members prior to the end of their terms, and issues a public solicitation for member recruitment when an existing member is not interested in reappointment. The PHAB voted at its meeting on March 14, 2018, to recommend the Board reappoint three current PHAB members to three-year terms expiring March 31, 2021. Those members are Carissa Ballew, Mike Mangas, and

Kristie Stephens (general members). Additionally, following public solicitation and interviews, the PHAB membership committee recommended, and it was approved by vote of the whole board on March 14, 2018, the nomination of Laura Dougan as new PHAB member (general member), replacing a member who previously resigned. General members are selected based upon geographic and community representation as well as applicant attributes, interests and capacity to fulfill PHAB responsibilities.

**ALTERNATIVES**

One alternative is not to approve one or more of the individual(s) recommended to serve on the PHAB and to request that the PHAB submit new name(s) for consideration. Another alternative is to not receive the annual report, which is required by PHAB by-laws.

**OTHER AGENCY INVOLVEMENT**

These recommendations have been reviewed by the County Administrative Office. The PHAB supports these recommendations.

**FINANCING**

There is no additional General Fund impact with the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Minutes	3/27/2018	Minutes

Public Health Advisory Board  
Minutes for March 14, 2018

Item 1: Call to Order: Chair Heick Kilzer called the meeting to order at 12:02 p.m. The following Public Health Advisory Board (PHAB) members were present during at least part of the meeting: Joe Ayer, Linda Heick Kilzer; Barbara Jackson, Toni Donovan, Mike Mangas, Kristie Stephens, Ann Morningstar, Carissa Ballew, John Coe, Kristen Lyons, and Richard Yoder.

Members not in attendance: Katharine Ann Campbell, Brad Frost, and Robin Glasco.

Others present: Health and Human Services Agency (HHS) Director Donnell Ewert, Public Health (PH) Director Terri Fields Hosler, PH Health Officer Andrew Deckert, PH Program Manager Kathey Kakiuchi, PH Program Manager Robin Shurig, PH Program Manager Jennifer Snider, PH Agency Staff Services Analyst Sara Westmoreland, and PH Executive Assistant Matthew Gieck.

Guests: Shasta Community Health Center Director of Clinical Operations Laura Dougan; YMCA Diabetes Prevention Program Coordinator Pauline Asbill.

Item 2: Public Comments

No comments.

Item 3: Member Sharing/Announcements

- Member Jackson shared that April is Child Abuse Prevention Awareness Month. Visit [ShastaCAPCC.org](http://ShastaCAPCC.org) website for a calendar of events and activities, and on April 4<sup>th</sup>, 2018 a pinwheel garden will be planted at their Benton Drive office.
- Member Jackson shared that on March 28<sup>th</sup>, 2018, Jersey Mike's will donate 100% of their proceeds to the Child Abuse Prevention Coordinating Council (CAPCC). Member Jackson encouraged PHAB members to participate.
- PH Branch Director, Terri Fields Hosler, shared that Member Glasco has retired and wrote a letter that Terri will share later.

Item 4: Action - Approval of Minutes

a. Jan 10, 2018

Motion: Member Stephens, seconded by Member Jackson, made a motion to approve the minutes of the January 10, 2018 meeting. The motion carried by a unanimous vote of the members present.

Item 5: Committee Reports

- a. Executive Committee: Chair Heick Kilzer reported that the committee met on February 7, 2018 and briefly discussed the various members who are finishing out their terms, those that would be interested in being reappointed, and nominated the slate of 2018 PHAB officers. They also agreed to the PHAB agenda for the March 14, 2018 meeting.

b. Membership Committee:

Action: Consider recommending the following individuals to the Board of Supervisors for reappointment to the PHAB for three-year terms through March 31, 2021: Kristie Stephens, Carissa Ballew, and Mike Mangas (general members)

Motion: Member Ayer moved, and Member Yoder seconded, to recommend the following individuals to the Board of Supervisors for reappointment to the PHAB: Kristie Stephens, Carissa Ballew, and Mike Mangas (general members).

Action: Nominate and elect Chairperson, Vice-Chairperson, Executive Committee Member-at-Large and Membership Committee Chairperson for the period of April 2018 – March 2019

Motion: Member Ayer moved, and Member Lyons seconded, to accept the recommendation to elect the following slate of officers:

Chair: Kristie Stephens

Vice-Chair: Barbara Jackson

Membership Chair: Joe Ayer

Parliamentarian (Immediate Past-Chair): Linda Kilzer

Member-at-large: Katharine Ann Campbell

Action: Consider recommending the following new member to the Board of Supervisors for appointment for the term April 2018 – March 31, 2021: Laura Dougan

Motion: Member Ayer moved, and Member Stephens seconded, to accept the recommendation of Laura Dougan to the Board of Supervisors for appointment to the PHAB for the term April 2018 – March 31, 2021.

Item 6: Director's Report

a. Health & Human Services:

HHSA Director Donnell Ewert referred to his written report and highlighted the following:

The recent 2-year congressional budget agreement provided funding for several health programs including the Children's Health Insurance Program (CHIP) which is now authorized for 10 years. The budget agreement also accelerates the closing of the Medicare Part D doughnut hole and adds 6 billion dollars in extra funding for mental health and opiate addiction. Also, there is 7 billion dollars in the budget deal for the funding of federally qualified health centers and authorization of funding for two more years for residency programs in community health centers, which Shasta Community Health Center participates. Finally, the budget agreement funds the Maternal, Infant and Early Childhood Home Visiting Program for five years, which funds our own Nurse Family Partnership Program.

b. Public Health Branch:

Branch Director Terri Fields Hosler read Robin Glasco's retirement email. She also congratulated PHAB member Kristie Stephens, Dean of Nursing at Simpson University, for her program being ranked 14<sup>th</sup> in California for Bachelor Programs by Niche.com and 17<sup>th</sup> in California based on National Board results.

Terri then referred to the Public Health Branch update written report highlighting the follow:

- Terri and Andrew compiled a list of suggested health language to strengthen the City of Redding Retail Cannabis Ordinance and both presented to the City Council on Tuesday, March 6<sup>th</sup>. Ultimately, the city council did not modify the ordinance to add suggested health language but did add language requiring health warnings be posted at cannabis retail establishments.
- Terri was asked to be the third signature on a board report for the GoShasta comprehensive plan for walking and bicycling. The plan is a three-way partnership with the Public Health Branch, Public Works and Planning Departments.
- We are continuing to get Naloxone sent our way to help address the opiate epidemic. The PH Branch has successfully completed the contract to provide the Hope Van with Naloxone and we are using the syringe exchange program to do direct referrals to the HOPE Van for Naloxone.
- On April 10<sup>th</sup> the Annual PHABB Report will be presented to the Board of Supervisors. Terri welcomed everyone to attend.

Item 7. New Oral Health Grant Funding – Terri Fields Hosler

Terri gave a presentation regarding the New Oral Health Grant. Public Health is thrilled to get \$189,000 per year in new oral health funds to improve oral health in the county. We will be partnering with First 5 Shasta and the already existing advisory group. We have hired a new Public Health Program and Policy Analyst to start working on the following objectives: to look for an existing advisory committee that we can expand or support, to conduct an Oral Health Assessment, to identify assets that already exist, to develop an Oral Health Action and Evaluation Plan, to implement evidence based programs, to integrate oral health best practices into our existing systems, and to integrate with Healthy Communities tobacco and sugar-sweetened beverage programs.

Item 8: Presentation: Pre-diabetes – Andrew Deckert

Dr. Deckert gave a presentation regarding the pre-diabetes crisis. Diabetes is serious and common chronic, lifelong condition that is preventable and controllable. In the U.S., approximately 1 in 10 people have diabetes, but modest lifestyle changes can prevent type 2 diabetes complications, and following diabetes self-management strategies can reduce the risk of complications. In 2014, 8,717 adults in Redding were estimated to have diabetes. In Shasta County, 50 percent of all adults and nearly 33 percent of young adults (18-39 years) have pre-diabetes. Up to 30 percent of people with pre-diabetes will get diabetes within 5 years and up to 70 percent of people with pre-diabetes will have diabetes in their lifetime.

Item 9: Lifetime of Wellness: Communities in Action – Jennifer Snider/Kristen Lyons

Healthy Communities Division Program Manager, Jennifer Snider, gave a presentation regarding the Lifetime of Wellness: Communities in Action (LWCA) Grant. LWCA is a Centers for Disease Control (CDC) sponsored initiative to implement some strategies designed to prevent obesity, hypertension, heart disease, stroke and diabetes.

The Healthy Communities Division under the LWCA grant has been working with organizations such as Shasta Community Health Center, Dignity Health and Caltrans to provide them with guidelines and information about how to make the snack baskets and vending machines in the workplace healthier. The LWCA team has also partnered with Shop Healthy Shasta Lake to implement strategies in the retail environment to promote and highlight healthier food options in retail stores in the City of Shasta Lake. Some prevention oriented activities that the LWCA team has been engaged in center around helping people to understand the access to walking, biking and recreation opportunities that are available and free. Some of

these include providing wayfinding signage directing the public to trails and recreation areas, promoting and expanding the reach of Bike Month, and hiring and Public Health Program and Policy Analyst (PHPPA) to participate in different planning groups and commissions, such as GoShasta, to put a public health lens on transportation and community plans. In addition, the LWCA team has developed a diabetes focus page on the 211 website ([www.211norcal.org/Shasta/diabetes](http://www.211norcal.org/Shasta/diabetes)).

Kristen Lyons, Shasta Family YMCA, continued the presentation regarding the YMCA Diabetes Prevention Program (YDPP). The YDPP is a nationally recognized 12-month program to motivate and support people with pre-diabetes to make practical, real-life changes, and cut their risk of developing type 2 diabetes by more than half. This program is done in collaboration with YMCA, Public Health, United Way, Partnership HealthPlan, health clinics and providers and is expected to launch in September 2018 with a possible pilot class in July 2018.

Item 9: Discussion:

The group discussed the LWCA Grant Pre-Diabetes Presentation and YMCA Diabetes Prevention Program and how to engage and share with the community, how to motivate people to participate, and how to get people referred to the program.

Item 11: Adjourned at 1:59 pm

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** BOARD MATTERS-5.

**SUBJECT:**

County Clerk/Registrar of Voters: High School Voter Education Weeks Proclamation

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Cathy Darling Allen, County Clerk/Registrar of Voters, 530-225-5730

**STAFF REPORT APPROVED BY:** Cathy Darling Allen, County Clerk/Registrar of Voters

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

**RECOMMENDATION**

Adopt a proclamation which designates April 15-28, 2018 and September 16-29, 2018 as "High School Voter Education Weeks" in Shasta County.

**SUMMARY**

N/A

**DISCUSSION**

In 2014, Assembly Bill (AB) 1817 was signed by Governor Brown designating the last two full weeks of April and September to be High School Voter Education Weeks. This initiative is supported by California Secretary of State, Alex Padilla.

AB 1817 provides an opportunity for high schools and their students to partner with county elections officials to promote civic education and participation on campus, and foster an environment that cultivates lifelong voters and active citizens. The activities provide nonpartisan information to high school students to encourage them to participate in the election process. Students learn how to register to vote, how to vote by mail, how to find information about candidates and issues, and how to find election results. Student are also encouraged to become Student Poll Workers for upcoming elections.

Also in 2014, Senate Bill (SB) 113 was signed by Governor Brown allowing 16- and 17-year-olds to pre-register to vote. Pre-registration does not change the voting age, but allows those individuals to be automatically registered to vote as soon as they turn 18. Students participating in High School Voter Education Weeks activities become Voter Registration Coordinators and assist individuals in pre-registering and registering to vote.

**ALTERNATIVES**

One of the responsibilities of government leaders is to encourage all eligible citizens to register and vote; therefore, there are no alternatives recommended.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation.

**FINANCING**

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

**ATTACHMENTS:**

Description	Upload Date	Description
Proclamation	3/30/2018	Proclamation

# Shasta County Board of Supervisors Proclamation

High School Voter Education Weeks  
April 15-28, 2018 and  
September 16-29, 2018

**WHEREAS**, the Shasta County Registrar of Voters serves as the chief elections official and is committed to strengthening democracy by encouraging voter registration and increasing participation in all elections by all eligible Shasta County residents; and

**WHEREAS**, the strength of democracy depends on active participation of all of citizens, regardless of age, and voter registration and participation of youth is historically low; and

**WHEREAS**, young people play a critical role in our democracy by helping to choose the people who will lead us and by voicing their opinions on the issues that are important to them; and

**WHEREAS**, voter pre-registration is now available for eligible 16 and 17 year olds in order to facilitate and encourage more young people to vote; and

**WHEREAS**, high schools are encouraged to offer voter registration to eligible students with either paper registration applications or a link on the high school website to an online voter registration application; and

**WHEREAS**, high schools administrators are encouraged to name one or more students as voter outreach coordinators to encourage student voter registration during **High School Voter Registration Weeks**; and

**WHEREAS**, students are encouraged to participate in our democracy through civics, voter education programs, and by encouraging their peers and members of their families and communities to register to vote and participate in elections;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby proclaims the weeks of April 15-28, 2018 and September 16-29, 2018 as **High School Voter Education Weeks** in Shasta County and encourages and urges all Shasta County high school students to participate in the activities to promote voter registration.

---

Les Baugh, Chairman

---

April 10, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** PRESENTATIONS-6.

**SUBJECT:**

Shasta County Clerk/Elections: Presentation on new voting system.

**DEPARTMENT:** Presentation

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Cathy Darling Allen, County Clerk/Registrar of Voters, 530-225-5730

**STAFF REPORT APPROVED BY:** Cathy Darling Allen, County Clerk/Registrar of Voters

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

**RECOMMENDATION**

Receive a presentation from Cathy Darling Allen, Shasta County Clerk/Registrar of Voters, regarding the new voting system.

**SUMMARY**

N/A

**DISCUSSION**

Shasta County has a new voting system resulting in voters having some new experiences in the upcoming June election. Official envelopes and voting materials sent to all voters will have a new look, ballots will be a different size and format and will be marked differently by the voters, and new voting machines will be utilized. The presentation reviews the new voting system and includes an invitation to the Shasta County Clerk/Elections Department's open house event on April 18, 2018 to showcase and demonstrate the new voting system.

**ALTERNATIVES**

The Board of Supervisors could choose to not receive the presentation or schedule an alternative date.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed the recommendation.

**FINANCING**

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - General Government-1.

**SUBJECT:**

Claims List

**DEPARTMENT:** Auditor-Controller

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Brian Muir, Auditor-Controller, (530) 225-5541

**STAFF REPORT APPROVED BY:** Brian Muir, Auditor-Controller

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign the County claims list in the amount of \$2,585, as submitted.

**SUMMARY**

**DISCUSSION**

**ALTERNATIVES**

**OTHER AGENCY INVOLVEMENT**

**FINANCING**

**ATTACHMENTS:**

Description	Upload Date	Description
Board List Attachment	4/2/2018	Board List Attachment

ORIGINAL

COUNTY OF SHASTA  
OFFICE OF AUDITOR-CONTROLLER  
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO  
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER  
4/10/2018

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
50100 034800	HHSA	CALIBER OFFICE FURNITURE LLC	DESIGN SERVICES	\$ 1,230.00	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Contract with vendor does not cover all services provided.	SEE ATTACHED MEMO FROM DEPARTMENT
50101 034800	HHSA	CALIBER OFFICE FURNITURE LLC	DESIGN SERVICES	\$ 1,355.00	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Contract with vendor does not cover all services provided.	SEE ATTACHED MEMO FROM DEPARTMENT
	TOTAL			\$ 2,585.00		

**Auditor's Certification:**

I certify that the foregoing is a true list of claims properly and regularly coming before the Shasta County Board of Supervisors, and that the computations are correct.

Date: 4/2/19 Signature: 



**Approval of Claims:**

These claims were allowed and the Claims List was approved as correct, by vote of the Board of Supervisors on this date.

Date: \_\_\_\_\_

Chairman  
Board of Supervisors  
County of Shasta  
State of California



# Health and Human Services Agency

Donnell Ewert, MPH, Director

## Business and Support Services

Tracy Tedder, Branch Director

1810 Market Street

Redding, CA 96001-1930

P.O. Box 496005

Redding, CA 96049-6005

Phone: (530) 229-8425

Fax: (530) 225-5555

CA Relay Service: (800) 735-2922

## Inter-Office Memorandum

**To:** Brian Muir, Auditor Controller  
**From:** Tracy Tedder, Branch Director  
**Date:** March 16, 2018  
**Re:** Board Claim for Caliber Office Furniture

A handwritten signature in black ink, appearing to read "Tracy Tedder", is written over the "From:" line of the memorandum.

HHSA utilized Caliber Office Furniture to install furniture products at 1670 Market Street and 1313 Yuba Street offices. HHSA purchased the furniture using the California Multiple Award Schedules (CMAS). The purchase order was issued to Affordable Interior Systems, Inc. and labor was billed separately. Caliber Office Furniture is on a county wide labor contract and is authorized to install this product, however the contract does not specifically call out "design services". Therefore, approval by the Board of Supervisors is requested to pay invoice COFQ6314 in the amount of \$1,230, of which \$900 is labor covered by the Caliber Office Furniture contract and \$330 is the design labor, as well as invoice COFQ6528 in the amount of \$1,355, of which \$1,080 is labor covered by the Caliber Office Furniture contract and \$275 is the design labor.

"Healthy people in thriving and safe communities"

[www.shastahhsa.net](http://www.shastahhsa.net)



8719 Airport Rd. Suite A Redding CA 96002  
t. 530-225-8677 f. 530-225-8667

Vend 007055

**INVOICE**

Number COFQ6314 ✓

Date Jan 10, 2018 ✓

**Sold To**

SCH&HS  
Scott Sockwell  
1810 Market St.  
Redding, CA 96001

Phone 530-229-8279  
Fax

**Bill To**

SCH&HS  
Scott Sockwell  
1810 Market St.  
Redding, CA 96001

Phone 530-229-8279  
Fax

Make PO to:  
Caliber Office Furniture  
8719 Airport Road, Suite A  
Redding, CA 96002  
email: chris@caliberooffice.com

Project #COFQ6245 Quote 3 of 3.

Salesperson		P.O. Number	Ship Via	Due Date	
Chris Cable			Caliber	2/10/2018	
Line	Qty	Description		Unit Price	Ext. Price
1	10	Prevailing Wage Labor, 2 guys x 5 hours		\$90.00	\$900.00
2	6	Design Services		\$55.00	\$330.00

SubTotal	\$1,230.00
Tax	\$0.00
Shipping	\$0.00
Deposit Due Now:	\$0.00
<b>Total Remaining:</b>	<b>\$1,230.00</b>

CB003787

Payments are due upon receipt of invoice.

We will accrue interest charges at a rate of 3% per month if payment is not received by the due date.

Credit Card orders will be charged a 3% transaction fee.

Thank you for your business.

41130-034800

Labor SVCS - \$900.00

Design SVCS - \$330.00

**ENTERED**  
FEB 13 2018  
BY: *gj*

04669156

Vend 007055



8719 Airport Rd. Suite A Redding CA 96002  
t. 530-225-8677 f. 530-225-8667

**INVOICE**

Number COFQ6528 ✓

Date Mar 20, 2018 ✓

**Sold To**

SCH&HS  
Emily Kerr  
1810 Market St.  
Redding, CA 96001

Phone 530-229-8279  
Fax

**Bill To**

SCH&HS  
Emily Kerr  
1810 Market St.  
Redding, CA 96001

Phone 530-229-8279  
Fax

Project location: 1313 Yuba St.

Quote 1 of 2.

Salesperson		P.O. Number	Ship Via	Due Date	
Chris Cable			Caliber	3/20/2018	
Line	Qty	Description		Unit Price	Ext. Price
1	12	Prevailing Wage Labor Services to install New AIS product		\$90.00	\$1,080.00
2	5	Design Services for AIS product		\$55.00	\$275.00

SubTotal	\$1,355.00
Tax	\$0.00
Shipping	\$0.00
Deposit Due Now:	\$0.00
<b>Total Remaining:</b>	<b>\$1,355.00</b>

CB003787 ✓

Payments are due upon receipt of invoice.

We will accrue interest charges at a rate of 3% per month if payment is not received by the due date.

Credit Card orders will be charged a 3% transaction fee.

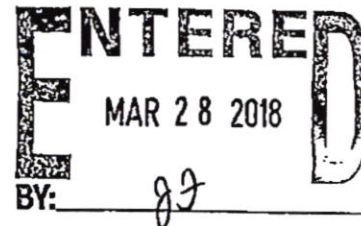
Thank you for your business.

50100 - 034800

WL7CES - WL3000

Labor Svcs - \$1,080.00

Design Svcs - \$275.00



04675545

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - General Government-2.

**SUBJECT:**

3/27/18 Draft Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Trisha Boss, Deputy Clerk of the Board, 530-225-5550

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Approve the minutes of the meeting held on March 27, 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



March 27, 2018

**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, March 27, 2018

**REGULAR MEETING**

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 - Trisha Boss  
Administrative Board Clerk - Kristin Gulling-Smith

**INVOCATION**

Invocation was given by Pastor Eric Madsen, Cottonwood Bible Baptist Church.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

**PROCLAMATION: CHILD ABUSE PREVENTION MONTH**  
**APRIL 2018**

March 27, 2018

At the recommendation of Supervisor Rickert, and by motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation which designates April 2018 as "Child Abuse Prevention Month" in Shasta County. Child Abuse Prevention Council Executive Director Linda Ram was present to accept the proclamation.

**PROCLAMATION: SEXUAL ASSAULT AWARENESS MONTH**  
**APRIL 2018**

At the recommendation of Supervisor Moty, and by motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors adopted a proclamation that designates April 2018 as "Sexual Assault Awareness Month" in Shasta County. District Attorney Stephanie Bridgett was present to accept the proclamation.

One Safe Place representative Travis Heidi gave a brief update regarding upcoming local events relating to sexual assault awareness.

**PROCLAMATION: CRIME VICTIMS' RIGHTS WEEK**  
**APRIL 8-14, 2018**

At the recommendation of Supervisor Kehoe, and by motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation that designates April 8-14, 2018, as "Crime Victims' Rights Week" in Shasta County. District Attorney Stephanie Bridgett was present to accept the proclamation.

**PROCLAMATION: WELCOME HOME VIETNAM VETERANS DAY**  
**MARCH 30, 2018**

At the recommendation of Supervisor Morgan, and by motion made, seconded (Morgan/Moty), and unanimously carried, the Board of Supervisors adopted a proclamation which designates March 30, 2018, as "Welcome Home Vietnam Veterans Day" in Shasta County. Veteran Services Officer Celestina Traver gave a brief presentation on the meaning behind the proclamation.

Vietnam Veterans Chapter 357 representative Karrie Walter was present to accept the proclamation.

Ms. Traver reported on the Veterans Services department case load.

**PRESENTATIONS**

**PERTINENT ISSUES TO SHASTA COUNTY**  
**SENATOR TED GAINES**

Received a presentation from Senator Ted Gaines regarding issues that he is supporting. He spoke in regards to the projects he is currently working within the legislature. One of his

March 27, 2018

primary focuses is the sanctuary state status; he spoke about Senate bills that will benefit veterans and their services. He is working on water issues and taxes, and he spoke about his Police Dog Protection Act, regarding the killing or injuring of a police dog or horse.

In response to questions by Supervisor Moty, Senator Gaines gave the explanation that the definition of a “wobbler” is a crime that can be either a misdemeanor or felony. His bill proposes that killing or injuring a police animal be a felony.

In response to questions by Supervisor Rickert, Senator Gaines spoke on the resolution that he is working on regarding opioid use.

In response to questions by Supervisor Moty, Senator Gaines stated that he is working with several different representatives on water issues.

In response to questions by Supervisor Kehoe, Senator Gaines stated that the top issue in California is crime, and there is a need to make sure there is order. Another challenge is housing. He stated that another issue is state taxes which continue to go up. He is hoping to get a measure regarding this on the ballot.

In response to questions by Supervisor Baugh, Senator Gaines stated that he has historically been pushing for more prison capacity.

In response to questions by Supervisor Kehoe, Senator Gaines stated that he would like any concerns on specific pieces of legislation or particular issues to be relayed to him.

Senator Gaines gave a presentation recognizing the work of Dave Meurer as a hometown hero who represented the interests of the community and the County for more than 22 years. Dave Meurer was present to accept the recognition.

#### **PUBLIC COMMENT PERIOD - OPEN TIME**

William Gilbert spoke in regards to veterans and the Shasta County legal system.

Rick Simon spoke in regards to the new computer system in the Resource Management Department, which will improve permit process and tracking.

Russ Wade spoke in regards to the military-industrial complex.

Monique Welin spoke in regards to mental health in our community and the “Keep California Safe Act.”

March 27, 2018

**CONSENT CALENDAR**

Chairman Baugh announced a correction to the item regarding the placement of “STOP” signs on the curve street at Third Street, listed as District 3 not District 5.

By motion made, seconded (Kehoe/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 totaling \$2,200, as submitted. (Auditor-Controller)

Approved the minutes of the meeting held on March 20, 2018, as submitted. (Clerk of the Board)

Appointed Shawna Staup to the Shasta Community Services District Board of Directors to fill a vacancy to expire December 2020. (Clerk of the Board)

Approved and authorized the Chairman to sign amendments, effective date of signing, to four agreements with Underwood & Wetzel Law Offices P.C. to provide hearing officer legal services, extend the end date through June 30, 2019, add new standard agreement provisions, and retain the hourly rate of \$145 per hour and for the: Employee Appeals Board, amendment also adds a maximum compensation not to exceed \$10,000; Board of Building Appeals; Assessment Appeals Board; and legal services to the Board of Supervisors for Revenue and Taxation Code Section 3731 proceedings. (Clerk of the Board)

Adopted Resolution 2018-026 authorizing election consolidation of a local election, as provided by California Election Code sections 1400 *et seq.*, for local jurisdictions that have measures placed before the voters on June 5, 2018. (County Clerk/Registrar of Voters)

(See Resolution Book No. 60)

Reappointed Evan LeVang to the In-Home Supportive Services Advisory Committee for a three-year term to expire March 31, 2021. (Health and Human Services Agency-Adult Services)

Adopted Resolution No. 444 of Ordinance No. 413-1 for placement of “STOP” signs on Curve Street (9S020) at Third Street (9S011). Correction to this item, listed as District 3 not District 5. (Public Works)

(See Stop Sign Ordinance Book)

Took the following actions regarding the “Front Street (1H02A) Rehabilitation,” Contract No. 704009: Found the project categorically exempt in conformance with the California

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Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; approved plans and specifications and directed the Public Works Director to advertise for bids; and authorized opening of bids on or after April 19, 2018, at 11 a.m. (Public Works)

Awarded the lowest responsive and responsible bidder, World Telecom & Surveillance Inc., on a lump sum basis, the contract for the “HHS Access Control System Project,” Contract No. 610487, in the amount of \$116,864.95. (Public Works)

Took the following actions regarding the “Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project,” Contract No. 705927: Approved the plans and specifications and direct the Public Works Director to advertise for bids, contingent upon Caltrans authorizing release of construction programming; and authorized the opening of bids on or after May 3, 2018, at 11 a.m. (Public Works)

Took the following actions: Approved and authorized the purchase of six Dodge Charger Pursuits under Request for Bid (RFB) No. 18-17; and awarded the low bidder, Crown Motors of Redding, California, under RFB No. 18-17, the purchase of six Dodge Charger Pursuits for a total price of \$176,185.14 (including all taxes and fees). (Public Works/Sheriff)

Adopted Resolution No. 2018-027 authorizing the Department of Resource Management to submit a regional application as Regional Lead Participant on behalf of Shasta County and the Cities of Anderson and Shasta Lake (as participating jurisdictions) for CalRecycle’s Beverage Container Recycling City/County Payment Program (“CalRecycle Program”); appointed the Director of Resource Management, or his/her designee, as Signature Authority to execute CalRecycle Program related documents necessary to implement and secure payment and to revise the list of participating jurisdictions as necessary and with the agreement of the participating jurisdiction; and provided the resolution will be effective for five years from date of adoption. (Resource Management)

(See Resolution Book No.60)

Approved and authorized the Chairman to sign an agreement with Shasta-Tehama-Trinity Joint Community College District in the amount beginning at \$1,000 per year for joint use of the Shasta-Tehama-Trinity Joint Community College District Public Safety Center training facilities for a period of five years from date of last signing, with six optional five-year renewals. (County Service Area No. 1-County Fire)

## **REGULAR CALENDAR, CONTINUED**

### **GENERAL GOVERNMENT**

### **ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

March 27, 2018

**LEGISLATIVE UPDATE/SUPERVISORS' REPORTS**

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

Supervisor Morgan recently attended the Community Action Board meeting.

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

Supervisors reported on issues of countywide interest.

**ADMINISTRATIVE OFFICE**

**COUNTY EXECUTIVE REPORT ON PUBLIC SAFETY WORKSHOP**

County Executive Officer (CEO) Larry Lees presented an update in response to the Board's directions during a previous public workshop.

CEO Lees stated that after Captain Dave Kent and Sheriff Tom Bosenko contacted the state for approval to add approximately 60 jail beds, the state has informed Shasta County of the requirements and it is up to the County to determine how to finance the changes regarding the requirements. Captain Kent and Sheriff Bosenko are attempting to get a waiver from the State. CEO Lees recommended that after the courthouse bond is paid off, those funds be redistributed towards the cost of additional jail beds. With the return of the Justice Center to the County, remodeling would be much more efficient. CEO Lees recommended the Board wait until the end of May when the State will decide on the approval of funding for the new Courthouse. CEO Lees also described the current use of the basement in the jail and the potential of reconfiguring that space.

In response to questions by Supervisor Baugh, CEO Lees stated that the space in the existing Justice Center Department 1 and Department 2 is 9,700 square feet.

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CEO Lees stated that he was directed to review the existing operations for possible efficiencies. He went to California State Association of Counties (CSAC) and looked for an independent CSAC partner to help the county evaluate where the efficiencies could be found.

KPMG consultants Ian McPherson and William Zizic gave a presentation as potential CSAC partners. Mr. McPherson discussed the benefits of having a third party evaluate the County's options to improve efficiency.

In response to questions by Supervisor Baugh, Mr. Zizic stated that demand reduction strategies look at length of stay data. Mr. McPherson stated that their company doesn't make policies; they provide data to the Sheriff and Board of Supervisors so they can make informed decisions. Mr. Zizic stated that potential benefits of using a third party company include reduction of County spending, redirection of spending, and improved performance. Mr. McPherson stated that having someone that understands the fail factor brings a matter of balance. Third parties bring skills that will leave a legacy.

In response to questions by Supervisor Moty, Mr. McPherson stated that there are several options for better efficiency to optimize the use of resources.

In response to questions by Supervisor Moty, Mr. Zizic stated that he has worked with several different counties within California, and their company understands the unique circumstances they are dealing with. They have done work for Los Angeles County and Riverside County.

In response to questions by Supervisor Moty, Mr. Zizic stated that as examples of the work done in those counties, they were able to reinvest and divert 10% to 20% of the counties costs.

In response to questions by Supervisor Moty, Mr. Zizic stated that pre-booking programing needs to be county-specific and based on each county's unique circumstances.

In response to questions by Supervisor Rickert, Mr. Zizic stated that due to working with Riverside County, they are familiar with rural areas and unincorporated areas, and that treatment programs in jail are on the decline and are becoming more community-based.

In response to questions by Supervisor Baugh, Mr. Zizic stated that it was not his intent to imply that their company could create a growing revenue opportunity. He said that they were not at the meeting to provide solutions. The county should start first with what the questions are and then determine if it is necessary to get those answered internally or go to a third party.

In response to the Board's invitation Sheriff Tom Bosenko presented an update on public safety. Sheriff Bosenko spoke in regards to the process of having an objective third party coming in and performing an evaluation. He stated that the jail bed space is a capacity issue and he does

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believe that there may be some efficiency that can be gained. He will be having a Sheriff from another county come visit our jail to give a review our processes. He has checked with some other counties that have done third-party analysis and they have not always seen the return on their investment. The analysis will be performed by someone that is familiar with California because it is unique. Sheriff Bosenko stated that the majority of the jail population is there on felony violations or are awaiting trial. He also spoke about the different programs utilized by the Sheriff's Department and Probation, such as home electronic monitoring, day programs, and work release programs.

In response to questions from Supervisor Moty, Sheriff Bosenko stated that the third party he has contacted is a Sheriff from Santa Cruz County.

Kristen Schreder, Mayor of the City of Redding, spoke in support of hiring an outside party to evaluate the jail system.

Barry Tippin, Redding City Manager, expressed the importance of demonstrating transparency, efficiency, and effectiveness of financial expenditures. He spoke in support of hiring an outside party to evaluate the jail system.

John Greene spoke in support of increased jail beds and the potential for a tax increase to garner funds for jail needs.

Monique Welin spoke in support for increased action to improve the state of the community.

Sheriff Bosenko described the costs associated with a third party evaluation and expressed concerns.

In response to questions from Supervisor Morgan, Sheriff Bosenko stated that the Sheriff from Santa Cruz County would not charge a fee to Shasta County.

In response to questions from Supervisor Baugh, Sheriff Bosenko stated that the goal of utilizing the services of the Santa Cruz Sheriff is to identify options for increased efficiency. He confirmed that the intake and booking process would be part of the analysis.

In response to questions from Supervisor Baugh, CEO Lees explained that he is requesting approval to move forward with the immediate plan to add approximately 60 beds, with State approval.

In response to questions from Supervisor Kehoe, CEO Lees stated that the option for an initial addition of approximately 60 beds is very possible. He explained that the timeline for this could be from one year to 18 months unless the state grants a waiver.

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In response to questions from Supervisor Baugh, CEO Lees described the second step he proposed to pursue; which is additional jail beds through there design of courtrooms in Departments 1 & 2. He explained that once he has the contract and design prepared, they would then be brought before the Board.

By motion made, seconded (Moty, Morgan), and unanimously carried, the Board of Supervisors approved staff to pursue the option to establish additional 60 beds in the current jail facility; pursue the possibility of obtaining a waiver from the State regarding stated infrastructure requirements, and bring back the costs to the Board after the State's budget process is completed in May.

By motion made, seconded (Moty, Kehoe), and unanimously carried, the Board of Supervisors directed staff to delay the process of planning/designing construction for Justice Center Department 1 and 2 until confirmation is received from the State of approval of the new Courthouse.

By motion made, seconded (Moty, Kehoe), and unanimously carried, the Board of Supervisors directed staff to develop a request for proposals for independent review of the Shasta County jail system.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board provided additional direction to CEO Lees to research options to resolve the jail bed capacity issue including repurposing the basement space of the jail and Justice Center, Departments 1 and 2, repurposing the Juvenile Rehabilitation Facility, privatizing the jail, and exploring all possible tax revenues.

PROPERTY TAX EXCHANGE  
RESOLUTION NO. 2018-028

County Administrative Office Administrative Analyst Ayla Tucker presented a staff report in regards to the purposed Property Tax Exchange resolution.

County Executive Officer (CEO) Larry Lees stated that this resolution is a great example of how the County and the City are working together for the betterment of the entire community.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-028 establishing property tax exchange terms related to Annexation No. AN-1-04 and Campo Calle Area –Westridge Plan, as identified by the City of Redding, for the annexation of unincorporated territory to the City of Redding and detachment of that area from County Service Area # 1 – Fire Protection (CSA #1) and County Service Area # 15 – Street Lighting (CSA # 15); and authorizing the County Executive Officer to sign any documents pertaining to implementation of the resolution and act as the Board of Supervisors representative in the related tax exchange matter.(Administrative Office)

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(See Resolution Book No. 60)

**SCHEDULED HEARINGS**

**AUDITOR CONTROLLER**

**RESOLUTION NO. 2018-029**

**WASTEWATER RECLAMATION FACILITIES ASSESSMENT DISTRICT**

This was the time set aside to conduct a public hearing to consider enacting an ordinance which establishes or imposes new or increased fees for certain permits and other services provided by the County. Auditor-Controller Brian Muir presented a staff report and recommended approval. The Notice of Hearing and the Notice of Publication are on file with the Clerk of the Board.

In response to questions by Supervisor Moty, Mr. Muir explained that the property is located in Shasta Lake City.

In response to questions by Supervisor Kehoe, Mr. Muir stated the only down side would be if you're in the district. He explained there is no motivation to pay the debt if the County continues to subsidize this. The property has been noticed and the County does have a lien. The property value is less than what is currently owed in taxes. So his recommendation is to remove them from The Teeter Plan.

In response to questions by Supervisor Morgan, Mr. Muir stated that this is a City District and he is unaware of the boundaries. This action would only remove them from the Teeter Plan.

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 (Moty/Kehoe), and carried, (Supervisor Morgan voted no because he has wants to research this further) the Board of Supervisors adopted Resolution 2018-029 authorizing the removal of the Wastewater Reclamation Facilities Assessment District from Shasta County's Teeter Plan effective with the 2018/19 fiscal year. (Auditor Controller)

(See Resolution Book No. 60)

**CLOSED SESSION ANNOUNCEMENT**

March 27, 2018

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 Timothy Lenski vs. County of Shasta, pursuant to Government Code section 54956.9(d)(1).

- 1:10 p.m.: The Board of Supervisors recessed to Closed Session. Supervisor Moty was not present.
- 1:18 p.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with Supervisors Kehoe, Rickert, Morgan, and Baugh, 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.

Supervisor Moty was absent for Closed Session.

- 1:20 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:** April 10, 2018

**CATEGORY:** Consent - General Government-3.

**SUBJECT:**

Shasta County Consolidated Oversight Board Appointments

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Appoint Supervisor Morgan and Jeff Avery (public member) to the Shasta County Consolidated Oversight Board.

**SUMMARY**

N/A

**DISCUSSION**

Health and Safety Code section 34179 defines the single consolidated oversight board which will replace three oversight boards to the Successor Agencies of the former redevelopment agencies in Shasta County. The Shasta County Consolidated Oversight Board (SCCOB) has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distribution of property tax and other revenues pursuant to Health and Safety Code section 34188.

The SCCOB shall consist of seven members and is staffed by the Shasta County Auditor-Controller's Office. SCCOB members shall serve at the pleasure of the entity that appointed that member, and so there are no defined terms or term limits. There are no membership requirements. SCCOB members serve without compensation or reimbursement for expenses.

Pursuant to Health and Safety Code section 34179 (j)(1), one member may be appointed by the Board of Supervisors. Chairman Baugh has recommended that Supervisor Morgan be appointed to the SCCOB to fill this role.

Pursuant to Health and Safety Code section 34179 (j)(6), one member of the public may be appointed by the Board of Supervisors. A notice of vacancy was posted pursuant to Government Code section 54974. The affidavit of posting is on file with the Clerk of the Board. Jeff Avery has expressed interest in serving on the SCCOB.

**ALTERNATIVES**

The Board may choose not to make the appointment, may choose to consider another applicant, or may defer consideration to

a future date.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the recommendation. The Auditor-Controller supports the recommendation.

**FINANCING**

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018  
**CATEGORY:** Consent - General Government-4.

**SUBJECT:**

ADOPT A RESOLUTION TO AMEND THE SHASTA COUNTY CONFLICT OF INTEREST CODE AND DESIGNATED POSITIONS (EXHIBIT A), AND REPEAL RESOLUTION NO. 2015-130.

**DEPARTMENT:** County Counsel

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Matthew M. McOmber, Senior Deputy County Counsel (530) 225-5711

**STAFF REPORT APPROVED BY:** Matthew M. McOmber, Senior Deputy County Counsel

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Adopt a resolution which: (1) Repeals Resolution No. 2015-130; and (2) amends the Shasta County Conflict of Interest Code and Designated Positions.

**SUMMARY**

The proposed action updates the County's Conflict of Interest Code to add to the Shasta County Conflict of Interest Code positions that are making or participating in making decisions that may have material effect on any financial interest, or to delete positions that no longer exist so that the County's Conflict of Interest Code is in compliance with the Political Reform Act of 1974 (Gov. Code §§81000, et seq.).

**DISCUSSION**

Pursuant to the Political Reform Act of 1974 (Gov. Code, §§81000, et seq.), and the Shasta County Conflict of Interest Code, County employees and other individuals who occupy the positions listed in Exhibit "A" of the County's Conflict of Interest Code are required to file financial disclosure statements (the "Form 700"). The Political Reform Act of 1974 requires that the Shasta County Conflict of Interest Code list all positions which entail making or participation in the making of decisions that may have material effect on any financial interest. The Disclosure category assigned to each position, which prescribes the extent of the disclosure required, is based upon the duties and responsibilities of the position. As a general rule, the greater the authority vested in a particular position, the greater the scope of disclosure required.

The Shasta County Conflict of Interest Code was last updated and adopted by the Board of Supervisors on November 3, 2015 (Resolution No. 2015-130). In general, the Shasta County Conflict of Interest Code should be updated approximately every two years to ensure new positions or existing positions, are correct and current. The recommended action results in one position with Category I disclosures being added to the Conflict of Interest Code for each of the following County Departments: Auditor-Controller, Clerk of the Board, and Resource Management; two positions with Category I disclosures being added to the Conflict of Interest Code for the County's Assessor-Recorder Department; and three positions with the

Category I disclosures being added to the Conflict of Interest Code for the County's Department of Public Works. In addition, the Senior Supervising Real Property Appraiser and Senior Supervising Auditor Appraiser positions will be deleted from the Assessor-Recorder and the Administration/Community Education Division Manager and Waste Management Specialist positions will be deleted from the Department of Resource Management.

A "redlined" version of the Shasta County Conflict of Interest Code (Exhibit A) is attached to this Board report to show these deletions and the addition of positions and related disclosure categories.

**ALTERNATIVES**

In general, the County of Shasta's Conflict of Interest Code should be updated approximately every two years or as needed. However, the Board could revise the recommended resolution by adding or deleting positions, or could amend the disclosure categories assigned to the designated positions. The Board could also request that the matter be brought back at a subsequent meeting.

**OTHER AGENCY INVOLVEMENT**

All departments were provided the opportunity to request changes to the positions and designations contained in the Conflict of Interest Code. The County Administrative Office has reviewed the recommendation.

**FINANCING**

The adoption of the Shasta County Conflict of Interest Code has no direct financial impact on the County.

**ATTACHMENTS:**

Description	Upload Date	Description
Redline	4/5/2018	Redline
COI Resolution	3/30/2018	COI Resolution

## SHASTA COUNTY CONFLICT OF INTEREST CODE

### EXHIBIT “A” DESIGNATED POSITIONS (~~2013~~2018)

	<u>Disclosure Category<sup>1</sup></u>
<u>ACCOUNTANT-AUDITORS, CHIEF FISCAL OFFICERS, SENIOR STAFF ANALYSTS, STAFF SERVICES MANAGERS, CONSULTANTS, COMMISSIONS, BOARDS, &amp; GRAND JURY:</u>	
Accountant-Auditor I, II, III <sup>2</sup>	II
Chief Fiscal Officer <sup>3</sup>	I
Senior Staff Analyst <sup>4</sup>	I
Staff Services Manager <sup>5</sup>	I
Consultant <sup>6</sup>	I
Member, Airport Land Use Commission	I
Member, Assessment Appeals Board	I
Member, Grand Jury	III
Member, Inter-Mountain Fair Board	I
Member, Local Community Benefit Committee	I
Member, Community Action Board	I

<sup>1</sup> Disclosure Categories are described in Exhibit “B.”

<sup>2</sup> All persons occupying the position of Accountant-Auditor I, II, or III, regardless of the County Department where employed, are in Disclosure Category II.

<sup>3</sup> All persons occupying the position of Chief Fiscal Officer, regardless of the County Department where employed, are in Disclosure Category I.

<sup>4</sup> All persons occupying the position of Senior Staff Analyst, regardless of the County Department where employed, are in Disclosure Category I.

<sup>5</sup> All persons occupying the position of Staff Services Manager, regardless of the County Department where employed, are in Disclosure Category I.

<sup>6</sup> Consultants are, as a general rule, subject to Disclosure Category I. However, County Counsel may determine in writing that a particular Consultant is not required to fully comply with the disclosure requirement of Disclosure Category I. (See Exhibit “B,” Disclosure Category I.)

Disclosure CategoryAGRICULTURAL COMMISSIONER/WEIGHTS & MEASURES:

Agricultural Commissioner and Sealer of Weights and Measures	I
Deputy Agricultural Commissioner/Sealer of Weights and Measures	I
Agricultural and Standards Investigator I, II, III	I
Agricultural and Standards Program Assistant I, II	II
Agricultural and Standards Program Associate	II

ASSESSOR-RECORDER:

Assessor-Recorder	I
Deputy Assessor/Recorder-Administration	I
Deputy Assessor/Recorder-Valuation	I
<del>Senior Supervising Real Property Appraiser</del>	I
Senior Specialist Real Property Appraiser	I
Real Property Appraisers I, II, III	I
<del>Senior Supervising Auditor Appraiser</del>	I
Auditor Appraisers I, II, III	I
<u>Appraisal Manager – Real Property</u>	<u>I</u>
<u>Appraisal Manager – Audit</u>	<u>I</u>

AUDITOR-CONTROLLER:

Auditor-Controller	I
Assistant Auditor-Controller	I
Managing Accountant Auditor	I
Chief Deputy Auditor	I
<u>Supervising Accountant</u>	<u>I</u>

CHILD SUPPORT SERVICES:

Director of Child Support Services	I
Assistant Director of Child Support Services	I
Child Support Program Manager	I
Chief Child Support Attorney	I
Child Support Attorney I, II, III	I

Disclosure CategoryCOUNTY ADMINISTRATIVE OFFICE:

Administrative Analyst I, II, Senior, Principal	I
<del>Administrative Fiscal</del> County Chief <del>Financial Officer</del>	I

CLERK OF THE BOARD:

<del>Chief Deputy Clerk of the Board</del>	<del>I</del>
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COUNTY CLERK/REGISTRAR OF VOTERS:

County Clerk/Registrar of Voters	I
Assistant County Clerk/Registrar of Voters	I

COUNTY COUNSEL:

Assistant County Counsel	I
Senior Deputy County Counsel	I
Deputy County Counsel I, II, III	I

COUNTY FIRE:

Fire Warden	I
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DISTRICT ATTORNEY:

Chief Deputy District Attorney	I
Senior Deputy District Attorney	I
Deputy District Attorney I, II, III	I
Chief District Attorney's Investigator	I

HEALTH AND HUMAN SERVICES AGENCY:

Health and Human Services Agency Director	I
Health and Human Services Agency Deputy Director	I
Health and Human Services Agency Branch Director	I
Health and Human Services Agency Program Manager	I
Mental Health Business Office Supervisor	I
Chief of Psychiatry	II
Alcohol and Drug Program Administrator	II
Clinical Division Chief	II
Health Officer	I
Deputy Health Officer	I
Public Health Program and Policy Analyst	I
Public Health Program Manager	I
Program Manager I, II	II
Senior Staff Services Analyst	I
Staff Services Manager	I
Supervising Accountant	I

Disclosure CategoryHOUSING AUTHORITY/COMMUNITY ACTION AGENCY:

Director of Housing and Community Action Programs	I
Housing and Community Programs Specialist I, II	I
Housing Rehabilitation Specialist I, II	III
Housing Assistance Coordinator	I

INFORMATION TECHNOLOGY:

Chief Information Officer	I
Deputy Director of Information Technology	I
Information Technology Supervisor	II

PROBATION:

Chief Probation Officer	I
Assistant Chief Probation Officer	I
<del>Chief Fiscal Officer</del>	<del>I</del>
Probation Division Director	II

PUBLIC DEFENDER:

Public Defender	I
Assistant Public Defender	I
Senior Deputy Public Defender	I
Deputy Public Defender I, II, III	I
Chief Public Defender Investigator	I

PUBLIC WORKS:

Public Works Director	I
Deputy Public Works Director - Engineering	I
Supervising Engineer	II
County Real Property/Right-of-Way Agent	I
Chief Public Works Planner	I
Senior Planner	I
Facilities Manager	I
<del>Public Works Director – Administration</del>	<del>I</del>
<del>Operations Superintendent</del>	<del>I</del>
<del>Maintenance Supervisor</del>	<del>I</del>

Disclosure CategoryRESOURCE MANAGEMENT:

Director of Resource Management	I
Assistant Director of Resource Management	I
<del>Administration/Community Education Division Manager</del>	<del>I</del>
Environmental Health Division Manager	I
Senior Environmental Health Specialist	I
Environmental Health Specialist	I
Environmental Health Specialist Trainee	I
<del>Waste Management Specialist</del>	<del>I</del>
Community Education Specialist I, II	I
Air Quality District Manager	I
Senior Air Pollution Inspector	I
Air Pollution Inspector I, II	I
Associate Planner	I
Assistant Planner	I
Senior Planner	I
Building Division Manager	I
Building Inspector I, II, III	I
<del>Deputy Director of Resource Management – Administration</del>	<del>I</del>

SHERIFF/CORONER:

Sheriff-Coroner (Emergency Services Director)	I
Undersheriff	I
Captain	II
Lieutenant	II
Sheriff's Program Manager	II
Correctional Plant Manager	II

SUPPORT SERVICES:

Director of Support Services	I
Assistant Director of Support Services	I
Personnel Analyst I, II, III	II
Risk Management Analyst I, II, III	II
Workers' Compensation Analyst I, II, III	I
Workers' Compensation Adjuster I/II-Confidential	I
Agency Staff Services Analyst I/II-Confidential	I
Fleet Management Supervisor	I

TREASURER/TAX COLLECTOR/PUBLIC ADMINISTRATOR:

Deputy Public Administrator	I
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VETERANS SERVICES:

Veteran's Service Officer	I
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**NOTE:**

**The following positions are not designated by the County of Shasta Conflict of Interest Code because they are subject to Article 2, Chapter 7, Title 9 (commencing with Section 87200) of the Government Code and file Statements of Economic Interests with the Shasta County Clerk.**

Member of the Board of Supervisors  
County Executive Officer  
County Counsel  
District Attorney  
Planning Commissioner  
Treasurer-Tax Collector/Public Administrator  
Deputy Treasurer-Tax Collector-Treasurer/Public Administrator  
Deputy Treasurer-Tax Collector/Collections

**RESOLUTION NO. 2018 - \_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA ADOPTING THE SHASTA COUNTY CONFLICT OF  
INTEREST CODE AND DESIGNATED POSITIONS (EXHIBIT A), AND REPEALING  
RESOLUTION NO. 2015-130**

**WHEREAS**, pursuant to the Political Reform Act of 1974, as amended (Gov. Code, §§81000, *et seq.*), the County of Shasta is required to adopt and promulgate a conflict of interest code; and

**WHEREAS**, Shasta County has incorporated by reference the provisions of Title 2, California Code of Regulations, section 18730 as its Conflict of Interest Code; and

**WHEREAS**, the Shasta County Conflict of Interest Code includes a list of positions entitled: “EXHIBIT ‘A’ DESIGNATED POSITIONS;” and

**WHEREAS**, from time to time the list of designated positions requires amendment so as to update the titles of positions, add new positions which should be required to file disclosure statements, reevaluate the disclosure categories of various positions, and delete those positions or titles no longer in use; and

**WHEREAS**, the categories of disclosure in “EXHIBIT A: DESIGNATED POSITIONS” was amended by Resolution 2015-130 on November 3, 2015; and

**WHEREAS**, the Shasta County Conflict of Interest Code provides for three categories of disclosure in “EXHIBIT ‘B’ DISCLOSURE CATEGORIES.”

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby incorporates by reference the provisions of Title 2, California Code of Regulations, section 18730, as its Conflict of Interest Code.

Resolution No. 2018-\_\_\_\_\_  
Page 2

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby adopts “EXHIBIT ‘A’ DESIGNATED POSITIONS” of the Shasta County Conflict of Interest Code, as amended, to reflect appropriate changes, which are attached and incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby adopts “EXHIBIT ‘B’ DISCLOSURE CATEGORIES,” without change, which is attached and incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby repeals Resolution No. 2015-130.

**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 County  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

## SHASTA COUNTY CONFLICT OF INTEREST CODE

### EXHIBIT “A” DESIGNATED POSITIONS (2018)

Disclosure Category<sup>1</sup>

ACCOUNTANT-AUDITORS, CHIEF FISCAL OFFICERS,  
SENIOR STAFF ANALYSTS, STAFF SERVICES MANAGERS,  
CONSULTANTS, COMMISSIONS, BOARDS, & GRAND JURY:

Accountant-Auditor I, II, III <sup>2</sup>	II
Chief Fiscal Officer <sup>3</sup>	I
Senior Staff Analyst <sup>4</sup>	I
Staff Services Manager <sup>5</sup>	I
Consultant <sup>6</sup>	I
Member, Airport Land Use Commission	I
Member, Assessment Appeals Board	I
Member, Grand Jury	III
Member, Inter-Mountain Fair Board	I
Member, Local Community Benefit Committee	I
Member, Community Action Board	I

AGRICULTURAL COMMISSIONER/WEIGHTS & MEASURES:

Agricultural Commissioner and Sealer of Weights and Measures	I
Deputy Agricultural Commissioner/Sealer of Weights and Measures	I

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<sup>1</sup> Disclosure Categories are described in Exhibit “B.”

<sup>2</sup> All persons occupying the position of Accountant-Auditor I, II, or III, regardless of the County Department where employed, are in Disclosure Category II.

<sup>3</sup> All persons occupying the position of Chief Fiscal Officer, regardless of the County Department where employed, are in Disclosure Category I.

<sup>4</sup> All persons occupying the position of Senior Staff Analyst, regardless of the County Department where employed, are in Disclosure Category I.

<sup>5</sup> All persons occupying the position of Staff Services Manager, regardless of the County Department where employed, are in Disclosure Category I.

<sup>6</sup> Consultants are, as a general rule, subject to Disclosure Category I. However, County Counsel may determine in writing that a particular Consultant is not required to fully comply with the disclosure requirement of Disclosure Category I. (See Exhibit “B,” Disclosure Category I.)

Disclosure Category

Agricultural and Standards Investigator I, II, III	I
Agricultural and Standards Program Assistant I, II	II
Agricultural and Standards Program Associate	II

ASSESSOR-RECORDER:

Assessor-Recorder	I
Deputy Assessor/Recorder-Administration	I
Deputy Assessor/Recorder-Valuation	II
Senior Specialist Real Property Appraiser	I
Real Property Appraisers I, II, III	II
Auditor Appraisers I, II, III	I
Appraisal Manager – Real Property	I
Appraisal Manager – Audit	I

AUDITOR-CONTROLLER:

Auditor-Controller	I
Assistant Auditor-Controller	I
Managing Accountant Auditor	I
Chief Deputy Auditor	I
Supervising Accountant	I

CHILD SUPPORT SERVICES:

Director of Child Support Services	I
Assistant Director of Child Support Services	I
Child Support Program Manager	I
Chief Child Support Attorney	I
Child Support Attorney I, II, III	I

COUNTY ADMINISTRATIVE OFFICE:

Administrative Analyst I, II, Senior, Principal	I
County Chief Financial Officer	I

CLERK OF THE BOARD:

Chief Deputy Clerk of the Board	I
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COUNTY CLERK/REGISTRAR OF VOTERS:

County Clerk/Registrar of Voters	I
Assistant County Clerk/Registrar of Voters	I

Disclosure Category

COUNTY COUNSEL:

Assistant County Counsel	I
Senior Deputy County Counsel	I
Deputy County Counsel I, II, III	I

COUNTY FIRE:

Fire Warden	I
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DISTRICT ATTORNEY:

Chief Deputy District Attorney	I
Senior Deputy District Attorney	I
Deputy District Attorney I, II, III	I
Chief District Attorney's Investigator	I

HEALTH AND HUMAN SERVICES AGENCY:

Health and Human Services Agency Director	I
Health and Human Services Agency Deputy Director	I
Health and Human Services Agency Branch Director	I
Health and Human Services Agency Program Manager	I
Mental Health Business Office Supervisor	I
Chief of Psychiatry	II
Alcohol and Drug Program Administrator	II
Clinical Division Chief	II
Health Officer	I
Deputy Health Officer	I
Public Health Program and Policy Analyst	I
Public Health Program Manager	I
Program Manager I, II	II
Senior Staff Services Analyst	I
Staff Services Manager	I
Supervising Accountant	I

HOUSING AUTHORITY/COMMUNITY ACTION AGENCY:

Director of Housing and Community Action Programs	I
Housing and Community Programs Specialist I, II	I
Housing Rehabilitation Specialist I, II	III
Housing Assistance Coordinator	I

Disclosure Category

INFORMATION TECHNOLOGY:

Chief Information Officer	I
Deputy Director of Information Technology	I
Information Technology Supervisor	II

PROBATION:

Chief Probation Officer	I
Assistant Chief Probation Officer	I
Probation Division Director	II

PUBLIC DEFENDER:

Public Defender	I
Assistant Public Defender	I
Senior Deputy Public Defender	I
Deputy Public Defender I, II, III	I
Chief Public Defender Investigator	I

PUBLIC WORKS:

Public Works Director	I
Deputy Public Works Director - Engineering	I
Supervising Engineer	II
County Real Property/Right-of-Way Agent	I
Chief Public Works Planner	I
Senior Planner	I
Facilities Manager	I
Public Works Director – Administration	I
Operations Superintendent	I
Maintenance Supervisor	I

Disclosure Category

RESOURCE MANAGEMENT:

Director of Resource Management	I
Assistant Director of Resource Management	I
Environmental Health Division Manager	I
Senior Environmental Health Specialist	I
Environmental Health Specialist	I
Environmental Health Specialist Trainee	I
Community Education Specialist I, II	I
Air Quality District Manager	I
Senior Air Pollution Inspector	I
Air Pollution Inspector I, II	I
Associate Planner	I
Assistant Planner	I
Senior Planner	I
Building Division Manager	I
Building Inspector I, II, III	I
Deputy Director of Resource Management – Administration	I

SHERIFF-CORONER:

Sheriff-Coroner (Emergency Services Director)	I
Undersheriff	I
Captain	II
Lieutenant	II
Sheriff's Program Manager	II
Correctional Plant Manager	II

SUPPORT SERVICES:

Director of Support Services	I
Assistant Director of Support Services	I
Personnel Analyst I, II, III	II
Risk Management Analyst I, II, III	II
Workers' Compensation Analyst I, II, III	I
Workers' Compensation Adjuster I/II-Confidential	I
Agency Staff Services Analyst I/II-Confidential	I
Fleet Management Supervisor	I

TREASURER-TAX COLLECTOR/PUBLIC ADMINISTRATOR:

Deputy Public Administrator	I
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Disclosure Category

VETERANS SERVICES:

Veteran's Service Officer

I

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**NOTE:**

**The following positions are not designated by the County of Shasta Conflict of Interest Code because they are subject to Article 2, Chapter 7, Title 9 (commencing with Section 87200) of the Government Code and file Statements of Economic Interests with the Shasta County Clerk.**

Member of the Board of Supervisors

County Executive Officer

County Counsel

District Attorney

Planning Commissioner

Treasurer-Tax Collector/Public Administrator

Deputy Treasurer-Tax Collector-Treasurer/Public Administrator

Deputy Treasurer-Tax Collector/Collections

SHASTA COUNTY CONFLICT OF INTEREST CODE

EXHIBIT "B"  
DISCLOSURE CATEGORIES  
(2018)

- I. A person in a Disclosure Category I designated position shall complete all schedules of FPPC Form 700 as may be applicable to that person.

Consultants shall disclose pursuant to this disclosure category subject to the following limitation:

The county counsel may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of this Disclosure Category I. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The county counsel's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

- II. A Person in a Disclosure Category II designated position shall report any reportable interests in the following:

- (a) Investments;
- (b) Personal Income;
- (c) Income from a business entity, including income from a sole proprietorship;
- (d) Management positions.

The above sources of income and management positions are reportable if the source of income or activity of a business entity from which income is received or in which a management position is held, is located in Shasta County or is doing business or is planning to do business in Shasta County within two years prior to the end of the last calendar year.

- III. A person in a Disclosure Category III designated position shall report any reportable interests in the following:

- (a) Interest in real property;
- (b) Investments and business positions held in business entities which have done business with the county government in the previous two years;
- (c) Income from business entities which have done business with the county government in the previous two years; and
- (d) Income from individuals who are county employees.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Health and Human Services-5.

**SUBJECT:**

Second Amendment to Agreement with California Locums P.C. for Psychiatric Services.

**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 February 23, 2018, to the agreement with California Locums P.C. to provide locum tenens psychiatrists and nurse practitioners which increases maximum compensation by \$561,000, from \$876,000 to \$1,437,000, during the entire term of the agreement and extends the end date of the agreement from February 22, 2018 to June 30, 2019.

**SUMMARY**

The proposed amendment will increase maximum compensation and extend the term of the agreement, allowing Shasta County to continue to access temporary nurse practitioners, as well as psychiatrists, through California Locums P.C. as needed during periods of staffing shortages.

**DISCUSSION**

The agreement with California Locums P.C. allows the Contractor to continue to present psychiatrists and nurse practitioners, should the need arise. Currently two doctors are utilized through this Contractor. The Health and Human Services Agency continues to actively recruit for an additional full-time psychiatrist.

Without adequate psychiatric resources, Shasta County is less able to address the most devastating symptoms of serious mental illness that require prescription medication(s). Locum tenens placement agencies provide valuable psychiatric resources that have allowed Shasta County to provide treatment to those adults and children most in need of these services. The amendment is retroactive due to rate negotiations which ultimately resulted in no rate change.

**ALTERNATIVES**

The Board could choose not to approve the amendment or direct staff to negotiate changes to the amendment.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the amendment as to form. Risk Management previously approved the original agreement. There is no change to liability or insurance provisions, or the scope of work in this amendment. This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The amendment increases the maximum compensation of the agreement by \$561,000 through FY 2018-19. The cost for this agreement is included in the Mental Health FY 2017-18 (BU410) Adopted Budget and is included in the Requested Budget for FY 2018-19 (BU410). Costs are incurred only when a psychiatrist or nurse practitioner is assigned from California Locums P.C. and they provide services for Shasta County. These services are largely funded through third-party reimbursements that include a County match from Realignment. There is no additional General Fund impact with approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
A02.Agr.CA Locums PC.Signed	3/28/2018	A02.Agr.CA Locums PC.Signed

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA  
AND  
CALIFORNIA LOCUMS P.C.**

This Second Amendment is entered into between the County of Shasta, through its Health and Human Services Agency ("County"), a political subdivision of the State of California, and California Locums Professional Corporation, a California corporation ("Contractor").

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on and effective February 23, 2016, for the provision of locum tenens psychiatric services; and

WHEREAS, the original agreement was amended on and effective September 13, 2016 to expand the scope of resources available to include nurse practitioners, and their corresponding service rates; and

WHEREAS, County and Contractor desire to further amend the agreement to (1) increase the maximum amount payable under this agreement during the term of the agreement, and (2) extend the term of the agreement.

NOW, THEREFORE, the agreement is amended as follows:

- I. **Section 3. COMPENSATION**, of the agreement is amended as of the Effective Date of this Second Amendment, in its entirety, to read as follows:
  - A. County shall compensate Contractor for services rendered in accordance with the rates and terms prescribed in **EXHIBIT A-1**, attached and incorporated herein. The total compensation payable to Contractor under this agreement, shall not exceed \$1,437,000 during the term of this agreement.
  - B. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- II. **Section 5. TERM OF AGREEMENT**, is amended as of the Effective Date of this Second Amendment, in its entirety to read as follows:

The term of this agreement shall commence as of February 23, 2016 and shall be in effect until June 30, 2019. 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.

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 Contractor.

V. **EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective as of February 23, 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**

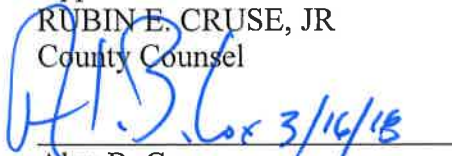
Date \_\_\_\_\_

\_\_\_\_\_  
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


  
\_\_\_\_\_  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By:  03/16/18  
\_\_\_\_\_  
James Johnson  
Risk Management Analyst

**CONTRACTOR**

Date 3/22/18

By:   
\_\_\_\_\_  
Kevin Thill  
Manager

Date 3/22/18

By:   
\_\_\_\_\_  
Doug Kline  
Chief Fiscal Officer

Tax I.D.#: On File

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Health and Human Services-6.

**SUBJECT:**

Agreement with City of Redding Police Department for Investigation of Crimes Against Elder/Dependent Adults.

**DEPARTMENT:** Health and Human Services Agency-Adult Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Dean True, Branch Director (530) 225-5900

**STAFF REPORT APPROVED BY:** Dean True, Branch Director (530) 225-5900

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a renewal agreement with the City of Redding, through its Police Department, in an amount not to exceed \$301,638 to provide investigative services for crimes against elder and dependent adults for the period July 1, 2018 through June 30, 2021.

**SUMMARY**

This agreement continues the relationship between the City of Redding Police Department (RPD) and the Health and Human Services Agency, Adult Services Branch, Adult Protective Services (APS), to jointly investigate and prosecute elder and dependent adult crimes and abuse.

**DISCUSSION**

Through this agreement, RPD will continue to provide a half-time sworn police officer dedicated to assisting APS in the investigation of elder and dependent adult crimes and abuse within the city limits of Redding. Having dedicated law enforcement officers with specialized knowledge/understanding of the challenges facing the elder and dependent adult populations and the crimes that are committed against them has proven to be of great value in holding perpetrators accountable.

Activities supported by this agreement target crimes such as abuse and financial fraud and include coordination with APS and other community partners in investigating, referring and presenting cases to the District Attorney with sufficient evidence for prosecution. Further, the agreement supports RPD participation in staff and community trainings about identification and prevention of dependent adult and elder abuse identification and prevention.

During 2017, RPD received reports of over 100 incidents of crimes against elder and dependent adults including financial fraud, neglect/physical abuse, sexual assault, theft/robbery, and death. The assigned investigator received 31 referrals from APS for investigation. Of these, 24 were investigated for possible criminal charges, with 8 being referred to the District

Attorney for prosecution.

**ALTERNATIVES**

The Board could choose not to approve the agreement or direct the department to renegotiate some or all terms of the agreement.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

This agreement pays for the actual cost of one half of the salary and benefits of a full-time sworn police officer. Funding for APS is provided by a combination of 2011 realignment (70 percent) and County General Fund (30 percent). The appropriations will be included in the FY 2018-19 Social Services (BU 501) Requested Budget and will be included in future year budget submittals. There is no additional General Fund impact with approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	3/30/2018	Agreement

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

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 the City of Redding, a municipal corporation, through its Police Department ("City"), (collectively, the "Parties" and individually a "Party"), for the provision of dependent adult and elder crimes and abuse investigative services.

**Section 1. RESPONSIBILITIES OF CITY.**

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

1. Provide to the Adult Protective Services Division ("APS") of County, dependent adult and elder crimes and abuse investigative services by a sworn police officer ("Investigator") for at least 20 hours per week.
2. Provide an Investigator, pursuant to Section 1.A. of this agreement, who is trained in and knowledgeable of dependent adult and elder crimes and abuse investigations prior to assignment to County.
3. Supervise the Investigator.
4. Coordinate dependent adult and elder crimes and abuse case assignments with the Adult Services Program Manager and APS Social Worker Supervisor in order to ensure the most effective result, with input from the following agencies:
  - a. Shasta County Health and Human Services Agency ("HHSA"), Adult Services Branch,
  - b. Shasta County Sheriff's Office, and
  - c. Shasta County District Attorney's Office ("DA").
5. Coordinate the Investigator's field responses, interviews, and investigative activities with APS staff in order to ensure efficiency.
6. The assigned Investigator will accompany, upon request by the Adult Services Program Manager, APS Supervisor or APS Social Worker, on emergency responses by APS involving possible dependent adult and elder crimes and abuse activities. Emergency responses include, but are not limited to, home visits and interviews with alleged victims and abusers.
7. The assigned Investigator will accompany APS staff, through the Crime Prevention Unit, at the request of the Adult Services Program Manager, when presenting community education training regarding dependent adult and elder crimes and abuse awareness.
8. Cooperate with APS in the referral of cases to the DA for the prosecution of criminal charges related to dependent adult and elder crimes and abuse.
9. Assign staff to attend court proceedings and testify as witnesses when requested by APS or the DA.

10. At times of critical need as determined by City, maintain ability to temporarily call away the Investigator from his/her assignment as prescribed in this agreement.
  11. Submit a quarterly progress report summarizing all Investigator activities performed pursuant to this agreement and accounting for all time spent in the course of such activities. The report shall also list: the number of open investigations being conducted by the Investigator; the number of investigations forwarded by the Investigator to the Shasta County District Attorney's Office; the number of investigations referred to the D.A. by the Investigator currently being prosecuted; and, the current status of any such prosecutions. The report shall be submitted to HHSA Adult Services Program Manager by the 15<sup>th</sup> day of the first month of each calendar quarter (July, October, January, and April). The first quarterly progress report shall be due by October 15<sup>th</sup>, 2018. The final quarterly progress report shall be due by July 15<sup>th</sup> 2021. For the purpose of effectuating the submission of all quarterly progress reports required pursuant to this paragraph, this provision shall survive the termination, expiration, or cancellation of this Agreement.
  12. When there is no critical need and all APS duties as prescribed in this agreement have been accomplished as determined by County, the Investigator may devote any remaining time to community education about dependent adult and elder crimes and abuse as directed by County.
  13. Investigator shall participate:
    - a. In the APS team weekly meetings.
    - b. In the monthly Adult Services Multi-Disciplinary Team meetings, to discuss specific cases of interest as directed by County.
    - c. As directed by his/her supervisor, in training about dependent adult and elder crimes and abuse offered by APS and/or RPD.
- B.** As required by Government Code section 7550, each document or report prepared by City for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of this agreement and all subcontracts under this agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. City shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, City shall add: "This [document or report] is one of [number] produced under this agreement."
- C.** City shall acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A.** Provide trained and knowledgeable social workers to coordinate investigative efforts in cases of alleged dependent adult and elder crimes and abuse reported to APS.
- B.** Provide training on dependent adult and elder crimes and abuse to City staff who provide services as prescribed in this agreement, as agreed upon by both Parties or, if Parties are unable to agree, as determined by the County.
- C.** Cooperate with City in the collection of data and evidence in cases that involve suspected dependent adult and elder crimes and abuse.
- D.** Assist the Investigator in preparing and referring cases of alleged dependent adult and elder crimes and abuse to the DA for prosecution.
- E.** Cooperate fully with City in the investigation and prosecution of cases determined to meet the legal criteria for dependent adult and elder crimes and abuse prosecution.
- F.** Compensate City as prescribed in Sections 3 and 4 of this agreement.
- G.** Monitor City's performance to assure compliance with the terms, conditions and specifications of the agreement.

**Section 3. COMPENSATION.**

- A.** In accordance with the budget (the "Budget") as prescribed in **Attachment A** of this agreement, attached hereto and incorporated by this reference, County shall pay to City a maximum of \$301,638 for all reasonable and necessary costs in accordance with Circulars No. A-21, No. A-87, and No. A-122 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB"), for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$301,638.
- B.** City's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

**Section 4. BILLING AND PAYMENT.**

- A.** City shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th of each month, following the month of services rendered the preceding month, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of business of the City, accompanied by an Expenditure Report, **Exhibit B**, attached and incorporated herein, along with supporting documentation. County shall make payment within 30 days of receipt of City's correct and approved statement or invoice.
- B.** Compensation under this agreement shall be reduced by Applicable City Revenues. The term "Applicable City Revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to City's compensation under this agreement (such

as, but not limited to: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds and adjustments of overpayment, or other erroneous charges). To the extent that Applicable City Revenues, accruing or received by City relate to allowable costs, they shall be credited to County either as a reduction in compensation, a cost reduction, or a cash refund, as appropriate.

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

**Section 5. TERM OF AGREEMENT.**

The term of this agreement shall begin July 1, 2018 and shall end June 30, 2021. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future 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 terminate as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify City in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If City materially fails to perform City's responsibilities under this agreement to the satisfaction of County, or if City fails to fulfill in a timely and professional manner City's responsibilities under this agreement, or if City violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to City. If termination for cause is given by County to City and it is later determined by County that City was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. Either Party may terminate this agreement without cause on 30 days' written notice.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of County or City, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond County's or City's control.

- E. County's right to terminate this agreement may be exercised by the County's Executive Officer, the HHSA Director, or any HHSA Branch Director designated by the HHSA Director.
- F. Should this agreement be terminated, City shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by City pursuant to this agreement.
- G. If this agreement is terminated, City shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS/EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. City shall be entitled to no other benefits other than those specified herein. City specifically acknowledges that in entering into and executing this agreement, City relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between City and the HHSA Director or 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 attachments, exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of City, City 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 CITY.**

City shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which City performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by City shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent,

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

**Section 10. INDEMNIFICATION.**

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

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

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

- A. If any claim for damages is filed with City or if any lawsuit is instituted concerning City's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, City shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This

provision shall survive the termination, expiration, or cancellation of this agreement.

- B. City recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C. 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. City 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 services to be provided pursuant to this agreement.
- B. City shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. City shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- D. City 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.
- E. City represents that City is in compliance with, and agrees that City shall continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*), the Fair Employment and Housing Act (Gov. Code, §12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- F. No funds or compensation received by City under this agreement shall be used by City for sectarian worship, instruction, or proselytization. No funds or compensation received by City under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- G. In addition to any other provisions of this agreement, City shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of City noncompliance with the provisions of this section.

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

- A. City hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title

II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.

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

**Section 15. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of City that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of City or County. Except where longer retention is required by federal or state law, City shall maintain all records for five years after County makes final payment

hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. City 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. City 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 work 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. City agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. City agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. City agrees that County may withhold any money due and recover through any appropriate method and money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to City.

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

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

**Section 17. LICENSES AND PERMITS.**

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

**Section 18. PERFORMANCE STANDARDS.**

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

**Section 19. CONFLICTS OF INTEREST.**

City and City's officers and employees and agents shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 20. NOTICES.**

- A. Except as provided in Section 6.C and 6.D of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such 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 paid, two days after the date of mailing.

If to County:                      Director  
   HHSA Adult Services Branch  
   Attn: Contracts  
   2640 Breslauer Way  
   Redding, CA 96001  
   Phone: 530-225-5900  
   Fax: 530-225-5977

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

- B. Any oral notice authorized by this agreement shall be given to the person specified in Section 20.A and shall be deemed 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 21. AGREEMENT PREPARATION.**

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

**Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.**

City shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of City to disclose financial interests and to recuse from influencing any County decision which may affect City's financial interests. If required by the County's Conflict of Interest Code, City shall comply with the ethics training requirements of Government Code sections 53234 *et seq.*

**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 TO SETOFF.**

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

**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 CLIENT INFORMATION.**

City shall comply with, and require all of City's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 27. 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, City shall retain all of City's rights in City's own proprietary information, including, without limitation, City's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by City prior to, or acquired by City during the performance of this agreement and City shall not be restricted in any way with respect thereto.

**Section 28. USE OF COUNTY PROPERTY.**

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

**/SIGNATURE PAGE FOLLOWS/**

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

**COUNTY OF SHASTA**

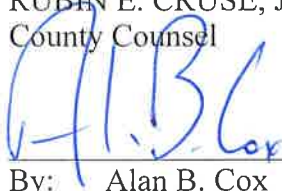
Date: \_\_\_\_\_

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

ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Deputy

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

 3/23/18  
By: Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

 03/26/18  
By: Jim Johnson  
Risk Management Analyst

**CITY OF REDDING**

Date: \_\_\_\_\_

By: Barry Tipping, City Manager  
City of Redding

Approved as to form:

By: Barry DeWalt  
City Attorney

# CITY OF REDDING POLICE DEPARTMENT BUDGET

Shasta County Health & Human Services Agency  
1810 Market Street  
Redding, CA 96001

Redding Police Department  
777 Cypress Avenue  
Redding CA 96001

## Multi-Year Service Budget

Budget Category		Budget Period		Budget Period		Budget Period		Total Budgeted Costs
		7/1/18 – 6/30/19		7/1/19 – 6/30/20		7/1/20 – 6/30/21		
Personnel/Position	FTE							
Investigator (1040 hrs @ \$51.70/hr)	.5	53,768						53,768
Investigator (1040 hrs @ \$51.70/hr)	.5			53,768				53,768
Investigator (1040 hrs @ \$51.70/hr)	.5					53,768		53,768
								0.00
								0.00
Fringe Benefits	87%+-	46,778		46,778		46,778		140,334
Total Salary and Benefits		100,546		100,546		100,546		301,638
Operating Expenses								
Office Expenses/Supplies								0.00
Equipment								0.00
Rents/Leases								0.00
Utilities/Communications								0.00
Travel								0.00
(OTHER - Please Specify)								0.00
(OTHER - Please Specify)								0.00
(OTHER - Please Specify)								0.00
(OTHER - Please Specify)								0.00
(OTHER - Please Specify)								0.00
Total Operating Expenses		0.00		0.00		0.00		0.00
Other Expenses								
Fixed Assets								0.00
(OTHER - Please Specify)								0.00
(OTHER - Please Specify)								0.00
Total Other Expenses		0.00		0.00		0.00		0.00
Total Expenses		100,546		100,546		100,546		301,638
Administrative Cost		0.00		0.00				0.00
(Not to exceed 10% of salaries)								
Totals		\$100,546		\$100,546		\$100,546		\$301,638

## EXPENDITURE REPORT

City of Redding Police Department  
 777 Cypress Avenue  
 Redding, CA 96001

Check for final Report ☐

Date of Report

Term of Contract:

Period of Report

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

Invoice Total

\$ ,---.---

Prepared by: (type name here)

Date

Telephone #

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Health and Human Services-7.

**SUBJECT:**

Renewal agreement with Charis Youth Center

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a renewal agreement with Charis Youth Center in an amount not to exceed \$300,000 to provide mental health services to eligible children for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

**SUMMARY**

This proposed renewal agreement allows Charis Youth Center (Charis) to continue to provide medically necessary mental health treatment for Shasta County youth who are placed out of county in residential facilities designed to address their care and supervision as well as mental health needs.

**DISCUSSION**

Currently there is one youth placed in the Charis Group Home that is anticipated to continue receiving services in the next fiscal year. This organization offers a variety of mental health treatment and residential program services to Shasta County referred dependents, Shasta County adoptees, and other Shasta County Medi-Cal beneficiaries. The proposed agreement will allow continued services for the youth currently receiving services, and for additional Shasta County youth and their families considered appropriate for these services in the future.

Youth who are Medi-Cal beneficiaries including those placed in out-of-home care by either Health and Human Services Agency (HHSA), Probation, or through the Adoption Assistance Program become eligible for Medi-Cal. Medically necessary Medi-Cal mental health services for eligible children are an entitlement. HHSA as part of its Managed Care Plan is responsible for determining medical necessity, authorizing, and paying for specialty mental health services.

The services provided by Charis include mental health services designed to reduce serious behaviors and symptoms resulting from a mental illness. The goals of these services are to stabilize and reduce serious behaviors and symptoms to allow the youth to live in the least restrictive level of care, such as a resource home or with a family member when appropriate while reducing the need for more intrusive services such as psychiatric hospitalization. Charis has provided quality services for Shasta County youth. Progress for each individual is evaluated through quarterly reports on the frequency of identified behaviors and progress towards treatment goals.

**ALTERNATIVES**

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

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The maximum amount of the agreement with Charis Youth Center is \$300,000 during the entire term of the agreement. The maximum compensation of this agreement was determined based on historical utilization of the provider. These costs are included in the requested FY 2018-19 Mental Health budget. The agreement is fee-for-service and costs will only be incurred when a Shasta County youth is receiving mental health services from Charis that have been authorized by Shasta County. This agreement is funded with federal funds (approximately 50 percent) and a county match which is met through a combination of 1991 and 2011 realignment revenue. Residential costs are not included in this agreement, and are supported through the Social Services foster care payment system. There is no additional County General Fund impact with the approval of this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Charis Youth Center Renewal Agreement	3/22/2018	Charis Youth Center Renewal Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND  
CHARIS YOUTH CENTER**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California, (County) and Charis Youth Center, a California Corporation (Consultant) (collectively, the "Parties" and individually a "Party") for the provision of youth mental health services.

**Section 1.     RESPONSIBILITIES OF CONSULTANT.**

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

- A. Provide specialty mental health treatment services as prescribed in EXHIBITS A, SERVICES and B, PAYMENTS, both attached and incorporated herein. For all services, Consultant shall comply with applicable provisions of the State of California approved Shasta County Managed Care Mental Health Plan and any subsequent updates and the State of California TBS Coordination of Care Best Practices Manual (released July 2010) and TBS Documentation Manual (released October 2009, version 2.0) and any subsequent updates. For the purposes of this agreement, the "Shasta County Managed Care Mental Health Plan" is the contract between the State of California Department of Health Care Services and the County to provide mental health managed care services to California Medi-Cal beneficiaries. The Shasta County Managed Care Mental Health Plan is available at: [http://www.co.shasta.ca.us/index/hhsa\\_index/Community\\_partnerships/OrgProviders.aspx](http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx). Consultant shall check the website for updates regularly to ensure Consultant has current approved Shasta County Managed Care Mental Health Plan. Should Consultant be unable to access the electronic version of the Shasta County Managed Care Mental Health Plan, County will provide Consultant with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and Shasta County's Managed Care Mental Health Plan, the Shasta County Managed Care Mental Health Plan shall govern.
- B. Ensure hours of operation for youth up to and including age 18 (Clients) served under this agreement are no less than the hours of operation provided to any other person served by Consultant.
- C. Ensure that all staff accompanying a Client into the community as part of mental health service delivery provided pursuant to the terms of this agreement shall maintain ongoing supervision and care of the Client throughout the service event, to include receiving the Client from and returning the Client to an appropriate responsible adult.
- D. Allow County and the California Department of Health Care Services, and their duly authorized representatives at all reasonable times to inspect or otherwise evaluate the work performed under the terms of this agreement, including all

supported activities and the premises in which it is being performed to assess the Client's progress.

- E. Operate continuously throughout the term of this agreement with no less than the minimum number of personnel required by all applicable federal and state statutes and regulations for provision of services hereunder; such personnel shall be qualified in accordance with all applicable federal and state statutes and regulations.
- F. Ensure all of the services required hereunder shall be performed by Consultant or personnel under Consultant's supervision.
- G. Receive written treatment authorization from County, in a format approved by County, prior to delivering any services. County is not obligated to authorize any particular level or quantity of services pursuant to this agreement.
- H. Screen 100% of referred children/youth for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal eligibility monthly while receiving services. The eligibility screening shall include verifying that Shasta County is the responsible County, and assessing for valid full-scope Medi-Cal coverage aid codes as required by Assembly Bill (AB) 1299.
- I. If the Client becomes ineligible for full-scope Medi-Cal, notify Shasta County Foster Care Eligibility at (530) 229-8283 to ensure the timely reinstatement of Medi-Cal eligibility if Client can be reinstated and notify County placing social worker regarding ineligibility and potential for reinstatement.
- J. Notify County of any/all changes in leadership staff within 10 days of change. Leadership staff includes, but is not limited to, Executive Director, Clinical/Program Director, and Chief Fiscal Officer.
- K. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."
- L. Comply with the Privacy and Information Security Provisions contained in Exhibit F, within the Shasta County Mental Health Managed Care Plan as referenced in section 1.A. Consultant shall implement reasonable and appropriate administrative, physical and technical safeguards to protect Protected Health Information (PHI).

For purposes of this agreement PHI means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium.

- M. Hold harmless the California Department of Health Care Services and Clients served under the terms of this agreement in the event the County cannot or does not pay for services provided by Consultant pursuant to this agreement.
- N. Document and submit to the county initial and quarterly Progress Reports, attached hereto and incorporated herein as EXHIBIT D, PROGRESS REPORT, that includes but is not limited to: identification of Client target behaviors and behavior frequency, changes in the client's behavior including; aggression, self harm, drug seeking, chronic run away attempts, property destruction and/or changes in mood, outreach attempts to client's family/support group, any incidents that affect the client's participation and changes in medications and counseling interventions. Initial Progress Reports shall be completed for each Client and submitted to County within 45 days of admission to Consultant's facility. Quarterly Progress Reports, shall be due, respectively, on October 10, January 10, April 10, and July 10 of each year. Initial and quarterly Progress Reports shall be completed and emailed to: CSContracts@co.shasta.ca.us.
- O. Only administer client psychotropic medications pursuant to a current JV223 Order Regarding Application for Psychotropic Medication. Consultant requests for changes to Client psychotropic medications or dosages shall be submitted immediately to the county JV220 Nurse at 1313 Yuba Street, Redding, CA 96001. Consultant shall submit the applicable paperwork to obtain court authorization to administer new or additional medications, including, but not limited to the Prescribing Physician's Statement, JV 220(A) or other forms required to comply with Welfare and Institutions Code 369.5 and California Rules of Court 5.640. This will include a copy of the medication consent form as approved by the Mental Health Managed Care Plan of Consultant's County. The necessary forms and supporting information shall be submitted immediately to the county JV220 Nurse at 1313 Yuba Street, Redding, CA 96001.
- P. Report significant behavioral concerns, or significant changes in counseling plans or intervention to County's Child Welfare social worker of Client receiving services, within one business day of the change.
- Q. Notwithstanding the provisions of Section 8, Consultant may provide medication support services through independent Consultants. However, Consultant remains solely responsible for the delivery of medication support services pursuant to this agreement.
- R. Notify the County immediately of any incidents that result in significant harm to a Client, by calling (530) 225-5144.
- S. Participate in and comply with certifying county's Managed Care Mental Health Plan Problem Resolution process for Client complaints or grievances to ensure

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

- T. Provide Annual Quality Management (QM) Work Plan to [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us) for compliance with the Quality Management requirements as set forth in the certifying County's Managed Care Mental Health Plan by July 15<sup>th</sup> for the preceding fiscal year.

## **Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement.
- B. Monitor and evaluate the performance outcomes of Consultant as prescribed in EXHIBIT A, SERVICES, throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.
- C. Make reasonable efforts to refer to Consultant, Clients that are full-scope Medi-Cal eligible beneficiaries at the time of referral.
- D. Advise Consultant of deadlines for documentation, if applicable.
- E. Provide Treatment Authorization Request (TAR) approvals, if deemed appropriate, within 14 days of receipt.

## **Section 3. COMPENSATION.**

- A. County shall compensate Consultant for services rendered pursuant to this agreement in accordance with the terms prescribed in EXHIBIT B, PAYMENTS. The total compensation payable to Consultant under this agreement shall not exceed a maximum amount of \$100,000 for County fiscal year 2018-2019, a maximum amount of \$100,000 for County fiscal year 2019-2020, and a maximum amount of \$100,000 for County fiscal year 2020-2021. In no event shall the maximum amount payable under this agreement exceed \$300,000.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

## **Section 4. BILLING AND PAYMENT.**

- A. Consultant shall submit to the Health and Human Services Agency (HHS) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by no later than 30 days following the month of services rendered an itemized statement of services on a billhead or invoice regularly used in the conduct of the Consultant's business (Invoice). The Invoice must include Consultant's current and active National Provider Identifier (NPI) number under which the services provided pursuant to this agreement shall be

billed to state or federal payer sources along with a completed claim form, attached and incorporated herein as EXHIBIT E, DAILY / MONTHLY CLAIM FORM, and any progress notes, supporting documentation and/or receipts. County shall make payment to Consultant within 30 days of receipt of Consultant's correct and approved Invoice.

- B. County shall not be obligated to pay Consultant for services covered by any Invoice if Consultant presents Invoice to County more than 90 days after the end of the month for which the services were rendered. For the final month or portion thereof that this agreement is in effect, Consultant shall submit to the Director or his/her designee, a final Statement no later than the 10<sup>th</sup> day of the following month. This Section and Section 3 shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to remit payment to Consultant as prescribed herein and in Section 3.
- C. Compensation under this agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable Consultant revenues, accruing or received by Consultant relate to allowable reduction, or a cash refund, as appropriate.
- D. Upon termination of this agreement, County shall compensate Consultant pursuant to the terms of this agreement within 30 days of receipt of Consultant's final Invoice. Consultant shall submit Consultant's final Invoice, within 15 days of the effective date of termination. To the extent necessary to effectuate full compensation of Consultant, this provision shall survive the termination of this agreement.
- E. Consultant shall provide County with all records required to bill Medi-Cal, and documents required for the purposes of the utilization review, and as may be required by County for other purposes relevant to the provision of services under the terms of this agreement, within 90 days of the date of service.
- F. All approved services adjudicated through the Short-Doyle/Medi-Cal Program of the State of California Department of Health Care Services shall be settled pursuant to Section 29 of this agreement, at actual costs or published costs, whichever is less.
- G. 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.
- H. County shall submit billings to Medi-Cal or other payor sources as required by Medi-Cal or those other payor sources for services provided by Consultant.

- I. County shall exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal for services delivered and billed pursuant to this agreement.
- J. If a federal or state audit exception is created during the provision of services under this agreement, due to an error or errors of omission or commission on the part of the County, County shall be responsible for the audit exception.

**Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall be for one year beginning July 1, 2018 and ending June 30, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, the HHSA Director (Director) or any HHSA Branch Director designated by the Director.

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

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Director, or any HHSA Branch Director designated by the Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

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

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided,

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

#### **Section 10. INDEMNIFICATION.**

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

#### **Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duty of indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$3 million in the aggregate.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for 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 on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

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

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

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. Consultant shall comply with the Federal Rehabilitation Act of 1973, section 504.
- E. Consultant and Consultant's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 §6032.
- F. For all services, Consultant shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code; and the California Code of Regulations, Title 9, Chapter 11.
- G. Consultant shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code, (commencing at section 5600 *et seq.*), Title 9 and Title 22 of the California Code of Regulations, the California Department of Health Care Services Cost Reporting/Data Collection Manual (CR/DC), and the prior State

of California Department of Mental Health Policy Letters.

- H. Consultant shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal Specialty Mental Health Services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, California Code of Regulations, title 9, section 1810.436, subd. (a)(1)-(5), which provides (in substance) that:
- (1) Medi-Cal beneficiaries shall receive the same level of care as provided to all other patients served;
  - (2) Medi-Cal beneficiaries shall not be discriminated against in any manner;
  - (3) Consultant shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;
  - (4) Compensation paid pursuant to this agreement is considered to be payment in full; and
  - (5) Consultant shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.
- I. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- J. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- K. Consultant shall comply with Department of Health Care Services statewide criteria for mental health program approval of Short-Term Residential Therapeutic Programs.
- L. 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 noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant

or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. 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. The Director or his or her designee shall have the right to oversee, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons and Clients to be served within this agreement. Consultant agrees to extend to the Director, or his or her designee, and to the State of California Department of Health Care Services, the United States Department of Health and Human Services, the Comptroller General of the United States and other authorized state and federal agencies or their duly authorized representatives, the right to review, monitor, and evaluate Consultant's programs, books, records or procedures at any reasonable time.
- D. Consultant shall be subject to the examination and audit of the Department or Auditor General for a period of three years after final payment under contract (Government Code §8546.7). Consultant agrees to maintain and present, until five years after termination of this Agreement and final payment from County to Consultant, to permit the California Department of Health Care services or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this agreement and to allow interviews of any employees who might reasonable have information related to such records.

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

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

**Section 16. LICENSES AND PERMITS.**

- A. Consultant, and Consultant's officers, employees, and agents, providing services pursuant to this agreement, shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the County of Shasta and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.
- B. Consultant shall immediately advise County of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

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

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

If to Consultant: Executive Director  
Charis Youth Center  
714 West Main Street  
Grass Valley, CA 95945  
Tel: (530) 477-9800

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 20. AGREEMENT PREPARATION.**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. SEVERABILITY.**

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

**Section 23. COUNTY'S RIGHT OF SETOFF.**

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

subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 24. CONFIDENTIALITY.**

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

**Section 25. CONFIDENTIALITY OF PATIENT INFORMATION.**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 26. CLINICAL RECORDS.**

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

**Section 27. FINANCIAL RECORDS.**

Consultant shall maintain financial records that clearly reflect the cost of each type of service for which compensation under this agreement is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be maintained and retained for seven years following

the close of the fiscal year to which the records pertain. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 28. FINANCIAL REPORTING.**

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

**Section 29. ANNUAL COST REPORT.**

- A. Consultant shall submit a separate, detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the California Department of Health Care Services and a complete financial statement ("Financial Statement") not later than 90 days after the end of this agreement. Consultant's Cost Report and Financial Statement shall be subject to audit by appropriate County, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Consultant shall be settled in accordance with California Department of Health Care Services guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs, published charges. In the event the Cost Report settlement identifies an overpayment to Consultant, Consultant shall reimburse County the full overpayment amount. If Consultant fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20 percent of future monthly payments to Consultant under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Consultant under this agreement until the full overpayment has been recouped. If any amount of overpayment to Consultant remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Consultant shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. This provision shall survive the termination, expiration or cancellation of this agreement.

- B. Consultant may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Consultant shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Consultant shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect. This provision shall survive the termination, expiration, or cancellation of this agreement.
- C. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Consultant at the County's sole discretion until the Cost Report and Financial Statement have been received by County.

**Section 30. PERSONNEL.**

- A. Consultant shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations, for the type of services prescribed in EXHIBIT A, SERVICES.
- B. Consultant shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.

**Section 31. AGREEMENT SUPERVISION.**

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

**Section 32. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.**

- A. In entering into this agreement, Consultant acknowledges the County's Program for Compliance with Federal Healthcare Programs (Compliance Program) and agrees to comply, and to require its employees who are considered "Covered Individuals" to comply with all policies and procedures of the Compliance Program including, without limitation, County's Code of Conduct, attached and incorporated herein as EXHIBIT C, CODE OF CONDUCT. Should the aforementioned Code of Conduct be amended during the term of this agreement, Consultant shall comply with the Code of Conduct as amended and as provided to Consultant by County. "Covered Individuals" are defined as employees of the Consultant with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement

from the Federal Healthcare programs.

- B. Consultant agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Consultant shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly-hired employees who are Covered Individuals.
- C. Consultant agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or Consultant's program as required by the County's Program for Compliance with Federal Healthcare Programs.
- D. Consultant shall not hire or enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.
- E. Consultant attests that Consultant and all Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Consultant shall verify prior to hire and monthly all of Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation. Consultant shall maintain documentation of monthly verification on file and provide such documentation to County by the 10<sup>th</sup> of the following month, electronically in .pdf format or other electronic format preapproved by County to [mceur@co.shasta.ca.us](mailto:mceur@co.shasta.ca.us) and [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us). Consultant shall notify County immediately if Consultant's verification checks indicate that any of Consultant's employees and/or subcontractors are excluded from MediCal and/or Medicaid provider participation. Verification checking, at a minimum shall include Consultant's use of the following three websites:
  - (1) Office of Inspection General  
[http://oig.hhs.gov/exclusions/exclusions\\_list.asp](http://oig.hhs.gov/exclusions/exclusions_list.asp)
  - (2) Medi-Cal Suspended and Ineligible List  
<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
  - (3) System for Award Management  
<https://www.sam.gov/portal/SAM/#1>

**Section 33. NOTICE OF RIGHTS.**

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

**Section 34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.**

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 10.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

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

ATTEST:

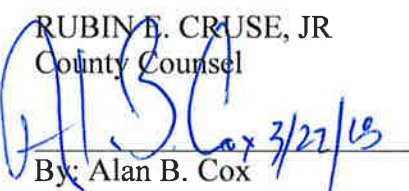
LAWRENCE G. LEES  
Clerk of the Board of Supervisors


By: \_\_\_\_\_  
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR  
County Counsel

  
By: Alan B. Cox  
Deputy County Counsel

  
By: James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 3/16/18

  
By: Audrea Marshall  
Executive Director

Tax I.D.#: On File

**EXHIBIT A**

**SERVICES**

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

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

- A. Consultant shall collaborate with all parties involved with the Client and family including but not limited to parents, schools, doctors, care givers, Shasta County Health and Human Services Agency, Children's Services, and Probation with appropriate signed authorization for release of information in order to support the Client reaching the Client's goals.
- B. Consultant shall use trauma informed interventions and treatment practices that will meet the individual needs of each client.
- C. Consultant shall conduct family therapy at a minimum of twice a month in order to preserve connections and strengthen the family unit.

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

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

- A. Consultant shall provide Progress Reports (EXHIBIT D) regarding participation in Mental Health Services and Client's progress toward treatment goals including tracking of risk behaviors as outlined in Section 1 (O) of the agreement. Progress in treatment will be evaluated in part by frequency of risk behaviors.
- B. Consultant shall provide testimony and any records, as authorized by law, when subpoenaed to court. In the event that Consultant is required by subpoena to testify in any matter arising out of or concerning the services provided under agreement by any party in a legal proceeding regarding the Client, Consultant shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time.
- C. Consultant shall assure proper psychiatric care, which will include development and submittal of a County JV220 (A) "Prescribing Physician's Statement-Attachment." Consultant shall cooperate with the agency in providing all information deemed necessary by County for assessment and treatment planning, including a medication consent form approved by Managed Care Mental Health Plan of Consultant's County for signature by Juvenile Court Judge. Consultant shall make available 24-hour psychiatric care.

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

**Objective 3: Provision of Medi-Cal Services**

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

- A. For all services, comply with applicable provisions of the State of California Department of Health Care Services approved Shasta County Managed Care Mental Health Plan.
- B. Submit opening paperwork to County Managed Care for Initial Authorization within three business days of placement of Client.
- C. Complete and submit to County Managed Care within 30 days of placement of Client: Comprehensive Assessment, Treatment Plan, and TAR. Planned services may not be claimed for reimbursement until a treatment plan is completed. The treatment plan is complete when all required elements are present including required staff signature(s), with title and date.
- D. Reassess each Client at least once every 90 days and submit a copy of the updated assessment, Treatment Plan, and TAR to County Managed Care when continued services beyond 90 days are clinically indicated.
- E. Inform County and submit an assessment document to County, by fax, within three working days after assessment when any Client who is a Medi-Cal beneficiary is determined after assessment to be ineligible for services. County shall review the assessment document and, if applicable, issue a Notice of Adverse Benefit Decision to Client in accordance with the guidelines set forth in the County's Managed Care Mental Health Plan.
- F. Submit subsequent TAR(s) to Shasta County Managed Care Plan for review and authorization 15 to 30 days prior to the expiration of the current authorization period. Services provided without prior written authorization shall be the responsibility of Consultant and shall not be reimbursed by or compensated for by County. Services may be authorized by County 30 days before prior authorization expires.
- G. Mental Health Services provided by Consultant pursuant to this agreement may include, but are not necessarily limited to:
  - (1) Mental Health Services
    - a. Intensive Home Based Services
  - (2) Medication Support Services
  - (3) Therapeutic Behavioral Services (TBS)
  - (4) Crisis Intervention
  - (5) Case Management
    - a. Intensive Case Coordination

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

## EXHIBIT B PAYMENTS

### I. Mental Health Services

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

SERVICE	RATE	
Mental Health Services	\$2.74	per minute
Intensive Home Based Services	\$2.74	per minute
Medication Support	\$5.06	per minute
Therapeutic Behavioral Services	\$2.74	per minute
Crisis Intervention	\$4.08	per minute
Case Management	\$2.12	per minute
Intensive Case Coordination	\$2.12	per minute

- B. Services provided to non-Medi-Cal eligible youth shall be the responsibility of Consultant and will not be reimbursed by or compensated for by County.
- C. Services provided without pre-authorization by County shall be the responsibility of Consultant and will not be reimbursed by County.
- D. Should Consultant create a federal or state audit exception due to error of omission or commission of Consultant, Consultant shall be responsible (financially and otherwise) for the audit exception.
- E. As identified in Section 4, each Invoice submitted by Consultant must have the following statement included at the bottom of every Invoice submitted for payment: "I certify that the above is correct, and supporting documentation has been recorded in the medical record."
- F. Services provided without submission to County of Consultant's current and active NPI shall be the responsibility of Consultant (financially and otherwise) and will not be reimbursed by County.

## EXHIBIT C

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

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

#### 1. PURPOSE

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

#### 2. CODE OF CONDUCT - GENERAL STATEMENT

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

#### 3. CODE OF CONDUCT

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

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

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

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

**4. SHASTA COUNTY COMPLIANCE OFFICER**

The Shasta County HHSA Compliance Officer may be contacted at:

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

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

Email: [mhcompofcr@co.shasta.ca.us](mailto:mhcompofcr@co.shasta.ca.us)

*CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS*



**Shasta County Health & Human Services Agency (HHSA)**

**CODE OF CONDUCT  
CERTIFICATION**

I, \_\_\_\_\_, by signing this Certification acknowledge that:  
*(Print First and Last Name)*

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

Thank you.



## EXHIBIT D

# Progress Report

Please complete the following regarding the Client's progress at your facility. A numerical answer for questions 1 through 6 will suffice. Be sure to provide detailed explanations for these items within the body of your progress report.

☐ Initial 30 Day Report

☐ Quarterly Report

Date of report: \_\_\_\_\_ MH ID Number: \_\_\_\_\_

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





## EXHIBIT F

### Program Diagnosis and Discharge Form

**Shasta County HHSA****Program Diagnosis and Discharge Form**
☐ Admission    ☐ Update    ☐ Discharge

Date: \_\_\_\_\_ Program: \_\_\_\_\_

Staff Name: \_\_\_\_\_ Staff Code: \_\_\_\_\_

**Disorders and Conditions** (Enter ICD-10 Code and Diagnosis Name and corresponding DSM-5 Code and Diagnosis Name)
**Psychosocial & Environmental** (Enter ICD-10 Code and Diagnosis Name)
**Summarize General Medical Conditions****CSI Reporting**

Any Physical Health Disorders affecting mental health?

☐ Yes    ☐ No    ☐ Unknown

Any Developmental Disabilities affecting mental health?

☐ Yes    ☐ No    ☐ Unknown
Trauma ☐ Yes ☐ No ☐ UnknownSubstance Abuse ☐ Yes ☐ No ☐ Unknown

Substance Abuse Diagnosis: \_\_\_\_\_

**Discharge Summary Only**

Reason for Discharge

Client Status Code

Client Legal Class

**Program Diagnosis /Program Discharge Form**

Financials/Episodes

Rev. 4/2017

Client

Chart #

DOB

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Health and Human Services-8.

**SUBJECT:**

Accept safety equipment donation from California Department of Public Health

**DEPARTMENT:** Health and Human Services Agency-Public Health

**Supervisory District No. :** All

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

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No Additional General Fund Impact

**RECOMMENDATION**

Take the following actions: (1) Approve acceptance of a donation of injury prevention safety equipment valued at approximately \$8,000 for Shasta County adults and children from the California Department of Public Health; and (2) authorize the Health and Human Services Public Health Branch to distribute the equipment to the community through various programs.

**SUMMARY**

N/A

**DISCUSSION**

The Health and Human Services Agency - Public Health Branch requests approval to accept a donation of up to 35 Life Vests (various child/youth and adult sizes), 75 Multi-Sport Helmets (various child/youth and adult sizes), 50 Convertible Car Seats, and 60 High-back Booster Seats in an approximate value of \$8,000 from the California Department of Public Health, Safe and Active Communities Branch. These items will be used to support the Child Passenger Safety, Injury Prevention, and Safe Routes to School programs.

**ALTERNATIVES**

The Board could choose not to approve this donation, either all or in part.

**OTHER AGENCY INVOLVEMENT**

The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The donation is specifically for equipment being received by Shasta County HHSA Public Health Branch. There is no financing involved and thus no additional General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Health and Human Services-9.

**SUBJECT:**

2018 Health and Human Services Agency Public Health Laboratory CLIA Application Owner Signature Request

**DEPARTMENT:** Health and Human Services Agency-Public Health

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Regarding the retroactive application, effective January 2, 2018, for the Public Health Laboratory recertification with the California Department of Public Health, approve and authorize the Chairman to sign the: (1) Disclosure of Ownership and Control Interest Statement; and (2) Laboratory Testing Declaration.

**SUMMARY**

N/A

**DISCUSSION**

In order to satisfy its legal requirements to perform clinical diagnostic testing, the Health and Human Services Agency’s (HHS) Public Health Laboratory must reapply biennially and be inspected by the California Department of Public Health (CDPH) Laboratory Field Services (LFS). The “Disclosure of Ownership and Control Interest Statement” and a “Laboratory Testing Declaration” sections of the application require the signature of the owner or a person legally authorized to bind the owner of the laboratory.

**ALTERNATIVES**

The Board could decline to authorize this application for recertification. If the Board declines authorizing this application for recertification, our Public Health Laboratory would not be able to continue operating.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

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

**ATTACHMENTS:**

Description	Upload Date	Description
CLIA Recertification	3/28/2018	CLIA Recertification

**DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT****I. Identifying Information**

Name of entity <b>Shasta County Public Health Laboratory</b>		D/B/A	
Address (number, street) <b>2650 Breslauer Way</b>		City <b>Redding</b>	State <b>CA</b>
		ZIP code <b>96001</b>	
CLIA number <b>05D0644240</b>	Taxpayer ID number (EIN) <b>94-6000535</b>	Telephone number <b>( 530 ) 225-5072</b>	

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under "Remarks" on page 2. Identify each item number to be continued.

YES NO

- A. Are there any individuals or organizations having a direct or indirect ownership or control interest of five percent or more in the institution, organizations, or agency that have been convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established by Titles XVIII, XIX, or XX? ..... ☐ ☒
- B. Are there any directors, officers, agents, or managing employees of the institution, agency, or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Titles XVIII, XIX, or XX? ..... ☐ ☒
- C. Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only) ..... ☐ ☒

III. A. List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under "Remarks."

NAME	ADDRESS	EIN
County of Shasta	1450 Court Street, Ste 308A Redding, CA 96001-1680	94-6000535

- B. Type of entity: ☐ Sole proprietorship ☐ Partnership ☐ Corporation  
☐ Unincorporated Associations ☒ Other (specify) Local Government
- C. If the disclosing entity is a corporation, list names, addresses of the directors, and EINs for corporations under "Remarks."
- D. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership, or members of Board of Directors) If yes, list names, addresses of individuals, and provider numbers. .... ☐ ☐

NAME	ADDRESS	PROVIDER NUMBER

CDPH CLIA # BSD 8644240

RISK MANAGEMENT APPROVAL

BY:

James Johnson

Risk Management Analyst

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

Alan B. Cox 3/26/18

Alan B. Cox  
Deputy County Counsel

YES NO

IV. A. Has there been a change in ownership or control within the last year? ..... ☐ ☒  
 If yes, give date. \_\_\_\_\_

B. Do you anticipate any change of ownership or control within the year? ..... ☐ ☒  
 If yes, when? \_\_\_\_\_

C. Do you anticipate filing for bankruptcy within the year? ..... ☐ ☒  
 If yes, when? \_\_\_\_\_

V. Is the facility operated by a management company or leased in whole or part by another organization? ..... ☐ ☒  
 If yes, give date of change in operations. \_\_\_\_\_

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year? ..... ☐ ☒

VII. A. Is this facility chain affiliated? ..... ☐ ☒  
 (If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

B. If the answer to question VII.A. is NO, was the facility ever affiliated with a chain?  
 (If yes, list name, address of corporation, and EIN.)

Name		EIN	
Address (number, name)	City	State	ZIP code

*Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the state agency or the secretary, as appropriate.*

Name of authorized representative (typed)	Title
Les Baugh	Chairman, Board of Supervisors
Signature	Date

Remarks

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
CENTERS FOR MEDICARE & MEDICAID SERVICESForm Approved  
OMB No. 0938-0151**LABORATORY PERSONNEL REPORT (CLIA)**

(For moderate and high complexity testing)

1. LABORATORY NAME <b>Shasta County Public Health Laboratory</b>												2. CLIA IDENTIFICATION NUMBER <b>05D0614240</b>							
3. LABORATORY ADDRESS (NUMBER AND STREET) <b>2650 Breslauer Way</b>										CITY <b>Redding</b>		STATE <b>CA</b>		ZIP CODE <b>96001</b>					
4. Instructions: a. List below all technical personnel, by name, who are employed by the laboratory. Check (✓) the appropriate column for each position held. For TC and TS follow instructions on reverse. b. Indicate whether shift worked is (1) day, (2) evening or (3) night. c. Indicate highest level of testing for which personnel are qualified: Use (M) for moderate and (H) for high complexity. d. Indicate whether position held is full (F) or part-time (P).												Positions: D - Director CC - Clinical Consultant TC - Technical Consultant TS - Technical Supervisor GS - General Supervisor TP - Testing Personnel CT/GS - Cytology General Supervisor CT - Cytotechnologist				5. TELEPHONE (INCLUDE AREA CODE)			
FOR OFFICIAL USE ONLY (NOT TO BE COMPLETED BY LABORATORY) QUALIFIES ACCORDING TO SUBPART M												DATE OF SURVEY _____							
EMPLOYEE NAMES			a. POSITION HELD										b.	c.	d.				
LAST NAME	FIRST NAME	MI	D	CC	TC	TS	GS	TP	CT/GS	CT	1 S H T 3	2 M OR H	3 F OR P						
Gonzalez	Anthony	H	✓								1	H	P						
Deckert	Andrew	W		✓							1		F						
Cole	Kenneth	J			1	1		✓			1	H	F						
					2	2					1	H	F						
					5	5					1	H	F						
					6	6					1	H	F						
Hood	Heather	E						✓			1	H	F						
Mello	Brandi	M									1		F						
Stockton	Pepper	D			1	1		✓	✓		1	H	F						
					2	2					1	H	F						
					5	5					1	H	F						
					6	6					1	H	F						

☒ Check (✓) here if additional space is needed to list all technical personnel. Copy this page and attach continuation sheet(s) to the original form.

**READ THE FOLLOWING CAREFULLY BEFORE SIGNING**

Statement or Entities Generally: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both. (U.S. Code, Title 18, Sec. 1001)

**CERTIFICATION:** I CERTIFY THAT ALL OF THE INDIVIDUALS LISTED ABOVE QUALIFY, TO FUNCTION IN THE POSITION INDICATED, ACCORDING TO THE PERSONNEL REGULATIONS OF 42 CFR PART 493 SUBPART M.

6. SIGNATURE OF LABORATORY DIRECTOR

7. DATE

*Anthony H. Gonzales**2/5/2018*

Laboratory name <b>Shasta County Public Health Laboratory</b>		State ID number <b>CPH 1318</b>	CLIA number <b>05D0644240</b>
Laboratory address (number, street) <b>2650 Breslauer Way</b>	City <b>Redding</b>	State <b>CA</b>	ZIP code <b>96001</b>
Contact person		Telephone number <b>( 530 ) 225-5072</b>	

[illegible]

Signature of laboratory director

Date

Signature of laboratory director  
Anthony H. Gonzalez

2/5/18

THIS FORM MAY BE PHOTOCOPIED

## LABORATORY PERSONNEL REPORT (Continued)

Laboratory name or ID number

INSTRUCTIONS: List all personnel (e.g., laboratory assistant, phlebotomist, etc.) who are engaged in collecting and preparing specimens but who are not responsible for test results as "testing personnel."

[illegible]

LAB 116 (7/07) Page 2

## LABORATORY TESTING DECLARATION

Name of laboratory (as listed on CLIA certificate)	Laboratory location	CLIA number
Shasta County Public Health Laboratory	2650 Breslauer Way, Redding, CA 96001	05D0644240

Check and name all tests (by manufacturer and equipment) which are performed in your laboratory and indicate the annual volume of tests performed by subspecialty. Attach separate page if additional space is needed.

☐ Waived tests only

☐ Physician performed microscopy procedures only

010 Histocompatibility \_\_\_\_\_  
Annual Volume \_\_\_\_\_

110 Bacteriology  
☒ Gram stain Hardy  
☒ Direct antigen Difco, BD, Denka Seiken, Remel  
☐ Limited identification \_\_\_\_\_  
☐ Throat \_\_\_\_\_  
☐ Urine \_\_\_\_\_  
☐ G.C. \_\_\_\_\_  
☒ ID genus and species Apl, Hardy, Remel  
☐ Susceptibility testing \_\_\_\_\_  
☐ C. difficile Ag \_\_\_\_\_  
☒ Molecular diagnostics CT/GC-GenProbe, Pertussis-Roche, Flu  
 Annual Volume 1710

115 Mycobacteriology  
☒ Acid fast stain Hardy  
☒ ID acid fast Hardy  
☐ ID and/or susceptibility for M.T.B. \_\_\_\_\_  
☐ ID and susceptibility for all acid fast \_\_\_\_\_  
☐ Molecular diagnostics \_\_\_\_\_  
 Annual Volume 360

120 Mycology  
☐ ID yeast and/or dermatophytes \_\_\_\_\_  
☐ ID genus \_\_\_\_\_  
☐ ID genus and species \_\_\_\_\_  
 Annual Volume \_\_\_\_\_

130 Parasitology  
☐ Wet mounts and/or pinworms preparation \_\_\_\_\_  
☐ ID conc. and/or stain \_\_\_\_\_  
 Annual Volume \_\_\_\_\_

140 Virology  
☒ Direct antigen HSV, VZV-Light Diagnostics  
☐ ID \_\_\_\_\_  
☒ Molecular diagnostics Flu-AB/Influvigen, Norovirus-Roche  
 Annual Volume 700

210 Syphilis serology  
☐ FTA-ABS \_\_\_\_\_  
☒ RPR BD Macroview  
☐ RST \_\_\_\_\_  
☐ VDRL \_\_\_\_\_  
☐ MHA-TP \_\_\_\_\_  
 Annual Volume 15

220 General immunology  
☐ Alpha-1 antitrypsin \_\_\_\_\_  
☐ Alpha-fetoprotein \_\_\_\_\_  
☐ Antihuman immunodeficiency virus (HIV) \_\_\_\_\_  
☐ Antinuclear antibody \_\_\_\_\_  
☐ Antistreptolysin O \_\_\_\_\_  
☐ Complement C3 \_\_\_\_\_  
☐ Complement C4 \_\_\_\_\_  
☐ CRP \_\_\_\_\_  
☐ Hepatitis A antibody \_\_\_\_\_  
☐ Hepatitis B core Ab \_\_\_\_\_  
☐ HBsAb \_\_\_\_\_  
☐ HBsAg \_\_\_\_\_  
☐ HBeAg \_\_\_\_\_  
☐ Hepatitis C Ab \_\_\_\_\_  
☐ H. pylori Ab \_\_\_\_\_  
☐ IgA \_\_\_\_\_  
☐ IgE \_\_\_\_\_  
☐ IgG \_\_\_\_\_  
☐ IgM \_\_\_\_\_  
☐ Infectious mononucleosis \_\_\_\_\_  
☐ Rheumatoid factor \_\_\_\_\_  
☐ Rubella \_\_\_\_\_  
 Annual Volume \_\_\_\_\_

## 310 Routine chemistry

☐ Alanine aminotransferase (ALT/SGPT) \_\_\_\_\_  
☐ Albumin \_\_\_\_\_  
☐ Alkaline phosphatase \_\_\_\_\_  
☐ Ammonia \_\_\_\_\_  
☐ Amylase \_\_\_\_\_  
☐ Aspartate aminotransferase (AST/SGOT) \_\_\_\_\_  
☐ Bilirubin, total \_\_\_\_\_  
☐ Blood gases: ☐ pH ☐ pCO<sub>2</sub> ☐ pO<sub>2</sub> \_\_\_\_\_  
☐ Calcium \_\_\_\_\_  
☐ CEA \_\_\_\_\_  
☐ Chloride \_\_\_\_\_  
☐ Cholesterol, high density lipoprotein (HDL) \_\_\_\_\_  
☐ Cholesterol, total \_\_\_\_\_  
☐ CO<sub>2</sub> \_\_\_\_\_  
☐ Creatine kinase \_\_\_\_\_  
☐ Creatine kinase, iso and CKMB \_\_\_\_\_  
☐ Creatinine \_\_\_\_\_  
☐ Cryoglobulin \_\_\_\_\_  
☐ Ferritin \_\_\_\_\_  
☐ Folate \_\_\_\_\_  
☐ Gamma GT \_\_\_\_\_  
☐ Glucose, serum \_\_\_\_\_  
☐ Glucose, whole blood \_\_\_\_\_  
☐ Iron, total \_\_\_\_\_  
☐ TIBC \_\_\_\_\_  
☐ Lactate dehydrogenase (LDH) \_\_\_\_\_  
☐ LDH isoenzymes \_\_\_\_\_  
☐ Lactic acid \_\_\_\_\_  
☐ Magnesium \_\_\_\_\_  
☐ Osmolality \_\_\_\_\_  
☐ Phosphorus \_\_\_\_\_  
☐ Potassium \_\_\_\_\_  
☐ PSA \_\_\_\_\_  
☐ Sodium \_\_\_\_\_  
☐ Total protein \_\_\_\_\_  
☐ Triglycerides \_\_\_\_\_  
☐ Troponin—1 \_\_\_\_\_  
☐ Urea nitrogen \_\_\_\_\_  
☐ Uric acid \_\_\_\_\_  
☐ Vitamin B-12 \_\_\_\_\_

Annual Volume \_\_\_\_\_

## 320 Urinalysis

☐ Dipsticks \_\_\_\_\_  
☐ Microscopy \_\_\_\_\_

Annual Volume \_\_\_\_\_

## 330 Endocrinology

☐ Cortisol \_\_\_\_\_  
☐ Estradiol \_\_\_\_\_  
☐ Estriol \_\_\_\_\_  
☐ Free thyroxine (free T-4) \_\_\_\_\_  
☐ FSH \_\_\_\_\_  
☐ Human chorionic gonadotrophin, serum (HCG) \_\_\_\_\_  
☐ Human chorionic gonadotrophin, urine (HCG) \_\_\_\_\_  
☐ LH \_\_\_\_\_  
☐ Progesterone \_\_\_\_\_  
☐ Prolactin \_\_\_\_\_  
☐ Testosterone \_\_\_\_\_  
☐ Thyroid-stimulating hormone (TSH) \_\_\_\_\_  
☐ Thyroxine (T-4) \_\_\_\_\_  
☐ Triiodothyronine (T-3) \_\_\_\_\_  
☐ T-3 uptake \_\_\_\_\_

Annual Volume \_\_\_\_\_

**DIRECTOR'S ATTESTATION**

I attest that effective 10/01/2017, I am the laboratory director, or a co-director of:

Shasta County Public Health Laboratory clinical laboratory, located at

2650 Breslauer Way, Redding CA 96001

(street address)

CLIA number: 05D0644240

State ID number (if known): CPH 1318

As the director or co-director, I assume all directorship responsibilities for CLIA and State of California purposes. I understand that as a director of this laboratory, I am responsible for the accuracy and reliability of all testing performed by the laboratory and for ensuring that the laboratory meets all applicable CLIA and state requirements as stipulated in both federal and California laws (Code of Federal Regulations [CFR], Title 42, Sections 493.1407, 493.1445; California Business and Professions Code [BPC], Section 1209).

I understand that I will be held jointly and severally responsible with the laboratory owner(s) for any violations of law by this clinical laboratory (BPC Section 1265(b)). If deficient or unlawful practices are found that occurred while I was serving as laboratory director or co-director, which the laboratory fails or is unable to correct, and which results in the revocation of the laboratory's CLIA certificate or state license or registration, I understand that pursuant to Title 42 of the United States Code (USC), Section 263(a)(i)(3), 42 CFR 493.1840(a)(8), and BPC Section 1324, I would be prohibited from owning, operating, or directing another clinical laboratory for a period of at least two years from the date of revocation. Such action may also be grounds for referral to the Medical Board of California or other licensing board for appropriate action.

I understand that any false statement or representation of material fact in obtaining or retaining CLIA certification or state licensure or registration may be grounds for revocation of the laboratory's CLIA certificate under 42 CFR 493.1840(a)(1), and state license or registration under BPC Section 1320(f).

I understand that I will be responsible, along with the laboratory owner(s), to notify the Department of Public Health in writing of any changes in the laboratory ownership, directorship, name or location within **thirty days** of the change, and that failure to provide such notification will result in automatic revocation of the state license or registration (BPC Section 1265(g)), and sanctions against the CLIA certificate (42 CFR 493.39(b), 493.45(b)(2), 493.51(a), 493.53(a), 493.57(a)(2), and 493.63(a)).

I understand that I will continue to be held responsible as a laboratory director of this laboratory until the day that the California Department of Public Health **receives** a signed statement from me notifying the Department of my resignation or termination.

I affirm under penalty of perjury, that all information I have given in this document is true.

Anthony H. Gonzalez

Director's signature

2/5/2018

Date

Anthony H Gonzalez, PhD, HCLD(ABB), Laboratory Director

Print or type director's name and title

CLIA Director:

☒ Yes ☐ No

4033 Quarter Dome Circle, Rancho Cordova, CA 95742

Director's address (as recorded on personal professional license)

(916) 874-9231

Director's direct contact telephone number

Or California Board license number: \_\_\_\_\_

California Director license number: HCLD (ABB) 2060019

**CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA)  
APPLICATION FOR CERTIFICATION****I. GENERAL INFORMATION**

<input type="checkbox"/> Initial Application <input checked="" type="checkbox"/> Survey			CLIA IDENTIFICATION NUMBER		
<input type="checkbox"/> Change in Certificate Type			05                      0644240 _____ D _____ <i>(If an initial application leave blank, a number will be assigned)</i>		
<input type="checkbox"/> Closure/Other Changes (Specify) _____ Effective Date 1/02/2018					
FACILITY NAME Shasta County Public Health Lab			FEDERAL TAX IDENTIFICATION NUMBER 94-6000535		
EMAIL ADDRESS pstockton@co.shasta.ca.us			TELEPHONE NO. (Include area code) (530) 225-5072		FAX NO. (Include area code) (530) 225-5061
FACILITY ADDRESS — <i>Physical Location of Laboratory (Building, Floor, Suite if applicable.) Fee Coupon/Certificate will be mailed to this Address unless mailing or corporate address is specified</i> NUMBER, STREET (No P.O. Boxes) 2650 Breslauer Way			MAILING/BILLING ADDRESS (If different from facility address) send Fee Coupon or certificate  NUMBER, STREET		
CITY Redding	STATE CA	ZIP CODE 96001	CITY	STATE	ZIP CODE
SEND CERTIFICATE TO THIS ADDRESS <input checked="" type="checkbox"/> Physical <input type="checkbox"/> Mailing <input type="checkbox"/> Corporate		SEND FEE COUPON TO THIS ADDRESS <input checked="" type="checkbox"/> Physical <input type="checkbox"/> Mailing <input type="checkbox"/> Corporate		CORPORATE ADDRESS (If different from facility) send Fee Coupon or certificate  NUMBER, STREET	
NAME OF DIRECTOR (Last, First, Middle Initial) Gonzalez, Anthony H			CITY	STATE	ZIP CODE
CREDENTIALS PhD, HCLD(ABB)			FOR OFFICE USE ONLY Date Received _____		

**II. TYPE OF CERTIFICATE REQUESTED** ((Check only one) Please refer to the accompanying instructions for inspection and certificate testing requirements)

- ☐ Certificate of Waiver (Complete Sections I – VI and IX – X)  
☐ Certificate for Provider Performed Microscopy Procedures (PPM) (Complete Sections I – X)  
☒ Certificate of Compliance (Complete Sections I – X)  
☐ Certificate of Accreditation (Complete Sections I – X) and indicate which of the following organization(s) your laboratory is accredited by for CLIA purposes, or for which you have applied for accreditation for CLIA purposes.
- ☐ The Joint Commission    ☐ AOA    ☐ AABB    ☐ A2LA  
☐ CAP    ☐ COLA    ☐ ASHI

If you are applying for a Certificate of Accreditation, you must provide evidence of accreditation for your laboratory by an approved accreditation organization as listed above for CLIA purposes or evidence of application for such accreditation within 11 months after receipt of your Certificate of Registration.

**NOTE:** Laboratory directors performing non-waived testing (including PPM) must meet specific education, training and experience under subpart M of the CLIA regulations. Proof of these qualifications for the laboratory director must be submitted with this application.

**III. TYPE OF LABORATORY** (Check the one most descriptive of facility type)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 01 Ambulance                                      | <input type="checkbox"/> 13 Hospice   | <input type="checkbox"/> 22 Practitioner Other (Specify)               |
| <input type="checkbox"/> 02 Ambulatory Surgery Center                      | <input type="checkbox"/> 14 Hospital  |  |
| <input type="checkbox"/> 03 Ancillary Testing Site in Health Care Facility | <input type="checkbox"/> 15 Independent   | <input type="checkbox"/> 23 Prison                                     |
| <input type="checkbox"/> 04 Assisted Living Facility                       | <input type="checkbox"/> 16 Industrial  | <input checked="" type="checkbox"/> 24 Public Health Laboratories      |
| <input type="checkbox"/> 05 Blood Bank                                     | <input type="checkbox"/> 17 Insurance   | <input type="checkbox"/> 25 Rural Health Clinic                        |
| <input type="checkbox"/> 06 Community Clinic                               | <input type="checkbox"/> 18 Intermediate Care Facilities for Individuals with Intellectual Disabilities | <input type="checkbox"/> 26 School/Student Health Service              |
| <input type="checkbox"/> 07 Comp. Outpatient Rehab Facility                | <input type="checkbox"/> 19 Mobile Laboratory   | <input type="checkbox"/> 27 Skilled Nursing Facility/ Nursing Facility |
| <input type="checkbox"/> 08 End Stage Renal Disease Dialysis Facility      | <input type="checkbox"/> 20 Pharmacy  | <input type="checkbox"/> 28 Tissue Bank/Repositories                   |
| <input type="checkbox"/> 09 Federally Qualified Health Center              | <input type="checkbox"/> 21 Physician Office  | <input type="checkbox"/> 29 Other (Specify)                            |
| <input type="checkbox"/> 10 Health Fair                                    | Is this a shared lab?   |  |
| <input type="checkbox"/> 11 Health Main. Organization                      | <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| <input type="checkbox"/> 12 Home Health Agency                             |   |  |

**IV. HOURS OF LABORATORY TESTING** (List times during which laboratory testing is performed in HH:MM format) If testing 24/7 Check Here ☐

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
FROM:		0800	0800	0800	0800	0800	
TO:		1700	1700	1700	1700	1700	

(For multiple sites, attach the additional information using the same format.)

**V. MULTIPLE SITES** (must meet one of the regulatory exceptions to apply for this provision in 1-3 below)

Are you applying for a single site CLIA certificate to cover multiple testing locations?

☒ No. If no, go to section VI. ☐ Yes. If yes, complete remainder of this section.

Indicate which of the following regulatory exceptions applies to your facility's operation.

1. Is this a laboratory that is not at a fixed location, that is, a laboratory that moves from testing site to testing site, such as mobile unit providing laboratory testing, health screening fairs, or other temporary testing locations, and may be covered under the certificate of the designated primary site or home base, using its address?

☐ Yes ☐ No

If yes and a mobile unit is providing the laboratory testing, record the vehicle identification number(s) (VINs) and attach to the application.

2. Is this a not-for-profit or Federal, State or local government laboratory engaged in limited (not more than a combination of 15 moderate complexity or waived tests per certificate) public health testing and filing for a single certificate for multiple sites?

☐ Yes ☐ No

If yes, provide the number of sites under the certificate \_\_\_\_\_ and list name, address and test performed for each site below.

3. Is this a hospital with several laboratories located at contiguous buildings on the same campus within the same physical location or street address and under common direction that is filing for a single certificate for these locations?

☐ Yes ☐ No

If yes, provide the number of sites under this certificate \_\_\_\_\_ and list name or department, location within hospital and specialty/subspecialty areas performed at each site below.

If additional space is needed, check here ☐ and attach the additional information using the same format.

NAME AND ADDRESS/LOCATION		TESTS PERFORMED/SPECIALTY/SUBSPECIALTY
NAME OF LABORATORY OR HOSPITAL DEPARTMENT		
ADDRESS/LOCATION (Number, Street, Location if applicable)		
CITY, STATE, ZIP CODE	TELEPHONE NO. (Include area code)	
NAME OF LABORATORY OR HOSPITAL DEPARTMENT		
ADDRESS/LOCATION (Number, Street, Location if applicable)		
CITY, STATE, ZIP CODE	TELEPHONE NO. (Include area code)	

In the next three sections, indicate testing performed and annual test volume.

## VI. WAIVED TESTING

Identify the waived testing (to be) performed. Be as specific as possible. This includes each analyte test system or device used in the laboratory.

e.g. (Rapid Strep, Acme Home Glucose Meter)

Indicate the **ESTIMATED TOTAL ANNUAL TEST** volume for all waived tests performed \_\_\_\_\_

☒ Check if no waived tests are performed

## VII. PPM TESTING

Identify the PPM testing (to be) performed. Be as specific as possible.

e.g. (Potassium Hydroxide (KOH) Preps, Urine Sediment Examinations)

Indicate the **ESTIMATED TOTAL ANNUAL TEST** volume for all PPM tests performed \_\_\_\_\_

For laboratories applying for certificate of compliance or certificate of accreditation, also include PPM test volume in the specialty/subspecialty category and the "total estimated annual test volume" in section VIII.

☒ Check if no PPM tests are performed

If additional space is needed, check here ☐ and attach additional information using the same format.

## VIII. NON-WAIVED TESTING (Including PPM testing if applying for a Certificate of Compliance or Accreditation)

If you perform testing other than or in addition to waived tests, complete the information below. If applying for one certificate for multiple sites, the total volume should include testing for ALL sites.

Place a check (✓) in the box preceding each specialty/subspecialty in which the laboratory performs testing. Enter the estimated annual test volume for each specialty. Do not include testing not subject to CLIA, waived tests, or tests run for quality control, calculations, quality assurance or proficiency testing when calculating test volume. (For additional guidance on counting test volume, see the instructions included with the application package.)

If applying for a Certificate of Accreditation, indicate the name of the Accreditation Organization beside the applicable specialty/subspecialty for which you are accredited for CLIA compliance. (The Joint Commission, AOA, AABB, CAP, COLA or ASHI)

SPECIALTY / SUBSPECIALTY	ACCREDITING ORGANIZATION	ANNUAL TEST VOLUME	SPECIALTY / SUBSPECIALTY	ACCREDITING ORGANIZATION	ANNUAL TEST VOLUME
<b>HISTOCOMPATIBILITY 010</b>			<b>HEMATOLOGY 400</b>		
<input type="checkbox"/> Transplant			<input type="checkbox"/> Hematology		
<input type="checkbox"/> Nontransplant			<b>IMMUNOHEMATOLOGY</b>		
<b>MICROBIOLOGY</b>		2050	<input type="checkbox"/> ABO Group & Rh Group 510		
<input checked="" type="checkbox"/> Bacteriology 110			<input type="checkbox"/> Antibody Detection (transfusion) 520		
<input checked="" type="checkbox"/> Mycobacteriology 115			<input type="checkbox"/> Antibody Detection (nontransfusion) 530		
<input type="checkbox"/> Mycology 120			<input type="checkbox"/> Antibody Identification 540		
<input type="checkbox"/> Parasitology 130			<input type="checkbox"/> Compatibility Testing 550		
<input checked="" type="checkbox"/> Virology 140			<b>PATHOLOGY</b>		
<b>DIAGNOSTIC IMMUNOLOGY</b>		115	<input type="checkbox"/> Histopathology 610		
<input checked="" type="checkbox"/> Syphilis Serology 210			<input type="checkbox"/> Oral Pathology 620		
<input checked="" type="checkbox"/> General Immunology 220			<input type="checkbox"/> Cytology 630		
<b>CHEMISTRY</b>			<b>RADIOBIOASSAY 800</b>		
<input type="checkbox"/> Routine 310			<input type="checkbox"/> Radiobioassay		
<input type="checkbox"/> Urinalysis 320			<b>CLINICAL CYTOGENETICS 900</b>		
<input type="checkbox"/> Endocrinology 330			<input type="checkbox"/> Clinical Cytogenetics		
<input type="checkbox"/> Toxicology 340			<b>TOTAL ESTIMATED ANNUAL TEST VOLUME:</b>		2165

**IX. TYPE OF CONTROL (check the one most descriptive of ownership type)****VOLUNTARY NONPROFIT**

- ☐ 01 Religious Affiliation  
☐ 02 Private Nonprofit  
☐ 03 Other Nonprofit

(Specify)

**FOR PROFIT**

- ☐ 04 Proprietary

**GOVERNMENT**

- ☐ 05 City  
☒ 06 County  
☐ 07 State  
☐ 08 Federal  
☐ 09 Other Government

(Specify)

**X. DIRECTOR AFFILIATION WITH OTHER LABORATORIES**

If the director of this laboratory serves as director for additional laboratories that are separately certified, please complete the following:

CLIA NUMBER	NAME OF LABORATORY
05D0644185	Sacramento County Public Health Laboratory

**ATTENTION: READ THE FOLLOWING CAREFULLY BEFORE SIGNING APPLICATION**

Any person who intentionally violates any requirement of section 353 of the Public Health Service Act as amended or any regulation promulgated thereunder shall be imprisoned for not more than 1 year or fined under title 18, United States Code or both, except that if the conviction is for a second or subsequent violation of such a requirement such person shall be imprisoned for not more than 3 years or fined in accordance with title 18, United States Code or both.

Consent: The applicant hereby agrees that such laboratory identified herein will be operated in accordance with applicable standards found necessary by the Secretary of Health and Human Services to carry out the purposes of section 353 of the Public Health Service Act as amended. The applicant further agrees to permit the Secretary, or any Federal officer or employee duly designated by the Secretary, to inspect the laboratory and its operations and its pertinent records at any reasonable time and to furnish any requested information or materials necessary to determine the laboratory's eligibility or continued eligibility for its certificate or continued compliance with CLIA requirements.

SIGNATURE OF OWNER/DIRECTOR OF LABORATORY (Sign in ink)

DATE



2/5/2018

**NOTE: Completed 116 applications must be sent to your local State Agency.**

**SEE ATTACHED LIST OF STATE AGENCY CONTACT INFORMATION.**

<http://www.cms.gov/Regulations-and-Guidance/Legislation/CLIA/Downloads/CLIASA.pdf>

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0581. The time required to complete this information collection is estimated to average 30 minutes to 2 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, Attn: PRA Reports Clearance Officer, 7500 Security Boulevard, Baltimore, Maryland 21244-1850.

## THE CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA) APPLICATION (FORM CMS-116)

### INSTRUCTIONS FOR COMPLETION

CLIA requires every facility that tests human specimens for the purpose of providing information for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of, a human being to meet certain Federal requirements. If your facility performs tests for these purposes, it is considered, under the law, to be a laboratory. CLIA applies even if only one or a few basic tests are performed, and even if you are not charging for testing. In addition the CLIA legislation requires financing of all regulatory costs through fees assessed to affected facilities.

The CLIA application (Form CMS-116) collects information about your laboratory's operation which is necessary to determine the fees to be assessed, to establish baseline data and to fulfill the statutory requirements for CLIA. This information will also provide an overview of your facility's laboratory operation. All information submitted should be based on your facility's laboratory operation as of the date of form completion.

**NOTE: WAIVED TESTS ARE NOT EXEMPT FROM CLIA. FACILITIES PERFORMING ONLY THOSE TESTS CATEGORIZED AS WAIVED MUST APPLY FOR A CLIA CERTIFICATE OF WAIVER.**

**NOTE: Laboratory directors performing non-waived testing (including PPM) must meet specific education, training and experience under subpart M (42 CFR PART 493) of the CLIA requirements. Proof of these requirements for the laboratory director must be submitted with the application. Information to be submitted with the application include:**

- Verification of State Licensure, as applicable
- Documentation of qualifications:
  - Education (copy of Diploma, transcript from accredited institution, CMEs),
  - Credentials, and
  - Laboratory experience.

Individuals who attended foreign schools must have an evaluation of their credentials determining equivalency of their education to education obtained in the United States. Failure to submit this information will delay the processing of your application.

**ALL APPLICABLE SECTIONS MUST BE COMPLETED. INCOMPLETE APPLICATIONS CANNOT BE PROCESSED AND WILL BE RETURNED TO THE FACILITY. PRINT LEGIBLY OR TYPE INFORMATION.**

#### I. GENERAL INFORMATION

For an initial applicant, check "initial application". For an initial survey or for a recertification, check "survey". For a request to change the type of certificate, check "change in certificate type" and provide the effective

date of the change. For all other changes, including change in location, director, lab closure, etc., check "closure/other changes" and provide the effective date of the change.

**CLIA Identification Number:** For an initial applicant, the CLIA number should be left blank. The number will be assigned when the application is processed. For all other applicants, enter the 10 digit CLIA identification number already assigned and listed on your CLIA certificate.

**Facility Name:** Be specific when indicating the name of your facility, particularly when it is a component of a larger entity, e.g., respiratory therapy department in XYZ Hospital. For a physician's office, this may be the name of the physician. **NOTE:** the information provided is what will appear on your certificate.

**Physical Facility Address:** This address is mandatory and must reflect the physical location where the laboratory testing is performed. The address may include a floor, suite and/or room location, but cannot be a Post Office box or Mail Stop.

If the laboratory has a separate mailing and/or corporate address (from the Facility Address), please complete the appropriate sections on the form.

**Mailing Address:** This address is optional and may be used if the laboratory wants to direct the mailing of the CLIA fee coupon and/or CLIA certificate to an alternate location, such as an accounts payable office. A Post Office box number or Mail Stop number may be used as part of the Mailing Address for this section.

**Corporate Address:** This address is optional and may be used if the laboratory wants to direct the mailing of the CLIA fee coupon and/or CLIA certificate to another location, such as, the main headquarters or home office for the laboratory. A Post Office box number or Mail Stop number may be used as part of the Corporate Address for this section.

**Form Mailing:** Select the address (Physical, Mailing, Corporate) where the CLIA fee coupon and CLIA certificate are to be mailed.

**For Office Use Only:** The date received is the date the form is received by the state agency or CMS regional office for processing.

#### II. TYPE OF CERTIFICATE REQUESTED

Select your certificate type based on the highest level of test complexity performed by your laboratory. A laboratory performing non-waived tests can choose Certificate of Compliance or Certificate of Accreditation based on the agency you wish to survey your laboratory.

When completing this section, please remember that a facility holding a: **Certificate of Waiver** can only perform tests categorized as waived;\*

- **Certificate for Provider Performed Microscopy Procedures (PPM)** can only perform tests categorized as PPM, or tests categorized as PPM and waived tests;\*
- **Certificate of Compliance** can perform tests categorized as waived, PPM and moderate and/or high complexity tests provided the applicable CLIA quality standards are met following a CLIA survey; and
- **Certificate of Accreditation** can perform tests categorized as waived, PPM and moderate and/or high complexity non-waived tests provided the laboratory is currently accredited by an approved accreditation organization. (If your CMS-approved accreditation organization is not listed, contact your local State Agency for further instructions.)

\*A current list of waived and PPM tests may be obtained from your State agency. Specific test system categorizations can also be found on the Internet at: <http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfCLIA/clia.cfm>.

### **III. TYPE OF LABORATORY**

Select the type that is most descriptive of the location where the laboratory testing is performed.

If selecting 'mobile laboratory' (code 19), a mobile laboratory is defined as a movable, self-contained operational laboratory with its own personnel, equipment, and records. For record keeping purposes, include, on a separate sheet of paper, the vehicle identification numbers (VINs) of all vehicles used for mobile laboratory testing.

If selecting 'physician office' (code 21), also answer a related question regarding 'shared labs'.

A shared laboratory is when two or more sole practicing physicians collectively pool resources to fund one laboratory's operations. The definition of a shared laboratory may also include two or more physician group practices that share the expenses for the laboratory's operation.

If selecting 'Practitioner Other' (code 22), this type includes practitioners such as, dentists, chiropractors, etc.

### **IV. HOURS OF ROUTINE OPERATION**

Provide only the times when actual laboratory testing is performed in your facility. Please use the HH:MM format and check box marked '24/7' if laboratory testing is performed continuously, e.g., 24 hours a day, 7 days a week. Do not use military time.

### **V. MULTIPLE SITES**

You can only qualify for the multiple site provision (more than one site under one certificate) if you meet one of the CLIA requirements described in 42 CFR 493.493.35(b)(1-3), 493.43(b)(1-3) and 493.55(b)(1-3). Hospice and HHA could qualify for an exception.

### **VI. WAIVED TESTING**

Indicate the estimated total annual test volume for all waived tests performed. List can be found at: <http://www.cms.gov/CLIA/downloads/waivetbl.pdf>

### **VII. PPM TESTING**

Indicate the estimated total annual test volume for all PPM tests performed. List can be found at: <http://www.cms.gov/clia/downloads/ppmp.list.pdf>

### **VIII. NON-WAIVED TESTING (INCLUDING PPM)**

The total Estimated Annual Test volume in this section includes all non-waived testing, including PPM tests previously counted in section VII. Follow the specific instructions on page 3 of the Form CMS-116 when completing this section for test counting information. (Note: The Accrediting Organization column should reflect accreditation information for CLIA purposes only; e.g., CAP, etc.).

### **IX. TYPE OF CONTROL**

Select the type of ownership or control which most appropriately describes your facility.

### **X. DIRECTOR OF ADDITIONAL LABORATORIES**

List all other facilities for which the director is responsible and that are under different certificates. Note that for a Certificate of PPM, Certificate of Compliance or Certificate of Accreditation, an individual can only serve as the director for no more than five certificates.

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Once the completed Form CMS-116 has been returned to the applicable State agency and it is processed, a fee remittance coupon will be issued. The fee remittance coupon will indicate your CLIA identification number and the amount due for the certificate, and if applicable the compliance (survey) or validation fee. If you are applying for a Certificate of Compliance or Certificate of Accreditation, you will initially pay for and receive a Registration Certificate. A Registration Certificate permits a facility requesting a Certificate of Compliance to perform testing until an onsite inspection is conducted to determine program compliance; or for a facility applying for a Certificate of Accreditation, until verification of accreditation by an approved accreditation organization is received by CMS.

If you need additional information concerning CLIA, or if you have questions about completion of this form, please contact your State agency.

<http://www.cms.gov/Regulations-and-Guidance/Legislation/CLIA/Downloads/CLIASA.pdf>

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**VIII. NON-WAIVED TESTING**

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**TESTS COMMONLY PERFORMED AND THEIR CORRESPONDING  
LABORATORY SPECIALTIES/SUBSPECIALITIES**

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**HISTOCOMPATIBILITY (010)**

HLA Typing (disease associated antigens)

**MICROBIOLOGY**

**Bacteriology (110)**

Gram Stain

Culture

Susceptibility

Strep screen

Antigen assays (H.pylori, Chlamydia, etc.)

**Mycobacteriology (115)**

Acid Fast Smear

Mycobacterial culture

Mycobacterial susceptibility

**Mycology (120)**

Fungal Culture

DTM

KOH Preps

**Parasitology (130)**

Direct Preps

Ova and Parasite Preps

Wet Preps

**Virology (140)**

RSV (Not including waived kits)

HPV assay

Cell culture

**DIAGNOSTIC IMMUNOLOGY**

**Syphilis Serology (210)**

RPR

FTA, MHATP

**General Immunology (220)**

Allergen testing

ANA

Antistreptolysin O

Antigen/Antibody (hepatitis, herpes, rubella, etc.)

Complement (C3, C4)

Immunoglobulin

HIV

Mononucleosis assay

Rheumatoid factor

Tumor marker (AFP, CA 19-9, CA 15-3, CA 125)\*

\*Tumor markers can alternatively be listed under  
Routine Chemistry instead of General Immunology.

**HEMATOLOGY (400)**

Complete Blood Count (CBC)

WBC count

RBC count

Hemoglobin

Hematocrit (Not including spun micro)

Platelet count

Differential

Activated Clotting Time

Prothrombin time (Not including waived instruments)

Partial thromboplastin time

Fibrinogen

Reticulocyte count

Manual WBC by hemocytometer

Manual platelet by hemocytometer

Manual RBC by hemocytometer

Sperm count

**IMMUNOHEMATOLOGY**

ABO group (510)

Rh(D) type (510)

Antibody screening

Antibody identification (540)

Compatibility testing (550)

**PATHOLOGY**

Dermatopathology

Oral Pathology (620)

PAP smear interpretations (630)

Other Cytology tests (630)

Histopathology (610)

**RADIOBIOASSAY (800)**

Red cell volume

Schilling test

**CLINICAL CYTOGENETICS (900)**

Fragile X

Buccal smear

Prader-Willi syndrome

FISH studies for: neoplastic disorders, congenital disorders  
or solid tumors.

## **CHEMISTRY**

### **Routine Chemistry (310)**

Albumin  
Ammonia  
Alk Phos  
ALT/SGPT  
AST/SGOT  
Amylase  
Bilirubin  
Blood gas (pH, pO<sub>2</sub>, pCO<sub>2</sub>)  
BUN  
Calcium  
Chloride  
Cholesterol  
Cholesterol, HDL  
CK/CK isoenzymes  
CO<sub>2</sub>  
Creatinine  
Ferritin  
Folate  
GGT  
Glucose (Not fingerstick)  
Iron  
LDH/LDH isoenzymes  
Magnesium  
Potassium  
Protein, electrophoresis  
Protein, total  
PSA  
Sodium  
Triglycerides  
Troponin  
Uric acid  
Vitamin B12

### **Endocrinology (330)**

Cortisol  
HCG (serum pregnancy test)  
T3  
T3 Uptake  
T4  
T4, free  
TSH

### **Toxicology (340)**

Acetaminophen  
Blood alcohol  
Blood lead (Not waived)  
Carbamazepine  
Digoxin  
Ethosuximide  
Gentamicin  
Lithium  
Phenobarbital  
Phenytoin  
Primidone  
Procainamide  
NAPA  
Quinidine  
Salicylates  
Theophylline  
Tobramycin  
Therapeutic Drug Monitoring

### **Urinalysis\*\* (320)**

Automated Urinalysis (Not including waived instruments)  
Microscopic Urinalysis  
Urine specific gravity by refractometer  
Urine specific gravity by urinometer  
Urine protein by sulfosalicylic acid

\*\* Dipstick urinalysis is counted in Section VI. WAIVED TESTING

**NOTE:** This is not a complete list of tests covered by CLIA. Other non-waived tests and their specialties/ subspecialties can be found at <http://www.cms.gov/Regulations-and-Guidance/Legislation/CLIA/Downloads/SubjecttoCLIA.pdf> and <http://www.cms.gov/Regulations-and-Guidance/Legislation/CLIA/Downloads/lccodes.pdf>. You may also call your State agency for further information. State agency contact information can be found at: <http://www.cms.gov/Regulations-and-Guidance/Legislation/CLIA/Downloads/CLIASA.pdf>.

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## GUIDELINES FOR COUNTING TESTS FOR CLIA

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- For **histocompatibility**, each HLA typing (including disease associated antigens), HLA antibody screen, or HLA crossmatch is counted as one test.
- For **microbiology**, susceptibility testing is counted as one test per group of antibiotics used to determine sensitivity for one organism. Cultures are counted as one per specimen regardless of the extent of identification, number of organisms isolated and number of tests/procedures required for identification.
- For **general immunology**, testing for allergens should be counted as one test per individual allergen.
- For **hematology**, each measured individual analyte of a **complete blood count** or **flow cytometry** test that is ordered and reported is counted separately. The **WBC differential** is counted as one test.
- For **immunohematology**, each ABO, Rh, antibody screen, crossmatch or antibody identification is counted as one test.
- For **histopathology**, each block (not slide) is counted as one test. Autopsy services are not included. For those laboratories that perform special stains on histology slides, the test volume is determined by adding the number of special stains performed on slides to the total number of specimen blocks prepared by the laboratory.
- For **cytology**, each slide (not case) is counted as one test for both Pap smears and nongynecologic cytology.
- For **clinical cytogenetics**, the number of tests is determined by the number of specimen types processed on each patient; e.g., a bone marrow and a venous blood specimen received on one patient is counted as two tests.
- For **chemistry**, each analyte in a profile counts as one test.
- For **urinalysis**, microscopic and macroscopica examinations, each count as one test. Macroscopics (dipsticks) are counted as one test regardless of the number of reagent pads on the strip.
- For **all specialties/subspecialties**, do not count calculations (e.g., A/G ratio, MCH, T7, etc.), quality control, quality assurance, or proficiency testing assays.

If you need additional information concerning counting tests for CLIA, please contact your State agency.

# BOARD OF SUPERVISORS REGULAR MEETING - April 10, 2018

## 340 Toxicology

- ☐ Acetaminophen \_\_\_\_\_
- ☐ Alcohol, blood \_\_\_\_\_
- ☐ Amikacin \_\_\_\_\_
- ☐ Blood lead \_\_\_\_\_
- ☐ Carbamazepine \_\_\_\_\_
- ☐ Digoxin \_\_\_\_\_
- ☐ Drug screen \_\_\_\_\_
- ☐ Drug confirmation \_\_\_\_\_
- ☐ Ethosuximide \_\_\_\_\_
- ☐ Gentamicin \_\_\_\_\_
- ☐ Lidocaine \_\_\_\_\_
- ☐ Lithium \_\_\_\_\_
- ☐ Phenobarbital \_\_\_\_\_
- ☐ Phenytoin \_\_\_\_\_
- ☐ Primidone \_\_\_\_\_
- ☐ Procainamide (and metabolite) \_\_\_\_\_
- ☐ Quinidine \_\_\_\_\_
- ☐ Salicylates \_\_\_\_\_
- ☐ Theophylline \_\_\_\_\_
- ☐ Tobramycin \_\_\_\_\_
- ☐ Valproic acid \_\_\_\_\_

Annual Volume \_\_\_\_\_

## 400 Hematology

- ☐ Erythrocyte count (RBC) \_\_\_\_\_
- ☐ Hematocrit \_\_\_\_\_
- ☐ Hemoglobin \_\_\_\_\_
- ☐ Leukocyte count (WBC) \_\_\_\_\_
- ☐ Platelet count \_\_\_\_\_
- ☐ Eosinophil count \_\_\_\_\_
- ☐ Automated WBC differential \_\_\_\_\_
- ☐ Manual WBC differential \_\_\_\_\_
- ☐ Retic count \_\_\_\_\_
- ☐ Sick cell \_\_\_\_\_
- ☐ ACT/bleeding time \_\_\_\_\_
- ☐ Factor assay \_\_\_\_\_
- ☐ Fibrinogen \_\_\_\_\_
- ☐ FDP \_\_\_\_\_
- ☐ Partial thromboplastin time (PTT) \_\_\_\_\_
- ☐ Prothrombin time \_\_\_\_\_
- ☐ Thrombin time \_\_\_\_\_
- ☐ Sedimentation rate \_\_\_\_\_
- ☐ Semen analysis \_\_\_\_\_
- ☐ CSF/body fluid counts \_\_\_\_\_

Annual Volume \_\_\_\_\_

## 510 ABO and Rh type

- ☐ ABO group \_\_\_\_\_
- ☐ D(Rho) type \_\_\_\_\_

Annual Volume \_\_\_\_\_

## 520 Ab detection transfusion

- ☐ Unexpected antibody detection \_\_\_\_\_

Annual Volume \_\_\_\_\_

## 530 Ab detection nontransfusion

- ☐ Unexpected antibody detection \_\_\_\_\_

Annual Volume \_\_\_\_\_

## 540 Antibody ID

- ☐ Antibody identification \_\_\_\_\_

Annual Volume \_\_\_\_\_

## 550 Compatibility testing

Annual Volume \_\_\_\_\_

## 610 Histopathology

Annual Volume \_\_\_\_\_

## 620 Oral pathology

Annual Volume \_\_\_\_\_

## 630 Cytology

Annual Volume \_\_\_\_\_

## 800 Radiobioassay

- ☐ Schilling test \_\_\_\_\_
- ☐ Blood volume \_\_\_\_\_

Annual Volume \_\_\_\_\_

## 900 Clinical cytogenetics

- ☐ Cytogenetics \_\_\_\_\_
- ☐ Molecular diagnostics \_\_\_\_\_

Annual Volume \_\_\_\_\_

List all other tests performed and annual test volume.

QuantiFERON In-tube Gold - 100

This statement to be signed by owner or person legally authorized to bind the owner and the laboratory director.

I declare under penalty of perjury that foregoing statements are true and correct.

Director signature

*Anthony H. Gonzalez*

Name (typed)

Anthony Gonzalez

Date

2/5/2018

Owner signature

Name (typed)

Les Baugh Chairman

Date

Board of Supervisors

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Health and Human Services-10.

**SUBJECT:**

Extend term for Far Northern Regional Center one time funding in order to meet the Federal Centers for Medicare and Medicaid Services (CMS) Home and Community-Based Services regulations for consumers.

**DEPARTMENT:** Health and Human Services Agency-Regional Services

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to revenue agreement, No. PS-2139, with the Far Northern Regional Center to enable the Health and Human Services Agency-Regional Services-Opportunity Center providing services in the community to become compliant with new federal Home and Community Based Services regulations extending the end date of the term from June 30, 2018 to June 30, 2019, and retaining the maximum compensation not to exceed \$264,140.

**SUMMARY**

The Health and Human Services Agency (HHSA) Regional Services, Opportunity Center (OC) provides a variety of rehabilitation services including supported employment. In January 2014, the Federal Centers for Medicare & Medicaid Services issued final regulations that require Federal Home and Community-Based Services (HCBS) Medicaid funded services and supports to be provided in settings that are integrated in the community rather than center based.

**DISCUSSION**

On October 10, 2017, the Board approved an agreement between the Health and Human Services Agency (HHSA) Regional Services, Opportunity Center (OC) and Far Northern Regional Center (FNRC). In recognition that service providers would need to modify services to be compliant with these new federal requirements, the State 2016 Budget Act (SB 826) contained \$15 million to fund providers to make changes to provide services that are in compliance with the HCBS rules by March 2019. The Shasta County OC submitted a grant proposal to access this new FNRC funding and was awarded \$264,140 to assist the program to start providing services in the community, rather than at the center, in compliance with the new federal regulations. The OC Work Activity Program had five staff responsible for 80 on-site clients who perform assembly, packaging, and shredding services for the community. Additional staff, technology to improve client skills and manage information, and

vehicles are necessary to transport clients out into the community as envisioned by the new HCBS rules. To meet the community integration requirements for the Work Activity Program, funds from the FNRC grant will be directed toward increased supervisory personnel, additional vehicles, and other aids. These resources will allow the OC clients to perform work activities or educational activities in the community, as mandated by the new requirements.

The OC was not able to spend all the funding this fiscal year due to the lengthy process of recruiting and hiring new staff. FNRC has approved extending the end date through June 30, 2019, for the OC to spend the monies awarded. All major equipment and vehicle purchases in the HCBS grant will have been completed by June 30, 2018 while the majority of the staff and administrative funding will be spent next fiscal year.

**ALTERNATIVES**

The Board could choose not to approve the amendment.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

There is no General Fund impact from the recommended action. Associated expenditures and revenues will be included in the Fiscal Year 2018-19 budget requests.

**ATTACHMENTS:**

Description	Upload Date	Description
Amendment	4/2/2018	Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
FAR NORTHERN REGIONAL CENTER  
AND  
THE COUNTY OF SHASTA**

This First Amendment is entered into between Far Northern Regional Center ("FNRC") and the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Regional Services Branch, Opportunity Center ("Contractor").

**RECITALS**

WHEREAS, FNRC and Contractor have previously entered into an agreement on October 10, 2017 effective July 1, 2017 to provide Transportation Services ("Agreement");

WHEREAS, FNRC and Contractor desire to amend this Agreement to extend the term for one additional year through June 30, 2019;

NOW, THEREFORE, the Agreement is amended as follows:

**I. RECITALS**

Contractor operates, through its Opportunity Center, a Work Activity Program ("Program") that is funded to serve FNRC's adult consumers "(Consumers)". The Program's primary worksite is located at 1265 Redwood Boulevard, Redding, California.

FNRC is a private, non-profit agency that provides case management services to persons with developmental disabilities in the Counties of Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity.

Contractor provides, through its Program, a variety of habilitation services including supported employment. In order to meet the requirements of the federal Centers for Medicare and Medicaid Services (CMS) Home and Community-Based Services (HCBS) final regulations, FNRC agrees to fund a one-time grant as authorized by the Department of Developmental Services (DDS) as prescribed below.

Subject to the provisions for termination contained herein, the terms of this Agreement shall be from July 1, 2017 through June 30, 2019.

The Parties mutually agree to the following terms:

- II. Attachment A**, attached to the Agreement, is replaced with **Attachment A-1**, and attached and incorporated herein.

All references in the Agreement to **Attachment A**, shall be construed as references to **Attachment A-1**.

**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 FNRC and Contractor.

**V. EFFECTIVE DATE**

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

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, FNRC 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: \_\_\_\_\_

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

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

By: Alan B. Cox 3/26/18  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 03/26/18  
James Johnson  
Risk Management Analyst

**FAR NORTHER REGIONAL CENTER**

By: Laura Larsen 3/30/18  
Laura Larsen  
Executive Director

Contract No. PS-2139  
Vendor No. HF0201  
Service Code 954

**ATTACHMENT A-1**

Vendor and vendor number	Shasta County Opportunity Center Vendor #HF0201
Primary regional center	Far Northern Regional Services
Service type and code	954 Work Activity Program
No. of consumers currently serving	There are approximately 80 clients in the Work Activity Program.
Barriers to compliance with the HCBS rules and/or project implementation	The Shasta County Opportunity Center Work Activity Program currently has five staff responsible for 80 on-site clients who perform assembly, packaging, and shredding services for the community. Additional staff, technology to improve client skills and manage information, and vehicles are necessary to transport clients out into the community as envisioned by the new HCBS rules. The Opportunity Center is excited to transition clients into the Community Integration Training program but lacks resources for additional personnel and means of transporting clients into the community in groups of two to four.
Narrative/description of the project. Identify which HCBS federal requirements are currently out of compliance; include justification for funding request	<p>The current Work Activity Program is not compliant with being integrated in the community so to meet this requirement the program needs to transition to community integration training program. Due to lack of staff and inadequate transportation, clients are currently unable to be transported out of the Opportunity Center to perform work activities or educational activities in the community as mandated by the new requirements. However, with increased personnel and additional vehicles and other aids as set forth below, clients will be transported to various sites in the community individually and in small groups of two to four to acquire skills and knowledge to assist them to integrate into the community. The necessary staff and equipment to provide services in an integrated community setting include:</p> <p>Two and half new Opportunity Center staff employees (two full-time Employment Services Instructors, one half-time Job Developer funded for 12 months)</p> <p>Administrative costs of 15% of staff salaries for oversight and administration of the program in accordance with State guidelines.</p> <p>One crew cab truck and one sedan for transporting clients within the community.</p> <p>Cloud based Case Management &amp; Department of Labor compliant Client Payroll system (VERTEX) to provide services in a community setting while allowing real time access by staff to secured case information, case plans &amp; provide ability to enter data in a HIPAA compliant system within the community setting.</p> <p>Training Software: Reliant Learning software for providing developmentally disabled population specific courses to staff and clients within an integrated community setting.</p> <p>Nine iPads and four MS Surface Pro 4 with protective covers and chargers to access training software in the community and participate in community employment preparation activities.</p> <p><u>Community Service Volunteerism</u> – Clients would be available to staff informational booths for local civic and charity events. A sedan and crew cab truck.</p> <p>Up to nine clients at a time and four staff, in separate groups will need nine data-connected iPads and four Microsoft surface Pro laptops with remote access to software system in order to track client educational progress and safeguard confidential information and access emergency information (staff)</p>

	<p>and to access online vocational training courses, conduct employment research, complete applications and develop resumes (clients). Nine data-connected iPads and four MS Surface Pro notebooks for clients and staff with software and protective cases.</p> <p><u>Vocational Training</u> – To build skills for community integration, clients will be available to perform volunteer work to add to their experience and foster community engagement and awareness. Clients will do job exploration at local employers businesses, work on vocational coursework in a community integrated setting (Starbucks, Library, Smart Center, Shasta Senior Nutritional Center). With appropriate tablet-loaded training software, clients would also train under supervision. Nine data-connected tablets and four notebooks for clients and staff with software and cases.</p> <p>The Opportunity Center (OC) will also partner with other County Programs &amp; utilize other County buildings to provide technology training as well as software driven modules for vocational skills building. We will use a software program for self-paced vocational skill building; The County currently has this software available to the OC at no charge to the OC.</p> <p><u>Training on Person Centered Home and Community Based Services</u>  Client training in an integrated community setting: Online software based training with current curriculum specific to serving the developmentally disabled population. Software suite includes person centered planning, community based services, Autism and other fundamental courses. The courses will be taken on tablets by clients to increase their understanding, provide relevant feedback on service delivery methods and open discussions on personal growth with behaviors, personal goals, expectations and barriers. This will promote client self-advocacy for services received.</p> <p>New Staff training: Online software based training with current curriculum specific to serving the developmentally disabled population. Software suite includes person centered planning, community based services, Autism and other fundamental courses for staff.</p> <p>Continuing Education of staff: More experienced staff would receive refresher trainings as well as more advance courses in Autism, Behavior modification and Federal/ State regulations for services. Reliant Learning Systems.</p> <p><u>This training system will ensure competency based learning for meeting outcomes and providing services in compliant and supportive manner.</u></p> <p><u>Self-Advocacy Track</u>  Community presentations: Clients would make presentations to the community, such as the Redding Chamber of Commerce Greeters and various customer service events by serving as hosts/hostesses. Some local events identified include People First, Stand Against Stigma, "Just Like You," Think Pink, Shascom Emergency, the Lions, the annual Crab Feed, Moose, Elks and Senior Center events, IOOF Hall, drug abuse awareness programs, Shasta County Public Health community awareness, Communicable Disease awareness and the D.A.P. program.</p> <p>Socialization training: Clients will build skills in interacting with the public, including etiquette, appropriate talk/conversation in public, appropriate behavior, and public skills. Dress, grooming, and hygiene training may be included to facilitate clients' integration into the community.</p> <p><u>Health &amp; Wellness Track:</u>  Clients will receive trainings in integrated community settings that promote healthy lifestyles, resiliency building and visiting community health and wellness providers. The Opportunity Center's Job Developer will provide instructor-lead discussions on individual and group understanding of health and wellness in their life as well as discussion of barriers on what obstacles exist for improving health and wellness.</p> <p>Clients will participate in vegetable gardening that has been established at community locations via a partnership with other County Programs. Clients will participate in ongoing education for effective coping skills, revitalization and healthy lifestyles</p>
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Estimated budget; identify all major costs and benchmarks	<b>Resources needed:</b>	
	<b>Projected Cost</b>	<b>Description</b>
	\$146,635.00	2.5 new Opportunity Center staff employees (2 Employment Services Instructors, 1 half time Job Developer funded for 12 months) Cost includes wages and benefits.
	\$21,995.25	Administrative costs of 15% of staff salaries for oversight and administration of the program in accordance with State guidelines.
	\$55,000.00	1 crew cab truck, 1 sedan for transporting clients within the community.
	\$39,882.00	Cloud based Case Management & Department of Labor compliant Client Payroll system (VERTEX) to provide services in a community setting while allowing real time access by staff to secured case information, case plans & provide ability to enter data in a HIPAA compliant system within the community setting.
		Training Software: Reliant Learning software for providing the developmentally disabled population specific courses to staff and clients within an integrated community setting.
	\$7,910.20	Nine iPads and four MS Surface Pro 4 with protective covers and chargers to access training software in the community and participate in community employment preparation activities.
	\$271,422.45	Grant approved funding is \$264,140 and Contractor's funds will be used for project expenditures above the grant total.
Estimated timeline for the project	Project will be implemented within 30 days of fully executed agreement from July 1, 2017 through June 30, 2019. Future grant opportunities will be pursued to extend the timeline of this project.	
Expected Outcomes	Up to 12 clients per day will be engaged in HCBS compliant community based activities. Client input will be used extensively to determine educational progress and preferences for community based learning and activities that provide the best outcomes, including competitive integrated employment.	
Project Milestones	Staffing and administrative costs will be invoiced monthly. Technology will be purchased via the County I.T. department which complies with State procurement requirements. Technology purchases will be invoiced within 30 days of purchase. Vehicles will be purchased via the County Fleet Department which complies with State procurement requirements. Mileage will be invoiced within 30 days of travel. A monthly summary of program participants and community based activities will be provided to document progress on multiple tracks including Community Service, Vocational Training, Person Centered Training, Self-Advocacy, and Health & Wellness.	

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Health and Human Services-11.

**SUBJECT:**

Far Northern Regional Center Funded Job Developer Position for the Opportunity Center

**DEPARTMENT:** Health and Human Services Agency-Regional Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Melissa Janulewicz, Branch Director, (530) 245-7638

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign a revenue agreement with Far Northern Regional Center (FNRC) in an amount not to exceed \$5,435.55 per month to provide reimbursement for one Full-time Job Developer to provide services to FNRC clients receiving services at the Opportunity Center for the period date of signing through September 30, 2019.

**SUMMARY**

N/A

**DISCUSSION**

Far Northern Regional Center has requested service providers perform Job Development activities for FNRC clients and has offered funding to provide these activities. A new internship program funded by the California Department of Developmental Services via Regional Centers has created a need for these services. The funded position is expected to: develop local business relationships to provide employment opportunities, provide employment preparation and development to FNRC clients, and provide job retention coaching when client employment is obtained. The Opportunity Center currently performs this service for the California Department of Rehabilitation and has experience providing these services.

Approval of this revenue agreement would provide funding for a Job Developer position at the Opportunity Center specifically to provide services to FNRC clients. The Opportunity Center Job Developers currently perform these functions for clients of the Department of Rehabilitation. Approval of this agreement would extend these services to developmentally disabled adult clients of Far Northern Regional Center.

**ALTERNATIVES**

The Board could choose not to approve the agreement.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The Opportunity Center (OC) budget does not receive any County General Funds. Appropriations and revenue associated with this agreement and position were included in the OC’s 2017-18 Fiscal Year Adopted Budget. No County General Funds are requested.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	4/2/2018	Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA  
AND  
FAR NORTHER REGIONAL CENTER**

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 Far Northern Regional Center, a private, non-profit agency ("FNRC"), (collectively, the "Parties" and individually a "Party"), for the purpose of funding of a Job Developer Position within the Regional Services Branch for the Opportunity Center.

**Section 1.     RESPONSIBILITIES OF FNRC.**

A. Pursuant to the terms and conditions of this agreement, FNRC shall:

- (1) Compensate County as prescribed in sections 3 and 4 of this agreement.
- (2) Monitor County's performance to assure compliance with the terms, conditions, and specifications of this agreement.
- (3) Refer a maximum of six FNRC clients to be served at one time by County Job Developer.

**Section 2.     RESPONSIBILITIES OF COUNTY.**

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

- (1) Provide Job Developer services to work in accordance with the duties outlined in **FNRC – Job Developer Scope of Work, ATTACHMENT A**, attached and incorporated herein.

**Section 3.     COMPENSATION.**

A. FNRC shall pay County \$65,226.60 for the services described in this agreement. Under no circumstances will the total compensation payable under this agreement exceed \$65,226.60.

**Section 4.     BILLING AND PAYMENT.**

- A. Payment for this agreement shall be made by FNRC by check and made payable to County within 10 days of the close of billing, which is the fifth day of the month following the month of service (or the next working day if the fifth is a weekend or holiday).
- B. Payment for this agreement shall be paid at \$5,435.55 per month.
- C. County shall submit a monthly invoice to FNRC for Job Developer's services in the preceding month.

**Section 5.     TERM OF AGREEMENT.**

A. This agreement shall commence as of the last date it has been signed by all Parties and shall end September 30, 2019.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If either Party materially fails to perform its responsibilities under this agreement to the satisfaction of the other Party, or if either Party fails to fulfill in a timely and professional manner its responsibilities under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the other Party shall have the right to terminate this agreement for cause effective immediately upon that Party giving written notice thereof to the other Party.
- B. County may terminate this agreement without cause on 30 days written notice to FNRC.
- C. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- D. County's right to terminate this agreement may be exercised by County's Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director.
- E. If this agreement is terminated, County shall be paid for services 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. The Parties shall be entitled to no other benefits other than those specified herein. The Parties specifically acknowledges that in entering into and executing this agreement, The Parties 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 FNRC 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. EMPLOYMENT STATUS OF COUNTY.**

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

**Section 9. INDEMNIFICATION.**

Each Party shall indemnify and hold harmless the other Party, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of indemnifying Party or any of indemnifying Party's subcontractors, any person employed under indemnifying Party, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to 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, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the other Party. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 10. INSURANCE COVERAGE.**

- A. FNRC understands, acknowledges, agrees, and County warrants it is self-insured with respect to its automobile and general liability exposures and shall remain self-insured throughout the term of this agreement. At the written request of FNRC, County shall provide to FNRC a certificate of self-insurance.
- B. County shall, at all times, maintain workers' compensation insurance covering all persons providing services under this agreement.
- C. The limits of County's insurance coverage shall not be construed as limiting in any manner any obligation assumed by County in its performance of this agreement.

**Section 11. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed or if any lawsuit is instituted concerning either Party's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the other Party, prompt and timely notice shall be given to the other Party. 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,
- 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 12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Both Parties 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. Both Parties 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. FNRC represent that they are in compliance with and agree that they 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. In addition to any other provisions of this agreement, FNRC shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of their noncompliance with the provisions of this section.

**Section 13. CONFIDENTIALITY OF CLIENT INFORMATION.**

During the term of this agreement, either Party may have access to Consumer (As defined in Welfare and Institutions Code section 4512(d)). Information and records are confidential pursuant to Welfare and Institutions Code section 4514. Both Parties agrees to provide adequate precautions to protect the confidentiality of such Consumer information in accordance with Welfare and Institutions Code section 4512, 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 13. LICENSES AND PERMITS.**

Both Parties 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 14. PERFORMANCE STANDARDS.**

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

**Section 15. 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  
   HHSA Regional Services Branch  
   Attn: Contracts Unit  
   1506 Market Street  
   Redding, CA 96001-1023  
   Phone: 530-229-8319  
   Fax: 530-225-5245

If to FNRC:                        Executive Director  
   Far Northern Regional Center  
   P.O. Box 492418  
   Redding, CA 96049-2418  
   Phone: (530) 222-4791

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 16.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 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. SERVABILITY.**

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.

***[SIGNATURE PAGE FOLLOWS]***

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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

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

By: Alan B. Cox 3/26/18  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 03/26/18  
James Johnson  
Risk Management Analyst

**FNRC**

Date: 3/30/18

Laura Larsen  
Laura Larsen  
Executive Director

Tax I.D.#: \_\_\_\_\_ on file

**Attachment A**

**FNRC – Job Developer -Scope of Work**

**Employment Services:** These services will be provided by the OC as a part of the contract and upon receipt of authorization by FNRC for each individual client participant.

1. **Employment Preparation:** Group meetings between authorized clients and Job Developer, on a regular basis. These meetings will occur weekly for 1-3 hour sessions and will provide social skills and job seeking skills related to preparing to enter a community work setting. The areas to be addressed will be:
  - a. Individualized job specific resumes.
  - b. Individualized master and job specific applications with cover letters.
  - c. Conducting and providing feedback on job specific mock interviews.
  - d. Provide local labor market information.
  - e. Advise on appropriate and expected work behaviors/etiquette.
  - f. Research and provide feedback on local labor market needs to each specific client's vocational plan.
  - g. Advise, assist, and action plan for individualized barriers to community employment.
2. **Job Development and Placement:** Creating and maintaining partnerships between community employers, program and clients that will create employment opportunities and match clients to available opportunities.
  - a. Assist clients in conducting appropriate job searches.
  - b. Assist in utilizing electronic devices to job search, apply for and research community employment services.
  - c. Network with other vocational programs to enhance employment development opportunities.
  - d. Identify potential employers for client placements.
  - e. Contacting potential employers and promote clients and program benefits.
  - f. Referring clients to potential employers.
  - g. Assist in completion of applications.
  - h. Assist in preparing for potential interviews.
  - i. Assist in transporting to local employers related to employment opportunities.
  - j. Provide client and employer follow up on contacts made and solicit feedback to improve services.
  - k. Upon a job offer being made: provide support and barrier remediation for acceptance needs such as: clothing, transportation, pre-task coaching, assistive devices or other needs.

3. **Employment Retention:** Maintaining contact and providing assistance to consumers and employers to facilitate retention of employment placements during the first 30 days of employment.
  - a. Provide services for up to 10 clients per month. Additional retention needs for clients over the 10 per month level would be addressed by individual authorizations for Individual placement services to appropriate service providers. Individual Placement job coaching needs beyond 30 days would be addressed by individual authorizations for Individual placement services to appropriate service providers.
  - b. A minimum of two in person contacts and two phone contacts with clients and employers during the first 30 days of employment. Will increase as needed based upon individual employer and client needs
  - c. Communicate with FNRC point of contact to discuss and coordinate additional service needs upon identification.
  - d. Assist in providing client all necessary minimal supports (positive reinforcement, job coaching, and redirection towards goals) at least twice a month per client. If the need is for more than three times a month, this is to be discussed with FNRC point of contact as more direct job coaching may be needed & FNRC may approve additional job coaching through other providers or agreements.
  - e. Provide FNRC with a monthly progress report of contacts made, current areas of need, successes and any concerns on individual clients whose placement retention is in jeopardy.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Health and Human Services-12.

**SUBJECT:**

Second Amendment to the Agreement with City of Shasta Lake to administer City's Housing Rehabilitation Program

**DEPARTMENT:** Housing and Community Action Programs

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Laura Burch, Director of Housing/Community Action Programs (530) 225-5160

**STAFF REPORT APPROVED BY:** Laura Burch, Director of Housing/Community Action Programs

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment, effective the date of signing, to the agreement with the City of Shasta Lake to administer a housing rehabilitation program within the city limits of the City of Shasta Lake to extend the term through June 30, 2018.

**SUMMARY**

Approval of the recommendation would allow the Department of Housing and Community Action Programs (Department) to continue to administer a housing rehabilitation program (Program) for an additional six-month period.

**DISCUSSION**

The City of Shasta Lake (City) applied to the California Department of Housing and Community Development (HCD) for Community Development Block Grant (CDBG) funds to provide financial assistance to property owners to rehabilitate substandard homes. The City's grant application was successful. The City executed State of California Standard Agreement 14-CDBG-9887 for receipt of grant funds. The Department functions as the Program operator.

The Board approved the original agreement on June 9, 2015 and the first amendment (to extend the term through December 31, 2017 and decrease the maximum compensation to \$77,261) on June 27, 2017. With approval of the second amendment, Shasta County will continue to operate the Program and assist the City through close out of the grant on June 30, 2018.

**ALTERNATIVES**

The Board could choose to approve a different time period for the contract or not approve the contract amendment with the City of Shasta Lake. These alternatives are not recommended as CDBG funds were awarded by the State of California for this purpose, and it would significantly affect the low-income homeowners.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

CDBG is a federal program that is governed and allocated by the California Department of Housing and Community Development. The federal grant, awarded by HCD, funds all amounts paid to Shasta County by the City of Shasta Lake. There is no additional General Fund impact with approval of this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Amendment 2	3/30/2018	Amendment 2

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
("Agreement") BETWEEN COUNTY OF SHASTA AND CITY OF SHASTA LAKE FOR  
ADMINISTRATION OF THE CITY'S HOUSING REHABILITATION PROGRAM  
FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANT  
STANDARD AGREEMENT NO. 14-CDBG-9887**

WHEREAS, the City of Shasta Lake ("City") and County of Shasta ("County") are parties to a Subrecipient Agreement ("Agreement") dated June 12, 2015, and amended July 6, 2017, for the provision of administering the Housing Rehabilitation Program funded by the State of California Community Development Block Grant Standard Agreement No. 14-CDBG-9887;

NOW, City and County do wish to amend the Agreement and do mutually agree as follows:

- I. Section five (5) of the Agreement, entitled "Term of Agreement," is amended to read as follows:

**5. Term of Agreement**

This Agreement shall commence on June 12, 2015 and shall expire on June 30, 2018, unless otherwise terminated as provided in this Agreement.

**II. REAFFIRMATION**

Unless otherwise amended herein, ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AND AMENDED AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

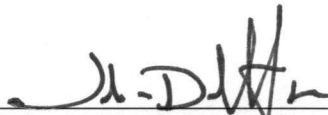
**III. EFFECTIVE DATE**

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

SIGNATURE PAGE FOLLOWS

In Witness Whereof, City and County, by their duly authorized representatives, have executed this Amendment.

**CITY OF SHASTA LAKE**

By:   
John N. Duckett, Jr., City Manager  
City of Shasta Lake

Date: 3/21/2018

**COUNTY OF SHASTA**

By: \_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California


Date: \_\_\_\_\_

ATTEST:

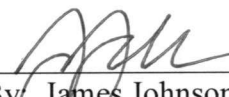
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: Deputy \_\_\_\_\_

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

  
By: Matthew M. McOmber  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

  
By: James Johnson  
Risk Management Analyst III

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Public Works-13.

**SUBJECT:**

2017 Maintained Mileage

**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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Adopt a resolution which certifies that the County maintains 1,189.762 miles of road.

**SUMMARY**

The County maintains about 1,190 miles of road.

**DISCUSSION**

County roads are maintained with gas tax revenues. The County is required to certify the maintained mileage annually (Streets and Highways Code Section 2121). Changes result from annexations, abandonments, corrections, etc. There were no changes to the maintained mileage in 2017.

**ALTERNATIVES**

The Board may decline to certify the mileage. Gas tax revenues may be jeopardized. The Board may elect to add or delete roads. Procedural steps would be entailed. Costs and other liabilities may be incurred.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The Adopted 2017/2018 Road Fund budget includes funds for this activity. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Maintained Mileage 2017 Resolution	3/26/2018	Maintained Mileage 2017 Resolution

**RESOLUTION NO. 2018 -**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CERTIFYING THE AMOUNT OF MAINTAINED MILEAGE  
OF COUNTY ROADS  
ADDED OR EXCLUDED FOR 2017**

**WHEREAS**, Streets and Highways §2121 requires the County of Shasta to submit to the California Department of Transportation, on a yearly basis, any additions or exclusions to its maintained mileage as well as the termini and mileage of each route added or excluded from its maintained roads; and

**WHEREAS**, the total miles of County maintained mileage certified to the California Department of Transportation for 2016 was 1,189.762 miles; and

**WHEREAS**, the County has not changed its system of maintained mileage of County roads since its last certification of maintained mileage to the California Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** that, pursuant to Streets and Highways Code §2121, the Board of Supervisors of the County of Shasta certifies to the California Department of Transportation that the total amount of maintained mileage for year 2017, is 1,189.762 miles.

**DULY PASSED AND ADOPTED** this 10th day of April, 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:** April 10, 2018

**CATEGORY:** Consent - Public Works-14.

**SUBJECT:**

2018 Road Rehabilitation Program

**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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Adopt a resolution which adopts a list of projects for Fiscal Year 2018-19 funded by Senate Bill No. 1 (Beall), *Transportation Funding* (SB 1): The Road Repair and Accountability Act of 2017.

**SUMMARY**

Various road construction projects are proposed.

**DISCUSSION**

Shasta County has a road construction backlog (bridges, shoulders, safety, pavement, etc.). The Road Repair and Accountability Act of 2017 will significantly increase funding for road construction. Shasta County is scheduled to receive approximately \$2 million this fiscal year and \$5 million next year. The annual project list shall be submitted to the California Transportation Commission by May 1, 2018. Expenditures are proposed to match grants (bridges, shoulders, safety, etc.). Remaining funds would be used to overlay major highways. The proposed list is exhaustive and is intended to be parsed for construction in 2018/19.

**ALTERNATIVES**

The Board may elect to modify the proposed list or decline to adopt one. SB 1 funding will be forfeited if a list is not submitted.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Projected SB 1 revenues have been included in the Proposed FY 18/19 Roads budget. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
RMRA 2018 Project List Resolution	4/2/2018	RMRA 2018 Project List Resolution
RMRA 2018 Project List Resolution (Exhibit A)	3/23/2018	RMRA 2018 Project List Resolution (Exhibit A)

**RESOLUTION NO. 2018-**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor on April 28, 2017, in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of Shasta County (the “County”) are aware of the projects proposed for funding in the County and which projects have been completed each fiscal year; and

**WHEREAS**, the County must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, and must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, the County, will receive an estimated \$5,000,000 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

**WHEREAS**, this is the second year in which the County is receiving SB 1 funding and will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the funding from SB 1 will help the County maintain and rehabilitate roads, bridges, add active transportation infrastructure throughout the County this year and similar projects into the future; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the County’s streets and roads are in an “at-risk” condition and this revenue will help the County increase the overall quality of the County’s road system and over the next decade will bring the County’s streets and roads into a “good” condition; and

**WHEREAS**, the SB 1 project list and overall investment in the County’s local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits locally and statewide.

Resolution No. 2018-  
April 10, 2018  
Page 2 of 2

**NOW, THEREFORE IT IS HEREBY RESOLVED** by the Board of Supervisors of the County of Shasta, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2018-19 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues includes, but is not limited to, the projects listed in Exhibit A attached to and made a part of this resolution.

**DULY PASSED AND ADOPTED** this 10th day of April, 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

## Road Maintenance and Rehabilitation Account (RMRA) Project Listing 2018

Shasta County Unincorporated Area

Street	Description	From	To	Schedule for Completion	Estimated Cost	Useful Life
CANYON RD	New asphalt concrete overlay of roadway, restripe, pavement markers	HAPPY VALLEY RD	RDG C/L	Oct 2018	\$300,000	10
CHINA GULCH DR	New asphalt concrete overlay of roadway, restripe, pavement markers	OAK ST	2G09 CANYON RD	Oct 2019	\$700,000	10
FRONT ST	Mill and fill worn pavement, slurry entire roadway, restripe	MAIN ST	1H039 PINE ST	Oct 2018	\$100,000	10
GAS POINT RD	New asphalt concrete overlay of roadway, restripe, pavement markers	W ANDERSON DR	SH005	Oct 2019	\$700,000	10
LAKE BLVD	New asphalt concrete overlay of roadway, restripe, pavement markers	RDG C/L	SHASTA LAKE C/L	Oct 2018	\$500,000	10
MEADOW VIEW DR	New asphalt concrete overlay of roadway, restripe, pavement markers	CHURN CREEK RD	RDG C/L	Oct 2019	\$100,000	10
OAK RUN RD	New asphalt concrete overlay of roadway, restripe, pavement markers	OLD 44 DR	Terri Rand Lane	Oct 2019	\$800,000	10
OLD OREGON TRL	New asphalt concrete overlay of roadway, restripe, pavement markers	SH005 (E. side of overpass)	RDG C/L (S/O Miller Butte Rd)	Oct 2019	\$500,000	10
DEE KNOCH RD	New asphalt concrete overlay of roadway and restripe	JIM DAY RD	9S02 PITTVILLE RD	Oct 2019	\$700,000	10
DESCHUTES RD	Project will Implement a "road diet" from Hillside Drive to Hwy 44, fill in pedestrian and bicycle facility gaps, add pedestrian refuge islands, and install speed feed signs in the school zone--matching funds	HILLSIDE DR.	HIGHWAY 44	Oct 2018	\$100,000	10
OLD OREGON TRL	filling a gap between Highway 44 and the Shasta College Main Entrance--matching	State Route 44	College View Drive	Oct 2019	\$144,000	10
RIVERLAND DR	Construct paved shoulders from Knighton Road to two miles south--matching funds	Knighton Road	Two miles south of Knighton Road	Oct 2019	\$101,000	10
CASSEL FALL RIVER RD	New asphalt concrete overlay of roadway and restripe	Nez Perce Ct	1.2 miles south of Pit River	Oct 2018	\$400,000	10
PALM AVE	New asphalt concrete overlay of roadway, restripe, pavement markers	OAK ST.	HAPPY VALLEY RD.	Oct 2019	\$350,000	10
OASIS RD	New asphalt concrete overlay of roadway, restripe, pavement markers	RDG C/L @ CHURN CK BR	RDG C/L @ OAK LEAF LN	Oct 2019	\$200,000	10
SWEDE CREEK RD	New asphalt concrete overlay of roadway, restripe, pavement markers	OLD 44 DR	BUCKBOARD TRL	Oct 2019	\$350,000	10
LAKESHORE DR	New asphalt concrete overlay of roadway and restripe	CHARLIE CREEK BRIDGE	1.1 miles south to end of County maintained portion	Oct 2018	\$220,000	10
Project Totals:					\$6,265,000	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Public Works-15.

**SUBJECT:**

Big Bend Road Slide Repair Agreements

**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 “Big Bend Road Slide Repair Project,” Contract No. 706748: (1) Approve and authorize the Chairman to sign an agreement with Stantec Consulting Services Inc., in an amount not to exceed \$79,999.34 (the Public Works Director may amend the agreement to increase total compensation up to 10%) to provide environmental services effective for the period from date of signing through December 31, 2021, or when a notice of completion is filed for the project, whichever comes first; and (2) approve and authorize the Chairman to sign an agreement with Yeh and Associates Consultants, Inc., in an amount not to exceed \$84,748 (the Public Works Director may amend the agreement to increase total compensation up to 10%) to provide geotechnical services effective for the period from date of signing through December 31, 2021, or when a notice of completion is filed for the project, whichever comes first.

**SUMMARY**

Specialized environmental and geotechnical services are proposed for Big Bend Road slide repairs.

**DISCUSSION**

Shasta County experienced severe winter storms in 2017. Much of the damage is along Big Bend Road. County, Caltrans and Federal Highway Administration (FHWA) staff have collaborated to identify sites and estimated repair costs. Environmental, engineering and construction steps remain.

A Request for Proposals (RFP) for environmental services was issued and two firms responded. Stantec Consulting Services Inc. was ranked as the top firm. Staff negotiated an agreement to complete environmental investigations and associated CEQA/NEPA documentation.

A RFP for geotechnical services was issued and four firms responded. Yeh and Associates Consultants, Inc. was ranked as the top firm. Staff negotiated an agreement to conduct geotechnical investigations and prepare a report to be used in final design.

**ALTERNATIVES**

The Board may decline to execute one or both agreements. These services are essential to advance the projects.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Adequate funds are included in the Adopted FY 2017/2018 Road Fund budget. Federal funding will cover 88.53% of eligible costs. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Stantec Consulting Services Inc. Agreement	3/26/2018	Stantec Consulting Services Inc. Agreement
Yeh and Associates Consultants, Inc. Agreement	3/26/2018	Yeh and Associates Consultants, Inc. Agreement

**PERSONAL SERVICES AGREEMENT  
BETWEEN THE  
COUNTY OF SHASTA  
AND  
STANTEC CONSULTING SERVICES INC.**



**TO PROVIDE ENVIRONMENTAL SERVICES  
FOR THE BIG BEND ROAD SLIDE REPAIR PROJECT**

**DAF NO. PMP-SHACO-002-0  
COUNTY PROJECT NO. 706748**

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## **ARTICLE I INTRODUCTION**

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the County of Shasta, a political subdivision of the State of California through the Department of Public Works, hereinafter referred to as, COUNTY.

The name of the "CONSULTANT" is as follows: Stantec Consulting Services Inc.

Incorporated in the State of New York.

The Project Manager for the "CONSULTANT" will be Wirt Lanning.

The Contract Administrator for COUNTY will be William Miller.

- B. The work to be performed under this contract is described in Article VI entitled Statement of Work/Responsibilities of Consultant and the approved CONSULTANT's Cost Proposal dated January 18, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II INDEMNIFICATION**

- A. 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 contract 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 contract 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 contract.

## **ARTICLE III EMPLOYMENT STATUS OF CONSULTANT**

CONSULTANT shall, during the entire term of this contract, be construed to be an independent contractor, and nothing in this contract 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 contract; 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 insure 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 contract.

#### **ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this contract 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 contract shall not be deemed to be a waiver of any other breach.

#### **ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES**

- A. This contract supersedes all previous contracts relating to the subject of this contract and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. CONSULTANT specifically acknowledges that in entering into and executing this contract, CONSULTANT relies solely upon the provisions contained in this contract and no others.
- B. No changes, amendments, or alterations to this contract 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 contract and changes in the scope of work and modifications of the total compensation that do not exceed 10% in the aggregate of the total Consultant compensation may be agreed to in writing between CONSULTANT and Public Works 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 contract are for reference purposes only and shall not affect the meaning or construction of this contract.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this contract and the provisions of any of this contract's exhibits or appendices, the provisions of this contract shall govern.

#### **ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT**

##### **A. Task 1 – Project Management/Coordination**

The goal of this task is to maintain an open line of communication between CONSULTANT, the County, and Caltrans District 2 Local Assistance throughout the process of field investigations and preparation of the draft and final technical reports. This would be accomplished through attendance at a field review meeting at the Project site with County staff and frequent, informal communication via conference calls, attendance at two (2) project status meetings at 1-2 hours each at the County office; and submittal of periodic progress reports and pertinent written correspondence.

**Deliverables:** Meeting notes, e-mails summarizing conversations, and progress reports.

**Meeting (s):** Attendance at a field review meeting at the Project site and up to two (2) project status meetings.

##### **B. Task 2 - Natural Environment Study Report**

Under this task, CONSULTANT will characterize biological resources in the project Biological Study Area (BSA) and vicinity; assess project impacts to these resources; and identify general mitigation measures, if necessary. CONSULTANT will contact appropriate agencies, including the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service (USFWS); search the CNDDDB and California Native Plant Society databases; request a formal list from the USFWS of special-status species with potential to occur in the project vicinity; conduct a reconnaissance-level field investigation to assess habitat suitability for special-status wildlife species, including bat species. Locations of significant biological resources, including observations of special-status species (e.g., bats) and/or suitable habitat for special-status species will be identified on an appropriate base map provided by the County.

CONSULTANT will conduct a single-visit botanical survey of the BSA in general accordance with *Protocol for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities* (California Department of Fish and Game 2009). The timing of the survey will correspond to the blooming period for special-status vascular plant species with potential to occur in the BSA. Tentatively, the botanical survey would be scheduled for May 2018, but the actual survey time may vary depending on the progression of environmental parameters (e.g., rainfall and temperature patterns). The results of the plant survey will be compiled and presented in the NES described below. This discussion will include a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s). As part of the plant survey, noxious weed species populations will be mapped and evaluated in the NES to ensure that the project complies with Federal Executive Order 13112 (Invasive Species).

No formal special-status wildlife species surveys are proposed as part of this subtask; however, CONSULTANT would be available to conduct focused surveys (on an additional time and materials basis, per mutual agreement with the County) if required by the resource agencies during the environmental review process.

Based on project site plans provided by the County, CONSULTANT will determine the amount and type of U.S. Army Corps of Engineers (Corps) jurisdictional waters occurring in the BSA; evaluate the potential impacts; and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, field surveys, and any required Section 7 federal endangered species act (ESA) consultation with the USFWS (Tasks 3 and 4), CONSULTANT will prepare an NES. The NES will document the findings of the biological characterization and wetland delineation (Task 5) and, if applicable, summarize information contained in the Biological Assessment (Task 4), including the results of the Section 7 ESA consultation (s). The NES will be prepared in accordance with the Caltrans *Standard Environmental Reference* (Chapter 14), and will use the Caltrans template for the report format. A draft NES will be provided to the County for review and comment. Following incorporation of comments provided by the County, CONSULTANT will present the NES to the County for submittal to Caltrans for review. Following receipt of comments, the NES will be finalized and submitted to Caltrans for approval.

**Deliverables:** One (1) copy of administrative draft NES; Four (4) copies of the Draft NES; Five (5) copies of the Final NES.

**Meeting (s):** Not applicable.

C. Task 3 – Northern Spotted Owl Habitat Assessment

If required, CONSULTANT will conduct a habitat assessment for northern spotted owl as follows:

- i. The habitat assessment will cover a 0.50-mile radius around the project site and consist of a site visit and review of aerial photography to determine if suitable nesting, roosting and foraging habitat for northern spotted owl is present.
- ii. CONSULTANT will conduct an impact assessment for northern spotted owl following the USFWS guidance for *Estimating Effects of Auditory and Visual Disturbance to Marbled Murrelet and Northern Spotted Owl*.
- iii. The results of the habitat assessment, noise/visual impact assessment, and any initial agency coordination (USFWS, Shasta-Trinity National Forest) will be summarized in a memorandum. Protocol-level surveys for northern spotted owl are excluded from this scope of work.

**Deliverables:** One (1) copy of administrative draft habitat assessment report; Four (4) copies of the Draft habitat assessment report; Five (5) copies of the Final habitat assessment report.

**Meeting (s):** Not applicable.

D. Task 4 – Biological Assessment

Consultation with the USFWS under Section 7 the federal Endangered Species Act may be required based on the findings made as part of the northern spotted owl habitat assessment (Task 3). Since federal funding would be required for the project, Caltrans District 2, as the designated non-federal representative by FHWA, would serve as the federal lead agency for any required Section 7 consultation with the USFWS.

CONSULTANT will consult with the USFWS and Shasta-Trinity National Forest, as appropriate, to review potential effects of the project to the species and develop mitigation measures to avoid or minimize adverse effects to the northern spotted owl. If requested, CONSULTANT will attend a field review meeting with the USFWS, Caltrans, and the County to discuss the project. In addition, CONSULTANT will conduct an impact assessment for northern spotted owl following the USFWS guidance for *Estimating Effects of Auditory and Visual Disturbance to Marbled Murrelet and Northern Spotted Owl*. The results of the habitat assessment, noise/visual impact assessment, and technical guidance provided by USFWS and Shasta-Trinity National Forest will be compiled in a BA. This BA will fully analyze the effects of the proposed action. The BA will be prepared prior to completion of the NES. The document will include the following sections: introduction, consultation to date, description of proposed action including area, species considered and life history needs, environmental baseline, effects of the proposed action, cumulative effects, conclusion and determination, and recommendation for mitigation, and references. CONSULTANT will also assist Caltrans and the County with the required federal endangered species consultation process

**Deliverables:** One (1) copy of administrative draft BA; Four (4) copies of the draft BA; Five (5) copies of the final BA.

**Meeting (s):** Agency field review meeting with the County, Caltrans and USFWS, if required.

## E. Task 5 – Wetland Delineation Report

If required, CONSULTANT will conduct a delineation of federal and state jurisdictional waters, including wetlands, and prepare a report that can be submitted to Corps for verification in support of Clean Water Act permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the BSA; a field survey to delineate the ordinary high water mark of any bed-and-bank features and boundaries of jurisdictional waters, including wetlands, within the BSA using methods prescribed by the Corps; and preparation of a report that meets Corps' minimum standards. Maps will be prepared, using geographic information systems technology, on base topographic maps of the study area or aerial imagery that will be provided by the County. Results of the delineation will be summarized in a report, which will be provided to the County for review and approval. The delineation report will contain background information, data sheets, and a delineation map (minimum scale of 1"=200'). Following incorporation of comments provided by the County, CONSULTANT will provide a revised wetland delineation report to the County for submittal to Caltrans for review and approval. Following Caltrans approval and at the request of the County, CONSULTANT will submit a copy of the wetland delineation report to the Corps (Sacramento District – Redding Office) with a written request for verification for approval on behalf of the County. If necessary, CONSULTANT will attend a field verification meeting with Corps staff and revise the delineation map to address any comments provided by the Corps. *Note – Wetland impacts and recommendation of avoidance, minimization, and mitigation measures will be addressed under the NES (Task 2).*

**Deliverables:** One (1) copy of administrative draft wetland delineation report; Four (4) copies of the draft wetland delineation report; Five (5) copies of the final wetland delineation report.

**Meeting (s):** Field verification meeting with the Corps, if required.

## F. Task 6– Archeological Survey Report/Historical Property Survey Report

The Caltrans programmatic agreement process per the Caltrans/FHWA/State Historic Preservation Officer Memorandum of Understanding will be followed for CONSULTANT's cultural resources investigation. CONSULTANT will conduct an inventory of cultural resources and prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in Caltrans format.

Records Search. In order to determine if any previously documented cultural resources are located within and near the area of potential effect (APE), CONSULTANT will request a record search from the Northeast Information Center (NEIC) at California State University–Chico. The collection of NEIC data on archaeological surveys, excavations and site records, and mapped historical data will be supplemented with additional research. This will include contacting local organizations such as the Shasta County Historical Society which may have information on the APEs not available through the NEIC or other sources. CONSULTANT will also consult additional resources such as the National Register of Historic Places, the California Register of Historical Resources, General Land Office maps and patent records, and the U.S. Geological Survey's Historical Topographic Map Collection. In addition, CONSULTANT cultural resources specialists will consult U.S. Department of Agriculture soil surveys and geological data to determine the age of local landforms and the potential for naturally buried cultural resources to occur in the APE.

Native American and Stakeholder Consultation. Section 106 requires consultation with parties that might have an interest in or be affected in some way by a proposed federal undertaking. In California, this consultation is typically conducted with Native American groups. However, additional stakeholders such as local historical societies and other cultural organizations may be contacted as well. To satisfy the consultation provisions, CONSULTANT will initiate contact with

the Native American Heritage Commission to request a search of the Sacred Lands File and a list of suitable Native American tribal representatives from the region, including an AB 52-specific list of contacts. CONSULTANT will contact each individual/group on the Section 106 and AB-52 lists with letters and follow-up phone calls (if necessary) to solicit any information or concerns that they might have regarding the proposed project. In addition, CONSULTANT will contact the Shasta County Historical Society for information on the APE and surrounding vicinity and determine if the Society has any concerns regarding the project and cultural resources that might be affected by construction activities.

**Field Inventory:** An intensive archaeological inventory will be conducted using pedestrian transects spaced no greater than 15 meters apart over the APE. In areas determined to be less sensitive, such as steep slopes, transects may be spaced wider or other suitable survey methods may be employed. The field inventory will identify:

- i. the presence or absence of cultural resources visible on the ground surface in the APE;
- ii. the present condition of the local environment;
- iii. environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water); and
- iv. environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance).

Any newly identified archaeological sites encountered within the APE will be recorded in a manner consistent with the *Secretary of the Interior's Standards and Guidelines for Identification of Cultural Resources* (48 CFR 44720-23). California Department of Parks and Recreation (DPR) Series 523 forms will be prepared, along with appropriate supporting forms (e.g., Archaeological Site Record, Linear Feature record, Site Sketch Map, Location Map). Existing information on cultural resources located within the APE will be updated as appropriate.

**Archaeological Survey Report:** Results of the discovery process will be presented in an ASR. The ASR will document both positive and negative archaeological survey results (they do not evaluate sites or significance of impacts). The ASR demonstrate that a reasonable effort has been made to identify historic properties, commensurate with the scale and scope of the undertaking. CONSULTANT will provide an administrative draft ASR for review and approval by the County, incorporate revisions, and submit the draft ASR for submittal to Caltrans for review and approval. CONSULTANT will address Caltrans comments and prepare the final ASR.

**Historic Property Survey Report:** CONSULTANT will prepare HPSR which will summarize the findings discussed in the ASR and subsequent cultural resources investigations as necessary. The HPSR is used by Caltrans to document completion of the cultural resource identification phase, completion of the National Register eligibility evaluation of the resources within the project APE (if any), and, when relevant, document a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. CONSULTANT will provide an administrative draft HPSR for County review and approval, incorporate revisions, and submit the draft HPSR to Caltrans for review and approval. CONSULTANT will address Caltrans comments and prepare final HPSR.

**Deliverables:** Two (2) copies of administrative draft ASR/HPSR reports; Five (5) copies of the draft ASR/HPSR reports; Five (5) copies of each final ASR/HPSR report

**Meeting(s):** Not Applicable

#### G. Task 7 – Hazardous Materials Assessment and Management Procedure Development Services

As a subcontractor to CONSULTANT, Lawrence & Associates (L&A) will conduct a project screening and prepare an Initial Site Assessment (ISA) in accordance with Caltrans *Standard Environmental Reference*, Chapter 10: Hazardous Materials, Hazardous Waste, and Contamination, latest revision. Frequently, hazardous materials are encountered during highway project development that require special management activities such as aerially deposited lead, asbestos, yellow-paint striping, asphalt and concrete grindings, or treated wood waste. The purpose of the ISA is to document, to the extent feasible, Recognized Environmental Conditions (RECs), which are defined by the American Society for Testing and Materials (ASTM) Standard Practice E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.” The ISA will include:

- i. Contracting Environmental Data Resources, Inc. (EDR) to search federal, state, and local regulatory agency databases to determine whether areas of environmental concern exist on or near the study project area. Search distances vary for different databases, with a minimum search distance of 1/4-mile from the study project area.
- ii. Telephone interviews with representatives of the Shasta County Environmental Health Division and Shasta County Department of Public Works.
- iii. Review of reasonably available literature regarding regional or local physical settings, including topography, geology and hydrogeology.
- iv. Identification of past uses of the project area and adjoining properties, including review of reasonably available reports, historical maps, and aerial photography.
- v. Reconnaissance of the study project area, including driving and locally walking a traverse along the project area to make visual observations for evidence of current land uses, past uses, and potential areas of concern.
- vi. Preparation of an ISA report presenting findings and professional opinions.

**Deliverables:** One (1) copy of administrative draft Phase I ISA; Four (4) copies of the draft Phase I ISA; Five (5) copies of the final Phase I ISA.

**Meeting (s):** Not applicable.

#### H. Task 8– CEQA/NEPA Documentation

If the project qualifies for a Categorical Exemption, then this task will not be required as the County will handle processing of the Notice of Exemption. If the project cannot be approved via a Categorical Exemption, then the County would want the consultant to complete the CEQA document.

Based on the assumption that there are no significant, unmitigable environmental impacts or significant public controversy associated with the project, CEQA documentation will be an Initial Study (IS), and NEPA documentation will be a Categorical Exclusion (CE) supported by technical studies. CEQA approval will be in the form of a mitigated negative declaration (MND), with mitigation based on the IS and technical studies identified under Tasks 2 through 7. NEPA approval will be in the form of a CE supported by technical studies.

Prepare Administrative Draft Initial Study: CONSULTANT will prepare an Administrative Draft IS/MND using the environmental checklist form included as Appendix G of the CEQA guidelines (or other format preferred by the County). The document will be prepared in a narrative format that describes the environmental setting for the study area, summarizes the results of the technical studies

(ASR, NES, wetland delineation, etc.), identifies potential impacts resulting from the proposed project, and recommends mitigation measures (as appropriate). Each issue area covered in the environmental checklist (Appendix G) will be evaluated at a suitable level of detail to fully address all potential impacts of the proposed project. The IS will only analyze the preferred project alternative at a full level of detail. An administrative draft IS will be submitted to the County for review.

Prepare Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration: After the County completes their review of the administrative draft IS, CONSULTANT will incorporate their comments into a public draft IS, making certain to include any needed or proposed mitigation measures. CONSULTANT will also prepare a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI). CONSULTANT will bind this document together with the draft IS. A screen-check copy of the IS/MND and NOI will be submitted to the County for approval prior to distribution to the public. In addition, CONSULTANT will complete the Notice of Completion (NOC) form on behalf of the County and submit to the State Clearinghouse along with 15 copies of the IS/MND. CONSULTANT will also mail out copies of the IS/MND. CONSULTANT recommends that the County provide a 30-day public comment period.

Prepare Final Initial Study/Mitigated Negative Declaration: After the close of the public comment period and assuming comments warranting substantial revision or recirculation of the IS are not received, CONSULTANT will review the public and agency comments with the County, compile and number all substantive comments, and provide written responses for each comment provided. *Note: the level of effort to respond to comments assumes up to 16 hours of technical staff time.* CONSULTANT will provide the County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix.

Prepare Mitigation Monitoring and Reporting Plan: A Mitigation Monitoring and Reporting Plan (MMRP) shall be prepared by CONSULTANT that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure. The MMRP will be an appendix to the final document.

Coordinate Final CEQA and NEPA Approval: CONSULTANT will coordinate the final stages of the CEQA process with the County. CEQA approval, via adoption of a mitigated negative declaration, would be obtained at a County Board of Supervisors' meeting. CONSULTANT will prepare the notice of determination. CONSULTANT will also complete the *Categorical Exclusion Determination Form*, including a summary of environmental commitments (ECR), and submit to Caltrans for approval of the NEPA CE.

**Deliverables:** Electronic copy (PDF) of the administrative draft IS/MND, public draft IS/MND, NOI, MMRP, and NOC; Thirty (30) bound copies of public draft IS/MND, NOI, and MMRP; fifteen (15) bound copies of final IS/MND (responses to comments) and MMRP; NOD and ECR in electronic format

**Meeting(s):** Not Applicable.

- I. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of COUNTY pursuant to this contract shall contain the numbers and dollar amount of the contract and all subcontracts under the contract relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the contract or subcontracts, the disclosure section may also contain a statement indicating that the

total contract amount represents compensation for multiple documents or written reports. CONSULTANT shall label the bottom of the last page of the document or report as follows: department name, contract number, and dollar amount. If more than one document or report is produced under this contract, CONSULTANT shall add: "This [document or report] is one of [number] produced under this contract."

#### **ARTICLE VII RESPONSIBILITIES OF COUNTY**

- A. Pursuant to the terms and conditions of this agreement COUNTY shall provide information about the requirements for the project including the budget limitations and scheduling.
- B. Pursuant to the terms and conditions of this agreement COUNTY shall provide existing non-confidential maps, drawings, specifications, data, or any other non-confidential information in COUNTY's possession requested by the CONSULTANT in furtherance of performing the services provided for in this agreement.
- C. Pursuant to the terms and conditions of this agreement COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

#### **ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports to COUNTY's Contract Administrator at least once a month. The report must be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as directed by COUNTY's Contract Administrator, to discuss progress on the contract.

#### **ARTICLE IX PERFORMANCE PERIOD**

- A. This agreement shall go into effect upon the date of signing by the Chairman of the Shasta County Board of Supervisors, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The contract shall end on December 31, 2021 or when a notice of completion is filed for the project, whichever comes first, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

#### **ARTICLE X ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$6,746.79. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article XI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed within thirty (30) days of receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Shasta County DPW / William Miller  
1855 Placer Street  
Redding, CA 96001

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$79,999.34 unless amended as provided for in Article V Entire Agreements; Amendments; Headings; Exhibits/ Appendices, paragraph B.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.  
  
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE XI TERMINATION**

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$79,999.34 unless amended as provided for in Article V Entire Agreements; Amendments; Headings; Exhibits/ Appendices, paragraph B.
- D. The CONSULTANT may terminate this contract in the event the COUNTY has committed material breach of this contract. CONSULTANT shall serve COUNTY with a Notice of Default and COUNTY shall have fourteen (14) days from receipt of the Notice of Default to cure said breach. In the event the default is not cured with the fourteen (14) day period, CONSULTANT may terminate this contract. Non-payment of the CONSULTANT's invoices will be considered a material breach of this contract.

## **ARTICLE XII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

## **ARTICLE XIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision. Notwithstanding the foregoing, COUNTY's right to inspect, copy and audit shall not extend to the composition of CONSULTANT's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

## **ARTICLE XIV AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

#### **ARTICLE XV SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

#### **ARTICLE XVI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

#### **ARTICLE XVII STATE PREVAILING WAGE RATES**

- A. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial

Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

#### **ARTICLE XVIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XX STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the contract shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of

race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment.

- E. 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.
- F. 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.
- G. 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.

#### **ARTICLE XXI DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

#### **ARTICLE XXII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article XI, or by mutual agreement to amend the contract to reflect any reduction of funds.

**ARTICLE XXIII CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

**ARTICLE XXIV DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 0.0%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the

contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

#### **ARTICLE XXV CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XXVI DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and COUNTY's Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

#### **ARTICLE XXVII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

## ARTICLE XXVIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

## ARTICLE XXIX INSURANCE

- 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* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. CONSULTANT shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. CONSULTANT shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of CONSULTANT pursuant to this contract.
- E. With regard to all insurance coverage required by this contract:
  - (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 contract.

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

“Separation of Insureds.

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

  - a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) CONSULTANT shall provide County with an endorsement or amendment to CONSULTANT's policy of insurance as evidence of insurance protection before the effective date of this contract.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this contract. In the event any insurance coverage expires at any time during the term of this contract, 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 contract 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 contract, County may, in addition to any other remedies it may have, terminate this contract 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.

#### **ARTICLE XXX OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract and full payment of all monies owed to CONSULTANT, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXXI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXXII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to CONSULTANT before receipt of same from COUNTY; or (b) becomes publicly known other than through CONSULTANT; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

#### **ARTICLE XXXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXXIV EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### **ARTICLE XXXV RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

#### **ARTICLE XXXVI 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.

#### **ARTICLE XXXVII 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.

#### **ARTICLE XXXVIII 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.

#### **ARTICLE XXXIX 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.

#### **ARTICLE XL 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.

#### **ARTICLE XLI 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.

#### **ARTICLE XLII 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.

#### **ARTICLE XLIII 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.

**ARTICLE XLIV NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**CONSULTANT:**

Stantec Consulting Services Inc.  
Wirt Lanning, Project Manager  
5000 Bechelli Lane, Suite 203  
Redding, CA 96002  
Ph: (530)222-5347 Fax: (530)222-4958  
E-mail: wirt.lanning@stantec.com

**COUNTY:**

Shasta County Department of Public Works  
William Miller, Contract Administrator  
1855 Placer Street  
Redding, CA 96001  
Ph: (530) 225-5661 Fax: (530) 225-5667  
E-mail: wmiller@co.shasta.ca.us

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.

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.

**ARTICLE XLV CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire contract which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

***SIGNATURE PAGE FOLLOWS***

**ARTICLE XLVI SIGNATURES**

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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

By: David M. Yorton, Jr. 3/22/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 03/26/18  
James Johnson  
Risk Management Analyst III

**CONSULTANT**

Stantec Consulting Services Inc.

By: Timothy B. Kenney  
Print Name: Timothy B. Kenney  
Title: Senior Principal  
Date: 3-21-18  
Tax I.D.#: 11-2167170

By: Wirt H. Lanning  
Print Name: Wirt H. Lanning  
Title: Principal  
Date: 3/21/18

## ATTACHMENT I

### Consultant Cost Proposal (Exhibit 10-h)

## Fee Schedule

### **Big Bend Road Slide Repair Project**

**Shasta County Department of Public Works**

**RFP #706748**  
**Issue Date: December 18, 2017**



**Submittal Date: January 18, 2018**

**Offered to:**  
Shasta County  
Department of Public Works  
Attn: Mr. William Miller  
Assistant Engineer  
1855 Placer Street  
Redding, CA 96001

**Offered by:**

 **Stantec**

Attn: Wirt Lanning, Principal  
5000 Bechelli Lane, Suite 203  
Redding, CA 96002  
Telephone: (530) 222-5347 ext. 112  
2272004301

## Big Bend Road Slide Repair Project

## Cost Proposal

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
**(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

Note: Mark-ups are Not Allowed

Shasta County Department of Public Works

Consultant Stantec Consulting Services, Inc.Contract No. RFP 706748Date 1/12/2018**DIRECT LABOR**

Classification/Title	Name	Hourly Range	Hours	Actual Hourly Rate	Total
Senior Principal	T. Relly	50-80	0	\$79.33	\$0.00
Principal - Level 15	W. Lanning	50-80	10	\$67.31	\$673.10
Principal - Level 15 (Fisheries)	K. Marine	50-80	0	\$69.74	\$0.00
Principal - Level 14 (Reg. Permitting)	M. Wuestehube	45-75	0	\$59.76	\$0.00
Sen. Assoc, Biologist - Level 13	L. Lindstrand III	40-70	20	\$50.60	\$1,012.00
Level 10 - Biologist	K Bainbridge	20-50	210	\$33.16	\$6,963.60
Level 9 - Biologist	S. Tona	20-50	84	\$30.16	\$2,533.44
Level 7 - Biologist	G. Youngblood	20-50	0	\$25.06	\$0.00
Level 8 - Biologist	D. Pluth	20-50	0	\$27.70	\$0.00
Level 13 - Archaeologist	J. Cassidy	50-80	88	\$51.25	\$4,510.00
Level 5 - Archaeologist	G. McMaster	15-45	12	\$20.74	\$248.88
Level 9 - GIS	T. Mooney	15-45	68	\$31.31	\$2,129.08
Level 10 - Env. Analyst	C. Carpenter	30-60	86	\$36.73	\$3,158.78
Level 15 - Env. Analyst	TBD	30-60	0	\$50.00	\$0.00
Level 10 - Env. Analyst	J. McLaughlin	30-60	0	\$34.90	\$0.00
Level 9 - Env. Scientist	S. Farrant (Holt)	20-50	0	\$32.81	\$0.00
Level 11 -GIS	C. Shoemaker	20-50	0	\$39.59	\$0.00
Associate Admin - Level 11	B. Wiechman	20-50	8	\$37.79	\$302.32
Level 11 - Project Admin.	G. Smith	20-50	0	\$39.07	\$0.00
Level 10 - Project Admin.	C. Duncan	15-45	0	\$35.08	\$0.00
Level 9 - Admin.	S. Langford	15-45	60	\$31.50	\$1,890.00
Level 7 - Env. Analyst	B. Cohen	15-45	80	\$25.52	\$2,041.60
Level 8 - Admin	R. Barnard	15-45	8	\$26.93	\$215.44
					\$0.00
					\$0.00
					\$0.00
					\$0.00

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**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$25,678.24

b) Anticipated Salary Increases (see page 2 for sample)

\$231.10

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$25,909.34**FRINGE BENEFITS**d) Fringe Benefits (Rate 55.09%)

e) Total Fringe Benefits

[(c) x (d)] \$14,273.46**INDIRECT COSTS**

f) Overhead

(Rate: 28.95%)

g) Overhead [(c) x (f)]

\$7,500.76

h) General and Administrative

(Rate: 76.36%)

i) Gen &amp; Admin [(c) x (h)]

\$19,784.38

j) **Total Indirect Costs [(e) + (g) + (i)]** \$41,558.59**FEE (Profit)**q) (Rate: 10.00%)k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$6,746.79

## Local Assistance Procedures Manual

Exhibit 10-H

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs) (Itemized below)			\$549.40
m) Equipment Rental and Supplies (itemized below)			\$1,549.48
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. (			\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$3,685.73
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$5,784.61
TOTAL COST [(c) + (j) + (k) + (p)]			\$79,999.34

## NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

**ITEMIZATION - OTHER DIRECT COSTS (ODC)**

## Description

l)	Travel/Mileage Costs (supported by consultant actual costs)			
		Unit(s)	Unit Cost	Total
	Mileage	840	\$0.535	\$449.40
	Per Deim	0	\$150.000	\$0.00
	Delivery	10	\$10.000	\$100.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				Subtotal (l)
				\$549.40
m)	Equipment Rental and Supplies (itemize)			
		Unit(s)	Unit Cost	Total
	Black and white copies (8.5 x 11)	7500	\$0.060	\$450.00
	Black and white copies (11 x 17)	100	\$0.110	\$11.00
	Color copies (8.5 x 11)	150	\$0.750	\$112.50
	Color copies (11 x 17)	150	\$1.500	\$225.00
	Graphics (Poster Boards)	0	\$45.000	\$0.00
	Other Direct Cost, Info Center	2	\$250.000	\$500.00
	Submeter GPS Usage (per day)	3	\$60.000	\$180.00
	Miscellaneous			\$70.98
				Subtotal (m)
				\$1,549.48
n)	Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc			
		Unit(s)	Unit Cost	Total
				\$0.00
				\$0.00
				\$0.00
				Subtotal (n)
				\$0.00
o)	Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			
		Unit(s)	Unit Cost	Total
				\$0.00
				\$0.00
	Lawrence & Associates	1	\$3,685.730	\$3,685.73
				\$0.00
				\$0.00
				\$0.00

Subtotal (o) \$3,685.73

Big Bend Road Slide Repair Project

Page 1 of 5

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
**(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

Consultant Stantec Consulting Services, Inc.Contract No. RFP 706748Date 1/12/2018

Shasta County Department of Public Works

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$25,678.24	734	=	\$34.98	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$34.98	+	3%	=	\$36.03	Year 2 Avg Hourly Rate
Year 2	\$36.03	+	3%	=	\$37.11	Year 3 Avg Hourly Rate
Year 3	\$37.11	+	3%	=	\$38.23	Year 4 Avg Hourly Rate
Year 4	\$38.23	+	3%	=	\$39.37	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	70.00%	*	734.0	=	513.8	Estimated Hours Year 1
Year 2	30.00%	*	734.0	=	220.2	Estimated Hours Year 2
Year 3	0.00%	*	734.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	734.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	734.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	734.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$34.98	*	514	=	\$17,974.77	Estimated Hours Year 1
Year 2	\$36.03	*	220	=	\$7,934.58	Estimated Hours Year 2
Year 3	\$37.11	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$38.23	*	0	=	\$0.00	Estimated Hours Year 4

## Local Assistance Procedures Manual

Exhibit 10-H

Year 5	\$39.37	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$25,909.34	
	Direct Labor Subtotal before Escalation			=	\$25,678.24	
	Estimated total of Direct Labor Salary Increase			=	\$231.10	Transfer to Page 1

## NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

Page 2 of 5

North State Resources, Proposal for Initial Site Assessment (ISA)  
Big Bend Road Slide Repair Project (No. 7026748)

January 9, 2018  
Page 1 of 1

## ATTACHMENT A

Exhibit 10-H Cost Proposal  
Shasta County Department of Public Works

## Big Bend Road Slide Repair Project - ISA

Contract No. \_\_\_\_\_ Date 1/9/2018  
Consultant Lawrence & Associates

**DIRECT LABOR**

Classification	Name	Hours	Rate	Total
Environmental Assessor	R. Ekin	24	\$ 44.01	\$ 1,056.24
AutoCAD Level 1 Operator	D. Zaitz	3	\$ 30.72	\$ 92.16
Principal Geologist	B. Gartner	1	\$ 56.37	\$ 56.37
Clerical	D. Brackett	2	\$ 18.47	\$ 36.94
		0	\$ -	\$ -
		0	\$ -	\$ -
Total Hours		30		

Subtotal Direct Labor Costs \$ 1,241.71

Anticipated Salary Increases (1yr@3%) \$ -

Total - Direct Labor Costs \$ 1,241.71

**INDIRECT COSTS**

	Rate	Total
Overhead	40.00%	\$ 496.68
Fringe Benefit	50.00%	\$ 620.86
General and Administrative	40.00%	\$ 496.68
	130.00%	
Total Indirect Costs		\$1,614.22

FEE (10.0% Profit) Total Fee \$ 285.59

OTHER COSTS	Unit	Cost	Total
Travel	80	\$ 0.57	\$ 45.60
Pier Diem/Hotel	0	\$ 129.00	\$ -
Graphics (Poster Boards)	0	\$ 45.00	\$ -
Conference Call and Mailing Costs	10	\$ 10.00	\$ 100.00
GIS Work Station	0	\$ 12.85	\$ -
Submeter GPS Usage (per day)	0	\$ 60.00	\$ -
Other Direct Cost, Info Center	0	\$ 250.00	\$ -
8-1/2X11 reproduction (B&W)	300	\$ 0.06	\$ 18.00
11X17 reproduction (B&W)	0	\$ 0.11	\$ -
8-1/2X11 reproduction (Color)	20	\$ 0.75	\$ 15.00
11X17 reproduction (Color)	10	\$ 1.50	\$ 15.00
Other Costs total			\$ 193.60

**Subcontractor Costs**

Environmental Data Resources Rpt	1	350	\$ 350.00
Total Subcontractors			\$ 350.00

**TOTAL COST** \$ **3,685.13**

P18004.00

Lawrence &amp; Associates

## ATTACHMENT II

Consultant Contract DBE Information (Exhibit 10-O2)

## ATTACHMENT II

Local Assistance Procedures Manual

Exhibit 10-02  
Consultant Contract DBE Commitment

## EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Shasta County DPW 2. Contract DBE Goal: 0%  
 3. Project Description: Environmental Services for Big Bend Road Slide Repair Project  
 4. Project Location: Big Bend Road, Shasta County, CA  
 5. Consultant's Name: Stantec Consulting Services 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$79,999.34  
 8. Total Dollar Amount for ALL Subconsultants: \$3,685.73 9. Total Number of ALL Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>706748</u>			\$ 0
21. Federal-Aid Project Number: <u>PMP-SHACO-002-0</u>			
22. Contract Execution Date: <u> </u>			0 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature: <u>William Miller</u>			
24. Date: <u>3-22-18</u>			
25. Local Agency Representative's Name: <u>Assistant Engineer</u>			
26. Phone: <u>530.245.6818</u>			
27. Local Agency Representative's Title: <u> </u>			
14. TOTAL CLAIMED DBE PARTICIPATION			
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
15. Preparer's Signature: <u>Wirt H. Lanning</u>			16. Date: <u>03/21/2018</u>
17. Preparer's Name: <u>Principal</u>			18. Phone: <u>530-222-5347</u>
19. Preparer's Title: <u> </u>			

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**PERSONAL SERVICES AGREEMENT  
BETWEEN THE  
COUNTY OF SHASTA  
AND  
YEH AND ASSOCIATES CONSULTANTS, INC.**



**TO PROVIDE GEOTECHNICAL SERVICES  
FOR THE BIG BEND ROAD SLIDE REPAIR PROJECT**

**DAF NO. PMP-SHACO-002-0  
COUNTY PROJECT NO. 706748**

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## ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the County of Shasta, a political subdivision of the State of California through the Department of Public Works, hereinafter referred to as, COUNTY.

The name of the "CONSULTANT" is as follows: Yeh and Associates Consultants, Inc.  
Incorporated in the State of Colorado.

The Project Manager for the "CONSULTANT" will be Jon Blanchard.

The Contract Administrator for COUNTY will be William Miller.

- B. The work to be performed under this contract is described in Article VI entitled Statement of Work/Responsibilities of Consultant and the approved CONSULTANT's Cost Proposal dated February 15, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## ARTICLE II INDEMNIFICATION

- A. 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 contract 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 contract 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 contract.
- B. For professional services provided under this contract, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this contract to the extent allowed by Civil Code 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

### **ARTICLE III EMPLOYMENT STATUS OF CONSULTANT**

CONSULTANT shall, during the entire term of this contract, be construed to be an independent contractor, and nothing in this contract 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 contract; 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 insure 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 contract.

### **ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

Inasmuch as this contract 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 contract shall not be deemed to be a waiver of any other breach.

### **ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES**

- A. This contract supersedes all previous contracts relating to the subject of this contract and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits other than those specified herein. CONSULTANT specifically acknowledges that in entering into and executing this contract, CONSULTANT relies solely upon the provisions contained in this contract and no others.
- B. No changes, amendments, or alterations to this contract 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 contract and changes in the scope of work and modifications of the total compensation that do not exceed 10% in the aggregate of the total Consultant compensation may be agreed to in writing between CONSULTANT and Public Works 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 contract are for reference purposes only and shall not affect the meaning or construction of this contract.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this contract and the provisions of any of this contract's exhibits or appendices, the provisions of this contract shall govern.

### **ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT**

- A. **Site Visit/Reconnaissance and Site Survey.** Initiate the project by meeting at the site with the COUNTY to discuss site history, work zone/right of way constraints and the approach to providing geotechnical services and field exploration. Confirm the adequacy of the COUNTY site survey and/or make additional survey requests. Request that the COUNTY provide any background available for the existing roadway or maintenance of the site. Review protocols and requirements for coordinating

site access, provide a schedule for field exploration activities, and review the scope for geotechnical services. This proposal assumes that site access, any permits required for the work and the tribal monitor will be provided to us.

During this visit CONSULTANT will reconnoiter the site, map the limits of the landslide and prepare sections through the slide. CONSULTANT will obtain well permits for monitoring wells from COUNTY. CONSULTANT will provide a letter and Field Exploration Plan describing the proposed field exploration and access requirements to assist the COUNTY with obtaining access or permits.

- B. **Exploratory Borings (soil or rock).** Prepare an exploratory boring location exhibit for COUNTY approval. Coordinate and schedule access with the COUNTY, subcontractors and tribal monitors. Prepare a site-specific Health and Safety Plan for the field investigation program. Mark the boring locations (during the Task 1 meeting) and contact Underground Service Alert (USA) to perform utility clearances prior to the commencement of the subsurface investigation.

Perform a 4-day field exploration program to drill a total of 5 borings and provide subsurface information for landslide analysis, mitigation options, and foundation design. Two of the borings will be drilled above and below the head scarp to a depth of up to 80 feet. One will be drilled below the road and cased with 2.75-inch O.D. inclinometer casing. The boring will provide information regarding the depth and magnitude of the slide movement. The remaining borings will be drilled to approximately 40 feet. Two borings, one at the road and one near the toe of the slide, will be converted to 2-inch PVC monitoring wells following drilling and equipped with a data logger to collect groundwater information following drilling. Two borings will be drilled along the northbound shoulder near the edges of the landslide to a depth of about 40 feet and will be backfilled with grout. The Field Exploration Plan is presented on Plate 1.

The borings will be drilled using a track-mounted rig equipped with 8-inch hollow stem auger and HQ series rock coring tooling. CONSULTANT will retain a subcontractor to use a backhoe to smooth and clear the route to the boring locations. The borings will be sampled at selected intervals using the Standard Penetration Test (SPT) and California type drive samplers and/or thin-walled tube samples, depending on the soil conditions encountered. Rock coring will be provided if hard bedrock conditions that preclude adequate drive sampling are encountered. Cuttings from the drilling will be spread out and left on site.

Two borings will be drilled outside of the existing roadway and 2 borings will be located within the body of the landslide. Up to two days of traffic control will be needed for work along the shoulder of the road. The traffic control will be in accordance with Caltrans "Traffic Control System for Lane Closure on Two Lane Conventional Highways", 2010 Standard Plan T13, modified in the field to work with the existing lane closure. Traffic Control will be provided through our agreement with Statewide Traffic Safety and Signs, of Redding, CA.

- C. **Laboratory Testing.** Review results of the field exploration program, logs of the drill holes, soil and rock samples, photos and assign laboratory tests to characterize the subsurface conditions. The table below lists the possible soil tests and test quantities that will be performed. The actual assignments and numbers of tests will be selected based on the results of the field exploration program.

Classification		Strength		Corrosion/Subgrade	
Test	Qty	Test	Qty	Test	Qty
Moisture-Unit Weight	20	CU Triaxial (3-stage)	3	Corrosion Suite (pH, R, SO <sub>4</sub> , CL <sup>-</sup> )	5
#200 Wash	6	Residual Direct Shear (per point)	6	R-value	1
Standard Mechanical Sieve	4	Point Load Index	--	Remolded sample	1
Atterberg Limits	4	Uniaxial Compressive Strength (Rock)	4	Mod. Proctor/Cal 216	1

- D. **Instrumentation Monitoring.** Upon completion of the installation of the slope inclinometer and piezometer casings, CONSULTANT will establish baseline readings for the inclinometers and piezometers. After the initial readings, subsequent readings will be taken once per month on a monthly interval for 3 months. These readings will provide information regarding rate, direction and magnitude of any subsurface movement and groundwater levels. Data from the monitoring will be submitted with the draft and/or final reports.
- E. **Preliminary Geotechnical Analyses and Report.** After completion of the field work, perform limited geotechnical analyses as a basis for evaluating alternatives to restore Big Bend Road to two lanes, and prepare a letter as the Preliminary Foundation Report for the project. The letter can be used as input to help the COUNTY select a suitable concept to restore the roadway relative to geotechnical conditions, site constraints and comparison of the economics associated with each alternative.

The report will be prepared in general accordance with Caltrans guidelines and submitted via email in portable document format (pdf). Additional hard copies of the report can be submitted to the COUNTY if requested. This letter will provide a summary of the work performed, the project understanding, the subsurface conditions encountered, an interpreted subsurface profile through the landslide, the preferred concepts for the conditions encountered and a preliminary ball park cost estimate that can be used to compare the relative cost of each concept. Cost information will be estimated using unit rates for various items using COUNTY and Caltrans bid results, discussions with specialty contractors and our experience with previous projects. The report will provide and preliminary opinions and recommendations regarding the following:

- Site geology,
- Subsurface soil, bedrock and groundwater conditions;
- Predominant cause(s) of the observed slope instability and landslide;
- The existing landslide conditions condition and potential for further movement;
- Stabilization alternatives for the roadway, such as:\*
  - Earthwork consisting of a shear key or stabilization trench, subsurface drainage and/or geosynthetic reinforcement;
  - Anchored or unanchored cantilever walls along the shoulder, possibly with slope recontouring and drainage through the downslope slide mass;
  - Micropile A-frame type reinforcements with grade beams placed at about third points through the slide mass and regrading of the northbound shoulder to restore the roadway;
  - or
  - Sidehill viaduct and cutoff wall to support the northbound lane.

- Geotechnical considerations relating to the concepts such as traffic staging, site constraints, adjacent property; and costs.

\*The concepts discussed above are based on our experience and compatibility with previous projects. It may be that an alternate, modified, or combination of the concepts lists are found to be most-suited for the project.

F. **Geotechnical Evaluation and Draft Geotechnical Report.** Once a stabilization concept has been selected for design, CONSULTANT will prepare a draft Geotechnical Report for the design in accordance with current Caltrans guidelines. Geotechnical analyses will be performed using the latest approved AASHTO LRFD Bridge Design Specifications with Caltrans amendments applied. The draft report will be submitted in pdf for review by the COUNTY, and hard copies of the report can be provided if requested by the COUNTY. Graphics will be provided to show the site location, the locations of the field explorations relative to the proposed improvements, an interpreted subsurface profile, and our opinions and recommendations regarding:

- Site geology;
- Subsurface soil and groundwater conditions;
- Predominant cause(s) of the observed slope instability and landslide;
- The existing landslide conditions condition and potential for further movement;
- Seismic data estimated using ARS Online, closest and causative faults, design magnitude and peak ground acceleration for geotechnical analyses;
- Slope stability and estimated factors of safety for the design;
- Corrosion test data and considered in accordance with Caltrans design methods and guidelines for corrosion (cement type, minimum cement contents, and cover, need for protective coating of reinforcement bar, etc.)
- Geotechnical Recommendations for the selected concept involving earthwork, surface and subsurface drainage, piles or ground anchors, geosynthetics, micropiles, walls or viaducts/deep foundations;
- Notes to Designer and need for special geotechnical considerations; and
- Construction Considerations

G. **Log of Test Borings Sheet (Optional, if needed):** Prepare a Log of Test Borings sheet for inclusion in the project plan set for the bridge. The plan will show the bridge layout, the boring location for the bridge, and a profile with the boring logs in accordance with Caltrans Formats. The plan can be prepared on the COUNTY border if requested.

H. **Final Reporting.** Prepare and issue a final Foundation Report and Log of Test Borings sheet to address the comments received and incorporate them into the report. It is not anticipated that the final report would incorporate evaluating additional alternatives or foundation types as part of the final submittal. One pdf and three (3) hard copies of the final report will be submitted unless otherwise requested.

I. **Schedule.** CONSULTANT shall submit deliverable items according to the following schedule:

Task	Start Date	Date Complete
Initiation-Coordination	Monday, April 16, 2018	Friday, May 04, 2018
Field work	Monday, May 07, 2018	Friday, May 18, 2018

PGR	Monday, May 21, 2018	Friday, June 15, 2018
Lab, Evaluation, Report	Monday, June 25, 2018	Friday, August 3, 2018
Final report and LOTB	TBD	Monday, December 31, 2018* *Subject to Change Coincides w/ County 90% PS&E

- D. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of COUNTY pursuant to this contract shall contain the numbers and dollar amount of the contract and all subcontracts under the contract relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the contract or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. CONSULTANT shall label the bottom of the last page of the document or report as follows: department name, contract number, and dollar amount. If more than one document or report is produced under this contract, CONSULTANT shall add: "This [document or report] is one of [number] produced under this contract."

#### **ARTICLE VII RESPONSIBILITIES OF COUNTY**

- A. Pursuant to the terms and conditions of this agreement COUNTY shall provide information about the requirements for the project including the budget limitations and scheduling.
- B. Pursuant to the terms and conditions of this agreement COUNTY shall provide existing non-confidential maps, drawings, specifications, data, or any other non-confidential information in COUNTY's possession requested by the CONSULTANT in furtherance of performing the services provided for in this agreement.
- C. Pursuant to the terms and conditions of this agreement COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

#### **ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports to COUNTY's Contract Administrator at least once a month. The report must be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as directed by COUNTY's Contract Administrator, to discuss progress on the contract.

#### **ARTICLE IX PERFORMANCE PERIOD**

- A. This agreement shall go into effect upon the date of signing by the Chairman of the Shasta County Board of Supervisors, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The contract shall end on December 31, 2021 or when a notice of completion is filed for the project, whichever comes first unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

#### **ARTICLE X ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage

rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$4,357.00. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article XI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Shasta County DPW / William Miller  
1855 Placer Street  
Redding, CA 96001

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$84,748.00 unless amended as provided for in Article V Entire Agreements; Amendments; Headings; Exhibits/ Appendices, paragraph B.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE XI TERMINATION**

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$84,748.00 unless amended as provided for in Article V Entire Agreements; Amendments; Headings; Exhibits/ Appendices, paragraph B.

#### **ARTICLE XII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE XIII RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

#### **ARTICLE XIV AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

#### **ARTICLE XV SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

#### **ARTICLE XVI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

#### **ARTICLE XVII STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

#### **ARTICLE XVIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XX STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the contract shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment.
- E. 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.
- F. 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.
- G. 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.

#### **ARTICLE XXI DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

#### **ARTICLE XXII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties,

in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article XI, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### **ARTICLE XXIII CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

#### **ARTICLE XXIV DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 0%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2, Attachment II) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity,

ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

#### **ARTICLE XXV CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XXVI DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and COUNTY's Public Works Director, who may consider written or verbal information submitted by CONSULTANT.

- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

#### **ARTICLE XXVII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **ARTICLE XXVIII SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXIX INSURANCE**

- 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* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. CONSULTANT shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.

D. CONSULTANT shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of CONSULTANT pursuant to this contract.

E. With regard to all insurance coverage required by this contract:

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) CONSULTANT shall provide County with an endorsement or amendment to CONSULTANT's policy of insurance as evidence of insurance protection before the effective date of this contract.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this contract. In the event any insurance coverage expires at any time during the term of this contract, 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 contract 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 contract, County may, in addition to any other remedies it may have, terminate this contract 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.

#### **ARTICLE XXX OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXXI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

#### **ARTICLE XXXII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

#### **ARTICLE XXXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXXIV EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### **ARTICLE XXXV RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

#### **ARTICLE XXXVI 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.

#### **ARTICLE XXXVII 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.

#### **ARTICLE XXXVIII 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.

#### **ARTICLE XXXIX 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.

#### **ARTICLE XL 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.

#### **ARTICLE XLI 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.

#### **ARTICLE XLII 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.

#### **ARTICLE XLIII 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.

#### **ARTICLE XLIV NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**CONSULTANT:**

Jon Blanchard, Vice President  
Yeh and Associates Consultants, Inc.  
391 Front Street, Suite D  
Grover Beach, CA 93433  
Phone: (805) 481-9590

**COUNTY:**

William Miller, Contract Administrator  
Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001  
Phone: (530) 225-5661; Fax: (530) 225-5667  
Email: wmiller@co.shasta.ca.us

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.

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.

#### **ARTICLE XLV CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire contract which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

***SIGNATURE PAGE FOLLOWS***

**ARTICLE XLVI SIGNATURES**

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

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

By: David M. Yorton, Jr. 3/13/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 03/22/18  
James Johnson  
Risk Management Analyst III

**CONSULTANT**

Yeh and Associates Consultants, Inc.

By: Shan-Tai Yeh  
Print Name: SHAN-TAI YEH  
Title: President  
Date: 3/13/18  
Tax I.D. #: 84-1498347

By: Lih-Ling Yeh  
Print Name: Lih-Ling Yeh  
Title: Corporate Secretary  
Date: 3/13/18

## ATTACHMENT I

### Consultant Cost Proposal (Exhibit 10-h)

**HOURLY BREAKDOWN OF SERVICES**  
**Big Bend Road Slide Repair**  
**Shasta County, California**  
**Geotechnical Services**

FIRM NAME: Yeh and Associates, Inc.

PREPARED BY: J. Blanchard

DATE: February 15, 2018

PROJECT No.: 217-558

CONTRACT TYPE: Actual Cost plus Fixed Fee

WORK ACTIVITY	Principal	Sr. Project Manager	Project Manager	Sr. Project Geologist	Staff Engineer	Jr. Engineer		TOTAL HOURS	COST
<i>Fully Burdened Avg. Rate:</i>	\$ 170.24	\$ 162.26	\$ 133.00	\$ 119.70	\$ 79.80	\$ 43.89			
<i>Typical Staff:</i>	Jon	John	Gresh	Wade	Jamie	Ruben/Dan			
<b>Direct Labor - Geotechnical Services:</b>									
1 Site Visit/Reconnaissance/Site Survey	2	16		20				38	\$ 5,331
2 Exploratory Borings	4		20	66				90	\$ 11,241
3 Laboratory Testing			2	4		32		38	\$ 2,149
4 Instrumentation and Monitoring			8	36				44	\$ 5,373
5 Preliminary Analyses and Report	4	8	8		24			44	\$ 4,958
6 Evaluation and Draft Geotechnical Report	8	16	24	12	60	16		136	\$ 14,077
7 Draft Log of Test Borings (2 sheets)*	2		2	4	16			24	\$ 2,362
8 Final reporting and review	2		12		4	4		22	\$ 2,431
Construction support		Oncall, as-need per contract hourly rates with appropriate escalations							
*Optional									
<b>TOTAL - HOURS</b>	<b>22</b>	<b>40</b>	<b>76</b>	<b>142</b>	<b>104</b>	<b>52</b>	<b>0</b>	<b>436</b>	<b>\$ 47,923</b>
<b>Other Direct Costs</b>									
Travel, mileage, per diem									\$ 1,483
Monitoring Well Permit Fees									\$ 300
Excavation subcontractor (Sunrise)									\$ 1,500
Drilling Subcontractor (4 days)									\$ 24,399
Traffic Control (2 days)*									\$ 3,520
Outside Laboratory tests									\$ 5,623
									\$ -
									\$ -
<b>TOTAL - ODC's</b>									<b>\$ 36,825</b>
<b>TOTAL</b>									<b>\$ 84,748</b>

ATTACHMENT I



**Yeh and Associates, Inc.**  
Consulting Engineers & Scientists

## COST PROPOSAL

Type: Actual Cost plus Fixed Fee  
Project: Big Bend Road Landslide  
Consultant: Yeh and Associates, Inc.

Contract No.  
Yeh Project No. 217-558

Date: 02/15/18

## DIRECT LABOR:

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Jon Blanchard	22	\$ 64.00	\$ 1,408
Sr. Project Manager	John Duffy	40	\$ 61.00	\$ 2,440
Project Manager	Gresh Eckrich	76	\$ 50.00	\$ 3,800
Sr. Project Geologist	Wade Hoon	142	\$ 45.00	\$ 6,390
Staff Engineer	Jamie Cravens	104	\$ 30.00	\$ 3,120
Jr. Engineer	Ruben Atilano	52	\$ 16.50	\$ 858
		0	\$ -	\$ -

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 18,016.00	
b) Anticipated Salary Increases	\$ 145.92	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		\$ 18,162

## FRINGE BENEFITS

d) Fringe Benefits (Rate: %)	e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$ -
------------------------------	--------------------------------------	------

## INDIRECT COSTS

f) Overhead (Rate: 139.8 %)	g) Overhead [(c) x (f)]	\$ 25,390.36
h) General and Administrative (Rate: 0.076 %)	i) Gen & Admin [(c) x (h)]	\$ 13.80
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 25,404

## FEE (Profit)

q) (Rate: 10 %)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)	\$ 4,357
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## OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel, mileage, per diem			\$ 1,483.00
m) Monitoring Well Permit Fees	2	\$ 150.00	\$ 300.00
n) Excavation subcontractor (Sunrise)			\$ 1,500.00
o) Drilling Subcontractor (4 days)			\$ 24,398.85
p) Traffic Control (2 days)*			\$ 3,520.00
r) Outside Laboratory tests			\$ 5,623.00
s)			\$ -
t)			\$ -
u)			\$ -
p) TOTAL OTHER DIRECT COSTS [sum(l - o)]			\$ 36,825
TOTAL COST [(c) + (j) + (k) + (p)]			\$ 84,748



Type: Lump Sum (firm fixed price)

Consultant: Yeh and Associates, Inc.

Contract No. Actual Cost plus

Date:

1/0/1900

## 1. Calculate Average Hourly Rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	2 Year Contract Duration
\$ 18,016.00	436	= \$ 41.32	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$ 41.32	+ 3.5%	= \$ 42.77	Year 2 Avg Hourly Rate
Year 2	\$ 42.77	+ 3.5%	= \$ 44.26	Year 3 Avg Hourly Rate
Year 3	\$ 44.26	+ 3.5%	= \$ 45.81	Year 4 Avg Hourly Rate
Year 4	\$ 45.81	+ 3.5%	= \$ 47.42	

## 3. Calculate estimated hours per year (Multiply estimated % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	80%	+ 436	= 348.8	Estimated Hours Year 1
Year 2	18%	+ 436	= 78.5	Estimated Hours Year 2
Year 3	1%	+ 436	= 4.4	Estimated Hours Year 3
Year 4	1%	+ 436	= 4.4	Estimated Hours Year 4
Total	100%	Total	= 436	

## 4. Calculate Total Costs including escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost per Year	
Year 1	\$ 41.32	* 349	= \$ 14,412.80	Estimated Hours Year 1
Year 2	\$ 42.77	* 78	= \$ 3,356.38	Estimated Hours Year 2
Year 3	\$ 44.26	* 4	= \$ 192.99	Estimated Hours Year 3
Year 4	\$ 45.81	* 4	= \$ 199.75	Estimated Hours Year 4
Total	Total Direct Labor Cost with Escalations		= \$ 18,161.92	
	Direct Lab Subtotal before Escalation		= \$ 18,016.00	
	Estimated total Direct Labor Salary Increase		= \$ 145.92	Transfer to page 1

## NOTES:

1. Anticipated Notice to proceed is March 13, 2018.
2. End of Yeh fiscal year is December 31.
3. Construction support would likely be provided as task order amendment at hourly rates with applied escalation.

Ferguson Slide Stability Evaluation  
216-258

0  
0

Test	Cooper		Test	Advanced Terra/Cal Poly	
	Rate 2017	No.		Rate 2016	No.
Molsture-Unit Wt. (D2937)	\$24		Molsture-Unit Wt. (D2937)	\$23	
Molsture Content	\$20		Chunk density (D4531)	\$62	
Plasticity (D2488), wet prep	\$239		Direct Shear - joint 3 pts residual	\$496	
Plasticity (D2488), dry prep	\$167		Direct Shear - joint 1 pt peak and residual	\$431	
Sieve Analysis (D422)	\$112		Unconfined - rock (D7012)	\$133	
Specific Gravity (D854)	\$91		Unconfined - rock with stress-strain (D5607)	\$296	4
Organic Content (D2974)	\$91		Unconfine - rock Ey only	\$252	
Sand Equivalent (D2419)	\$112		Indirect split tensile strength (Brazil disk),	\$118	
Percent Passing #200 (D1140)	\$81		Direct tensile strength	\$252	
Hydro and Sieve (D422)	\$187		Point Load Index	\$23	
Incremental Consol. UI-RL, 2 Cv (D2435)	\$502				
CRS Consol (D4186)	\$402				
Expansion Index (D2489)	\$402				
Swell-Collapse, 1 point (D4546-B)	\$882				
Swell-Collapse, 4 point (D4546-A)	\$75				
Qu - Soil (D2166)	\$224				
Qu - Rock (D7012-C)	\$139				
Qu - Rock with strain (D7012-D), photos +\$48	\$482				
UU at wo (D2850)	\$964				
CU, per point (D4746)	\$209				
CU multi-stage, 3 pts. (D4746), no pics	\$314				
Direct Shear, CD per pts. (D3080)	\$585				
Direct Shear, per pts., residual (D3080)					
Direct Shear, per pt., fully soft, pk + res (D3080)					
Flex Wall permeability (D5084)	\$326				
Corrosion Suite (pH, R, SO4, Cl)	\$240				
Sulfates	\$52	5			
Chlorides	\$44	5			
Modified Proctor, 4-inch (D1557)	\$267				
Modified Proctor, 6-inch (D1557)	\$319				
California Impact (Cal 216)	\$336				
R-value, soil (D2844, Cal 301)	\$256				
R-value, with gravel	\$289	1			
R-value, admix	\$398				
Point Load Index, (D5731)	\$80				
Laboratory Percolation (Cooper)					
Concrete Cylinder (f'c, mold, cure)					
Sample prep, non routine					
Remold					
Clay shale prep					
Shipping	\$100	1	Special prep to cut, cap, grind (per hr)	\$89	
			Shipping	\$100	
Subtotal for Lab Testing	\$ 869		Subtotal for Lab Testing	\$ 1,184	
Mark-up (cost + %)	0%		Mark-up (cost + %)	0%	
Totals for Lab Testing	\$ 869		Totals for Lab Testing	\$ 1,184	

Test	Unit	Cal Poly	
		Rate 2017	No.
Water content (ASTM D2216)	Sample	\$15	
Water content & density (ASTM D2937)	Sample	\$20	
Liquid & plastic limits (ASTM D4318)	Sample	\$140	
Liquid limit only (ASTM D4318)	Sample	\$80	
Percent passing #200 (ASTM D1140)	Sample	\$60	
Sieve analysis, through #200 (ASTM D6913)	Sample	\$100	
- add for samples > 5kg	Sample	\$40	
Hydrometer & sieve (ASTM D422)	Sample	\$150	
Specific gravity (ASTM D854)	Sample	\$70	
Organic content (ASTM D2974)	Sample	\$70	
Peat Fiber Content (ASTM D1997)	Sample	\$50	
Von Post Classification (ASTM D5715)	Sample	\$20	
pH Determination (ASTM D4972)	Sample	\$30	
Modified Proctor, 4-inch (ASTM D1557)	Sample	\$230	
Modified Proctor, 6-inch (ASTM D1557)	Sample	\$270	
Modified Proctor, 6-inch (ASTM D1557)	Sample	\$270	
Maximum density (ASTM D4253)	Sample	\$200	
Minimum density (ASTM D4254)	Sample	\$100	
Flexible wall, < 3-inch dia., (ASTM D5084)	Sample	\$300	
- add for 4-inch dia.	Sample	\$100	
Constant head, < 3-inch dia., (ASTM D2434)	Sample	\$250	
Constant head, 14-in. dia., dual-ring rigid-wall permeameter	Sample	\$500	
Unconfined compression (ASTM D2166)	Sample	\$70	
Unconsolidated-undrained (ASTM D2850)	Sample	\$100	
Consolidated-undrained w/ps (ASTM D4767)	Point	\$400	3
- add for 2-3 point staged test	Sample	\$400	3
- add for cyclic loading	Point	\$800	
Direct shear, sand (ASTM D3080)	Point	\$100	
Direct shear, silt or clay, (ASTM D3080)	Point	\$145	6
- add for remolded direct shear specimen	Point	\$30	
- add for direct shear residual strength	Point	\$50	6
Direct simple shear (ASTM D6528)	Point	\$600	
- add for p & s wave measurements	Point	\$100	
- add for up to 500 cycles	Point	\$600	
Resilient modulus (AASHTO T307)	Sample	\$1,000	
California bearing ratio (ASTM D1883)	Sample	\$300	
- add for swell and soak	Sample	\$50	
Interface Direct Shear (12-inch box)			
- Granular soil only (ATM D3080)	Point	\$500	
- Granular soil/ geosynthetic (ASTM D5321/ D6243)	Point	\$600	
- Cohesive soil/ geosynthetic (ASTM D5321/ D6243)	Point	\$700	
- Geosynthetic/ geosynthetic (ASTM D5321/ D6243)	Point	\$700	
Inc. consolidation, to 10 loads (ASTM D2435)	Sample	\$350	
- add for additional load increments	Point	\$30	
Inc. Consol (16 pts, UI-RL, max. 32ksf)	Sample	\$530	
Constant strain rate consolidation (ASTM D4186)	Sample	\$425	
Swell/collapse, method "A", 4 points (ASTM D4546)	Sample	\$600	
Swell/collapse, methods "B or C" (ASTM D4546)	Sample	\$180	
Expansion index (ASTM D4829)	Sample	\$230	
Filter paper (ASTM D5298)	Sample	\$100	
Pressure plate (ASTM D6836)	Sample	\$250	
Relative humidity (not standardized)	Sample	\$100	
Surface texture characterization w/ optical interferometer	Hour	\$150	
Faculty	Hour	\$175	
Senior Lab or Field Technician	Hour	\$100	
Lab or Field Technician	Hour	\$55	
Student	Hour	\$25	
Subtotal for Lab Testing		\$ 3,570	
Mark-up (cost + %)		0%	
Totals for Lab Testing		\$ 3,570	

Test	Unit	Yeh - Grover	
		2018 Rate	No.
Water content (ASTM D2216)	Sample	\$10	
Water content & density (ASTM D2937)	Sample	\$20	20
Water content & waxes/chunk density	Sample	\$50	
Water content & tube sample/cut density	Sample	\$40	
Liquid & plastic limits (ASTM D4318)	Sample	\$75	4
Percent passing #4, #200 with %6, %5, %F (ASTM D1140)	Sample	\$50	6
Sieve analysis, through #200 (ASTM D6913)	Sample	\$75	4
Sieve analysis (3"-#200) with split sieve (ASTM 6913)	Sample	\$125	
- add for samples > 5kg	Sample	\$40	
Hydrometer & sieve (ASTM D422)	add	\$90	
Specific gravity (ASTM D854)	Sample	\$70	
ASTM USC (D2487)/AASHTO M-345 (PI, Sieve/wash, M-D)	Sample	\$200	
Modified Proctor, 4-inch (ASTM D1557)	Sample	\$250	1
Modified Proctor, 6-inch (ASTM D1557)	Sample	\$350	
Swell/collapse, method "A", 4 points (ASTM D4546)	Sample	\$200	
Swell/collapse, methods "B or C" (ASTM D4546)	Sample	\$75	
Expansion index (ASTM D4829)	Sample	\$175	
Point load index - lab	each	\$60	
Point load index - field	each	\$25	
R-value	each	\$350	
pH and resistivity, as received or wet	each	\$75	
pH and resistivity, Caltrans curve	each	\$125	5
pocket pen or torvane on lab sample	each	\$10	
remold, saw cut, plaster cap	ea	\$30	1
Subtotal for In-house Lab Testing		\$ 2,205	
Total for outside lab testing		\$ 5,623.00	
Totals for Lab Testing		\$ 12,406,920	
TOTAL LAB COSTS: \$		12,406,543.00	



Big Bend Road Slide Repair

Actual Cost plus Fixed Fee

**Yeh Other Direct Costs**

Item	Qty.	Rate	Billing Factor	Cost
Travel, subsistence, and expenses	4	\$ 61.00	1	\$ 244.00 per day
Lodging (Caltrans + tax, fees), field logging, PM visit	6	\$ 150.00	1	\$ 900.00 with receipt
per diem	5	\$ 46.00	1	\$ 230.00
pm vist	0	\$ -	1	\$ -
Automobile mileage (per day), Wade	200	\$ 0.55	1	\$ 109.00
Automobile mileage (per day), PM		\$ 0.55	1	\$ -
		\$ -	1	\$ -
		\$ -	1	\$ -
		\$ -	1	\$ -
		\$ -	1	\$ -
				\$ -
<b>Total ODC's</b>				<b>\$ 1,483.00</b>

Big Bend Road Slide Repair  
Actual Cost plus Fixed Fee

**Drilling and Sampling Services:**

Item	Unit	Qty.	Taber		Rate	Project Cost	Rate	Project Cost	Rate	Project Cost
			Rate	Project Cost						
Drilling Mob-Demob/Stand-By	each	1	\$ 2,800.00	\$ 2,800.00						
Crew Mob-demob, daily travel	hr	5.00	\$ 225.00	\$ 1,125.00						
Drilling, 2-person crew (8-hr day)	hr	40.0	\$ 320.00	\$ 12,800.00						
OT Drilling	hr	0.0	\$ 380.00	\$ -						
Support truck	day		\$ -	\$ -						
Decon Trailer (RG quote)	day		\$ -	\$ -						
per diem (3-person crew)	day	5.0	\$ 500.00	\$ 2,500.00						
Cement	sack	20.0	\$ 7.50	\$ 150.00						
2.75" SI Casing	10' stick	8	\$ 110.00	\$ 880.00						
SI bottom cap	each	2	\$ 15.00	\$ 30.00						
SI top cap	each	2	\$ 10.00	\$ 20.00						
Bentonite chips sacks	sack	6	\$ 12.00	\$ 72.00						
Rapid set concrete sack	sack	2	\$ 15.00	\$ 30.00						
Polymer	gal	0.125	\$ 280.00	\$ 35.00						
1.5" x 10' PVC Monitoring well scree	10' stick	3	\$ 35.00	\$ 105.00						
1.5" x 10' PVC Blank casing	10' stick	5	\$ 30.00	\$ 150.00						
Bottom cap, well	each	2	\$ 15.00	\$ 30.00						
Top cap, well	each	2	\$ 2.00	\$ 4.00						
Christy box, 8"	each	3	\$ 225.00	\$ 675.00						
Sand	bag	8	\$ 12.00	\$ 96.00						
			\$ -	\$ -						
			\$ -	\$ -						
Bit charge	each	150	\$ 8.00	\$ 1,200.00						
DOT Drums	ft		\$ -	\$ -						
Grout drill holes (RG quote)	each		\$ -	\$ -						
extra person	each		\$ -	\$ -						
Expendibles:	lump		\$ -	\$ -						
Misc.	ls	1	\$ 271.00	\$ 271.00						
plastic sheeting	roll	0.5	\$ 120.00	\$ 60.00						
Cutting disposal	each		\$ 2.50	\$ -						
core boxes	ft	12	\$ 17.00	\$ 204.00						
			\$ -	\$ -						
<b>Total Subcontracted Costs</b>				<b>\$ 23,237</b>			<b>\$ -</b>		<b>\$ -</b>	
Risk Factor				5%						
				\$ 24,398.85			<b>\$ -</b>		<b>\$ -</b>	
				\$ -			<b>\$ -</b>		<b>\$ -</b>	

**Other Subcontracted Services**

Item	Unit	Qty.			Risk	Project Cost	Sub/Vendor
			Rate	Cost			
Soil Boring abandonment	each		\$ -	\$ -	0%	\$ -	
MW permit (>10')	each	2	\$ 295.86	\$ 591.72	0%	\$ 591.72	Shasta County
Traffic control	day	2	\$ 1,600.00	\$ 3,200.00	10%	\$ 3,520.00	Statewide
Traffic signs	day	0	\$ -	\$ -	0%	\$ -	
Sunrise Excavating	day	1	\$ 1,500.00	\$ 1,500.00	0%	\$ 1,500.00	Sunrise, smooth acces
Slurry backfill	cy	0	\$ -	\$ -	10%	\$ -	
chem tests	each	0	\$ -	\$ -	10%	\$ -	
drum disposal	each	0	\$ -	\$ -	10%	\$ -	

## ATTACHMENT II

### Consultant Contract DBE Information (Exhibit 10-O2)

## EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Shasta County DPW 2. Contract DBE Goal: 0%  
3. Project Description: Geotechnical Services for Big Bend Road Slide Repair Project, County of Shasta  
4. Project Location: Big Bend Road, 12.3 miles north of SR299, Shasta County  
5. Consultant's Name: Yeh and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$84,748.00  
8. Total Dollar Amount for ALL Subconsultants: \$35,042 9. Total Number of ALL Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount	
<b>Local Agency to Complete this Section</b>				
20. Local Agency Contract Number: <u>706748</u>			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>  \$ 0.00  0 %	
21. Federal-Aid Project Number: <u>PMP-SHACO-002-0</u>				
22. Contract Execution Date: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
23. Local Agency Representative's Signature: <u>William Miller</u>			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
24. Date: <u>3-15-18</u>				
25. Local Agency Representative's Name: <u>WILLIAM MILLER</u>				
26. Phone: <u>530.245.6818</u>				
27. Local Agency Representative's Title: <u>ASSISTANT ENGINEER</u>			15. Preparer's Signature: <u>Jonathan Blanchard</u>	16. Date: <u>3/4/18</u>
			17. Preparer's Name: <u>Jonathan Blanchard</u>	18. Phone: <u>805-481-9590</u>
			19. Preparer's Title: <u>Vice President</u>	

DISTRIBUTION: 1. Original – Local Agency  
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Public Works-16.

**SUBJECT:**

Big Bend Road Slide Repair – PG&E Application and License

**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 “Big Bend Road Slide Repair Project,” Contract No. 706748: (1) Approve and authorize the Public Works Director to sign a Third Party Request to Use PG&E Real Property application; (2) authorize a one-time payment of an administrative fee of \$1,000 to PG&E; and (3) approve and authorize the Public Works Director to sign a license agreement as applicable for property access for a term not to exceed ten years from date of signing and any amendments to the agreement, so long as the agreement and any amendments are approved by County Counsel and Risk Management, providing the agreement and all such amendments otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**SUMMARY**

Access to PG&E’s property is necessary to complete the environmental, archaeological, and geotechnical studies.

**DISCUSSION**

Shasta County experienced severe winter storms in 2017. County, Caltrans and Federal Highway Administration (FHWA) staff have collaborated to identify sites and estimated repair costs. Environmental, engineering and construction steps remain. The County has initiated environmental and geotechnical studies for the main Big Bend Road slide. PG&E owns the adjoining land at the slide location. PG&E will consider granting access subject to a \$1,000 administrative fee.

**ALTERNATIVES**

The Board may decline to authorize the application and license. Property access is necessary.

**OTHER AGENCY INVOLVEMENT**

County Counsel and Risk Management will review the license agreement prior to execution. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Adequate funds are included in the Adopted FY 2017/2018 Road Fund budget. FHWA funding will cover 88.53% of eligible costs. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Third Party Request to Use PG&E Real Property Application	4/5/2018	Third Party Request to Use PG&E Real Property Application

**THIRD PARTY REQUEST TO USE PG&E REAL PROPERTY**

**READ THE FOLLOWING BEFORE COMPLETING AND SUBMITTING THIS FORM:** PG&E occasionally allows the use of its real property by a third party when the proposed use meets certain criteria, including non-interference with PG&E's utility operations and facilities, and non-endangerment to persons, property, and the environment. PG&E may, at its sole and absolute discretion, consider other factors in evaluating a request for such use, including whether any benefit to PG&E or to the local community may be provided by allowing the use. PG&E charges a non-refundable administrative fee of \$1000 for evaluating and processing a request for use of its real property, and will not process a request until this completed form and the administrative fee is received by PG&E. Depending on the nature and complexity of the proposed use, PG&E may require the additional submittal of a formal Work Plan and/or Health and Safety plan detailing the proposed activities on PG&E's land. Absent a request for such information, this completed form will serve as the Work Plan for the proposed use. The form of instrument used to authorize any use of PG&E's land (e.g. license, lease, or grant of easement) will be determined by PG&E in its sole and absolute discretion. If PG&E determines that the instrument to be used is a Grant of Easement, the requesting party will be required to provide a legal description and map of the proposed easement area, signed and stamped by a surveyor licensed in the State of California, and also an offer of consideration, supported by an appraisal prepared by a certified appraiser. In some circumstances, including for any grant of easement, PG&E is required to obtain the permission of the California Public Utility Commission (CPUC) before allowing the use, in which case, the processing time and cost may be significantly increased. If PG&E determines your use requires the approval of the CPUC, PG&E will advise you accordingly. Provision of this request by PG&E to any third party is in no way intended to be an offer to use PG&E's land, and PG&E makes no representation or warranty that submission of your request to PG&E will lead to permission to use PG&E's real property. PG&E has the right to cease consideration of your request at any time for any reason prior to the execution and delivery of a written agreement by both parties. **By signing and submitting this request form to PG&E, you hereby acknowledge and agree to these terms.**

REQUESTOR INFORMATION		IF APPLICABLE, CONTACT/ ATTORNEY INFORMATION	
Patrick First	J M	Minturn Last	Contact / Attorney Name      Position / Title
1855 Placer Street Address	Redding, CA 96001 City, St., Zip	Contact / Attorney Firm Name	
(530) 225-5661 Telephone Number	(530) 225-5667 Fax Number	Telephone Number	Fax Number
E-mail Address		E-mail Address	
Shasta County Public Works			
Legal status of Requestor (e.g. California corporation, individual dba [Business Name], individual, public body of the state of California, etc.)			

**LOCATION OF PG&E REAL PROPERTY WHICH REQUESTOR DESIRES TO USE**

(Be as complete as possible, i.e. city, county, street, cross-street, assessor's parcel no., township, range, section, location sketch)

APN: 021200032. On Big Bend Road approximately 12.3 miles north of State Highway 299.

**DETAILED DESCRIPTION OF PROPOSED USE OF PG&E'S REAL PROPERTY**

(Be as complete as possible. As applicable, include the time frame for the proposed use, number of people/animals as well as any employees or contractors, a description of crops proposed, vehicular use, and a description of any personal property to be brought onto the property or structures to be erected, including fencing. Also, include existing improvements and condition of the area to be used.)

California storm events in early 2017 caused a slide along Big Bend Road at the location described herein. The traveled way has been reduced on Big Bend Road at the slide leaving only one lane open to traffic using two way traffic control, this affects both residents in the communities beyond the slide as well as PG&E sites. Under the Federal Highway Administration's (FHWA)

Emergency Relief (ER) Program the County must proceed under standard procedures for the permanent restoration of the roadway since access past the slide is available. These procedures require us to obtain environmental clearance before construction can begin. The County needs use of this PG&E property to allow our environmental consultant access to the site as they need to complete various studies and research to obtain proper CEQA/NEPA documentation. As well as the environmental studies, the County has a geotechnical consultant that will conduct 5 soil borings to provide vital information to complete final design of the slide repair. It is likely that only 2 of the bore locations will be outside the County right-of-way on PG&E property. The environmental consultant will have minimal impact to the property with only a few people on site at any one time and likely no equipment. The geotechnical consultant will have a larger impact with the need to access certain locations to perform the boring operations. The geotechnical consultant will use subcontractors for the drilling and access to the site. The drilling will be done using a truck mounted drill and access will be provided by use of loader, excavator, or dozer or a combination thereof. Very little natural land will be disturbed to obtain access, most of the area needed has been disturbed by the slide itself and this work will mostly consist of moving slide debris. All consultants and operations will access the property using Big Bend Road.

**CLEARLY DESCRIBE ANY FACILITIES PROPOSED TO BE INSTALLED ON PG&E'S REAL PROPERTY**

(type, size, number, measurements, materials, include plan/profile drawings)

Depending on the conditions the geotechnical consultant discovers during the soil borings it may be necessary to leave behind some temporary instrumentation to further monitor movement of the slide and ground water. If called for by the geotechnical consultant an inclinometer and monitoring well may be installed in the 2 bore locations on PG&E's property. The 1.5" monitoring well, if installed, will be located roughly 150-200' north of Big Bend Road onto PG&E property at the slide. The slope inclinometer casing, if needed, would be installed roughly 50' north of Big Bend Road onto PG&E property.

**DESCRIBE THE PROPERTY'S CULTURAL AND ENVIRONMENTAL RESOURCES**

(% wooded, vacant land, wetlands, creeks, waterways etc.):

The County's environmental consultant will fully evaluate the area to obtain proper CEQ/NEPA documentation for construction of the slide repair. This area is potentially ancestral territory of the Madesi Band of the Pit River Tribe. A cursory review of the area of the property the county will need access to shows it is a wooded vacant area with no wetlands, creeks, or waterways.

**DESCRIBE ANY POTENTIAL ECONOMIC, SOCIAL OR POLITICAL ISSUES OF CONTENTION**

(e.g., project funding issues, scheduling, environmental liabilities):

The main issue for the project would be if further damage is sustained to the road jeopardizing the remaining traveled way. Completing these studies will help move the project forward closer to final repair of the slide and road.

**WILL PG&E NEED TO MAKE ANY PHYSICAL CHANGES TO THE REAL PROPERTY OR FACILITIES TO ACCOMMODATE THIS REQUEST (I.E., SOIL EXCAVATIONS, INCREASE/DECREASE OF GRADE)?**

☐ YES. DESCRIBE BELOW      ☒ NO

No. The geotechnical consultant will have a subcontractor to provide access to the drill sites.

**LIST AND ATTACH FEDERAL, STATE, AND LOCAL PERMITS GRANTED OR APPLIED FOR. IF DOCUMENTS ARE NOT YET AVAILABLE, LIST DATES OF AVAILABILITY AND CONTACT INFO.**

Permits from any agency for final construction of the project will be determined during the environmental phase of the project. At this time it is unknown if there will be any required.

**SCHEDULE FOR PROCESS:**

Requestor needs transactional document by (Date): 5/14/18

***Note: Date should include contingency for obtaining CPUC approval of requestor's proposed use in the event PG&E determines such regulatory approval is required.***

Reason(s) for completion and approval timeline. If the request for proposed use is part of a larger project, describe how obtaining use of PG&E's real property fits into the overall project schedule. If contingency for obtaining CPUC approval is not realistic, explain why request for proposed use was not completed earlier or in a timely manner and why expedited treatment may be required.


SUBMIT THIS REQUEST ALONG WITH A CHECK PAYABLE TO PG&E IN THE AMOUNT OF \$1000, TO:

Pacific Gas and Electric Company  
Attn: Ryan Revheim  
3600 Meadow View Drive  
Redding, CA 96002

Call Ryan Revheim at 530.246.6532 if you have any questions.

\_\_\_\_\_  
Signature of Requestor

\_\_\_\_\_  
Date

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Public Works-17.

**SUBJECT:**

Cassel-Fall River Road at Pit River Bridge – Programmatic Agreement

**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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign a Programmatic Agreement with the California Department of Transportation (Caltrans) and the California State Historic Preservation Officer (SHPO) with no compensation for the Cassel-Fall River Road at Pit River Bridge Replacement Project (the Project) effective upon the date of signing by Caltrans and the SHPO, for a period of five years, or upon completion of the Project, whichever comes first.

**SUMMARY**

A Programmatic Agreement (PA) is proposed to protect cultural resources within project limits.

**DISCUSSION**

The Cassel-Fall River Road at Pit River Bridge is in Fall River Mills. The existing five-span concrete structure was constructed in 1922. The bridge is being replaced through the federal Highway Bridge Program (HBP). Environmental clearances are required. Archaeological studies have been prepared. Consultations have occurred between the County, Caltrans, Pacific Gas and Electric, the United States Army Corps of Engineers, and the Pit River Nation/Ajumawi Band. Significant archaeological and historical resources have been identified. The PA establishes the stipulations to protect these resources during construction.

**ALTERNATIVES**

The Board may decline to enter into the PA. The project would be delayed pending resolution.

**OTHER AGENCY INVOLVEMENT**

Caltrans oversees the project funding. County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The total project cost estimate is \$7,800,000. Federal funds will cover 88.53%. Adequate funds are included in the 2017/18 Road Fund budget. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Programmatic Agreement	4/2/2018	Programmatic Agreement

**PROGRAMMATIC AGREEMENT  
BETWEEN THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
AND THE  
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
CASSEL-FALL RIVER ROAD BRIDGE REPLACEMENT PROJECT  
IN THE TOWN OF FALL RIVER MILLS, COUNTY OF SHASTA, CALIFORNIA**

**WHEREAS**, pursuant to 23 U.S.C. 326, the Federal Highway Administration (FHWA) has assigned and the California Department of Transportation (Caltrans, including all subordinate divisions defined below) has assumed FHWA responsibility for environmental review, consultation, and coordination under the provisions of the *Fourth Renewed Memorandum of Understanding (MOU) between the Federal Highway Administration, California Division, and the California Department of Transportation – State Assumption of Responsibility for Categorical Exclusions*, which became effective on May 31, 2016, and applies to this Undertaking; and,

**WHEREAS**, pursuant to the January 1, 2014, *First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA), Caltrans is deemed to be a federal agency for all highway-aid projects it has assumed, and in that capacity Caltrans has assigned the role of “agency official” to the Caltrans Division of Environmental Analysis (DEA) Chief for the purpose of compliance with 36 CFR 800 and is responsible for oversight of District environmental responsibilities. To provide for effective compliance, day-to-day responsibilities and coordination of the Section 106 process are further delegated to the DEA Cultural Studies Office (CSO) Chief; and,

**WHEREAS**, the applicant, the County of Shasta (County), proposes to construct the FHWA-funded Cassel-Fall River Road Bridge Replacement Project (Undertaking), consisting of replacing the structurally deficient Cassel-Fall River Road Bridge (Bridge #06C0039) over the Pit River on Cassel-Fall River Road in the town of Fall River Mills and County of Shasta. A full project description is provided in Attachment A; and,

**WHEREAS**, the Undertaking’s Area of Potential Effects (APE) (Attachment B to this PA) and area of direct impact (ADI) include the following resources which will not be adversely affected: the existing bridge (#06C0039) (determined not eligible for the National Register of Historic Places [NRHP]); pre-contact archaeological site P-45-004703 (assumed eligible under Criterion D); and a built environment resource known as the Knoch Diversion Canal (P-45-004704) (assumed eligible under Criteria A and B); and,

**WHEREAS**, Caltrans has determined that adverse effects to P-45-004703 and the Knoch Diversion Canal—both of which are assumed eligible for listing on the NRHP for the purposes

of the Undertaking pursuant to Stipulation VIII.C.4 of the Section 106 PA—can be avoided through the creation, monitoring, and effective enforcement of Environmentally Sensitive Areas (ESAs) as described in Attachment D; and,

**WHEREAS**, consultation with the Ajumawi Band of the Pit River Nation and ethnographic research identified an additional resource within the APE known as the Ajumawi Settlement Area traditional cultural property (TCP); for the purposes of this undertaking Caltrans is treating the Ajumawi Settlement Area TCP as a Historic District assumed eligible for listing on the NRHP under Criteria A and D. Furthermore, two archaeological sites with a potential to be adversely affected have been identified and are considered contributing features of the Historic District: multi-component site CA-SHA-3643/H (previously determined eligible), and pre-contact site P-45-003652 (not evaluated); and,

**WHEREAS**, archaeological sites CA-SHA-3643/H and P-45-003652 lie on the east side of the Pit River on either side of Cassel-Fall River Road, there is a potential that one or both sites could extend underneath the existing bridge abutment, roadway, and fill prism, a section of the ADI which will be inaccessible until construction begins; and,

**WHEREAS**, Caltrans and the County were unable to identify the full extent of CA-SHA-3643/H and P-45-003652 within the ADI and are therefore unable to determine how the undertaking may adversely affect these properties, Caltrans has consulted with the State Historic Preservation Officer (SHPO) and, where the Section 106 PA so directs, in accordance with 36 CFR Part 800, the regulation implementing Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), as amended (NHPA), Caltrans has determined that preparation of a Programmatic Agreement (PA) is the appropriate means to ensure completion of the identification and evaluation of potential historic properties within the ADI, and to provide for the resolution of any adverse effects on identified historic properties subsequent to its approval of the Undertaking pursuant to 36 CFR §800.4(b)(2) and 800.14(b) (see Attachment C). Caltrans will file a copy of this PA with the Advisory Council on Historic Preservation (ACHP) pursuant to Stipulation X.C.4 of the Section 106 PA; and,

**WHEREAS**, Caltrans District 2 (District 2) and the County have a responsibility to fulfill the terms of this PA and are participating as invited signatories; and,

**WHEREAS**, Caltrans has consulted with Pacific Gas and Electric (PG&E), the property owner, regarding the Undertaking and has invited them to concur in this PA; and,

**WHEREAS**, Caltrans has consulted with the Pit River Nation/Ajumawi Band regarding the Undertaking and has invited them to concur in this PA; and,

**WHEREAS**, Caltrans, per Stipulation I.F of the Section 106 PA, has consulted with the United States Army Corps of Engineers, Sacramento District, regarding the Undertaking and has invited them to concur in this PA; and,

**WHEREAS**, Caltrans has consulted with the Shasta County Historical Society and the Fort Crook Historical Society;

**NOW, THEREFORE,** the PA signatories agree that, upon the County's decision to proceed with the Undertaking, Caltrans shall ensure that the Undertaking is implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties, and further agrees that these stipulations shall govern the Undertaking and all of its parts until this PA expires or is terminated.

### **STIPULATIONS**

Caltrans shall ensure that the following stipulations are carried out:

#### **I. AREA OF POTENTIAL EFFECTS**

A. The APE for the undertaking, as depicted in Attachment B to this PA, includes all potential ground disturbing activities that would reasonably be expected from the proposed project, including but not limited to all existing and proposed right-of-way, temporary construction easements (TCEs) and staging areas.

B. If the District 2 Professionally Qualified Staff (District 2 PQS) determines that the final design of the project requires modification to the APE, Caltrans shall inform the parties to the PA of the revisions and consult for no more than 15 days to reach agreement on the proposed revisions. If Caltrans, District 2, the County, the SHPO, and other appropriate signatories cannot reach such agreement, then the parties to this PA shall resolve the dispute in accordance with Stipulation XII.C below. If all parties reach mutual agreement on the proposed revisions, District 2 and the County will submit a new APE map reflecting the revisions, consistent with Stipulation VIII.A and Attachment 3 of the Section 106 PA, no later than 30 days following such agreement. Any further investigation or document necessitated by the revised APE will follow the procedures for the identification and evaluation of potential historic properties as specified in Stipulation VIII of the Section 106 PA and in accordance with 36 CFR §800.4(a)(2-4) and 800.4(b). Amendment of the APE will not require an amendment to this PA. The revised APE and supporting documentation shall be incorporated into Attachment B to this PA.

#### **II. PHASED IDENTIFICATION OF ARCHAEOLOGICAL RESOURCES**

A. Caltrans shall ensure that identification of archaeological sites is conducted pursuant to the *Post-Review Discovery and Monitoring Plan for the Cassel-Fall River Road Bridge (6C0039) Replacement Project over the Pit River, Shasta County, California* (Sikes 2017) (Discovery Plan), which is Attachment C of this PA. The Discovery Plan will be used to provide context and guide the identification, evaluation, and assessment of effects and treatment to resolve adverse effects to historic properties as a result of construction activities.

1. Due to lack of surface visibility and the potential for subsurface archeological resources within the footprint of the existing bridge, Extended Phase I (XPI) testing will occur following removal of the fill material adjacent to the known boundaries of CA-SHA-3643/H and P-45-003652.

2. If archaeological resources are identified during XPI investigations that were not considered in the Discovery Plan, the Discovery Plan will be amended, if necessary, to take these resources into consideration, and circulated among the PA signatories and other interested parties.
3. If archaeological resources are identified as a result of XPI investigations or during construction of any stage, and those resources can be protected during construction from any project effects by the establishment and effective enforcement of an Environmentally Sensitive Area (ESA), those resources may be considered eligible for the NRHP for the purposes of the Undertaking without conducting additional subsurface testing or surface collecting in accordance with Stipulation VIII.C.3 of the Section 106 PA. The ESA Action Plan is Attachment D of this PA.
4. If archaeological resources are identified that do not meet the thresholds of eligibility for listing in the NRHP as discussed in Stipulation III, below, no further consideration will be given under the terms of this PA.
5. If archaeological resources are identified that meet the thresholds of eligibility discussed in Stipulation III, below, they will be considered eligible for listing in the NRHP, and if those resources cannot be protected from any potential project effects by the establishment of an ESA, Caltrans shall follow Stipulation IV and the Discovery Plan.

### III. EVALUATION

Background research and XPI testing up to the toe of fill for the existing bridge indicate that there is a high probability that cultural resources will be uncovered during construction of the Undertaking. Until ground disturbance associated with demolition of the existing bridge has begun, however, the quantity, quality, and integrity of archaeological remains will be unknown. The following thresholds will be utilized in order for qualified consulting archaeologists, with oversight by District 2 PQS, to make eligibility calls in the field. By adhering to the thresholds described below, Caltrans may assume SHPO concurrence with their findings. Caltrans may consult SHPO staff at any time should a question about eligibility arise.

#### A. Thresholds of Eligibility

##### 1. Prehistoric Properties

- a. It is often not possible to determine whether prehistoric sites and features are eligible for the NRHP until laboratory studies have been completed and analyzed. Therefore, any prehistoric site or feature, with the exception of isolated artifacts (defined as less than three artifacts within a 100-square-meter area per Attachment 4 of the Section 106 PA), will be assumed eligible for the NRHP under Criterion D.
- b. To the extent possible, the County, with oversight provided by District 2 PQS, shall consult with Indian tribes that may attach religious or cultural significance to the historic property to determine if the site has values that

may qualify it as eligible for the NRHP under Criteria A, B, and/or C in addition to, or instead of Criterion D.

2. SHPO Notification

District 2 will notify the SHPO within 48 hours if any properties are identified that meet the thresholds for eligibility for the NRHP. SHPO will be afforded 72 hours to review and comment on any properties identified. Absent objections pursuant to Stipulation XII.C, Caltrans may combine the assessment of effects and data recovery phases of the treatment, if necessary, as discussed in Stipulations IV and V.

**IV. ASSESSMENT OF EFFECTS**

A. District 2 PQS shall assess the effects of the Undertaking on any properties listed, eligible, or considered eligible for the NRHP within the APE in accordance with Caltrans policies and guidelines and the Discovery Plan.

1. If District 2 PQS determines that the Undertaking meets the conditions of Stipulation X.B.1 of the Section 106 PA, Caltrans shall notify SHPO of a finding of No Adverse Effects with Standard Conditions (ESA).
2. If District 2 PQS concludes that the Undertaking will have an effect on properties considered eligible for the NRHP, but the effect is not considered adverse, District 2 shall notify the PA parties and any Indian tribe that might attach religious or cultural significance to the affected property of a finding of No Adverse Effect.
3. If District 2 PQS concludes that the Undertaking will have an adverse effect on properties considered eligible for the NRHP, Caltrans shall notify the PA parties and any Indian tribe that might attach religious or cultural significance to the affected property of a finding of Adverse Effect.
4. Should any of the parties notified under Stipulation IV.2 or IV.3 above respond with comments within 48 hours, District 2 shall take into account their comments or continue consultation with any commenting parties; the continued consultation shall not last more than 15 days. Following the conclusion of any further consultation, District 2 shall take all comments received into account and may carry out actions to resolve any effects. Failure of any notified party to respond within 48 hours of the notification shall not preclude District 2 from proceeding with their proposed actions.

**V. TREATMENT OF HISTORIC PROPERTIES**

A. Caltrans shall ensure that any adverse effects of the Undertaking on CA-SHA-3643/H or P-45-003652 are resolved pursuant to the Discovery Plan (Attachment C).

B. Where data recovery and mitigation are not prescribed, in order to avoid adverse effects to additional deposits and resources that may be eligible for the NRHP, the County will protect those resources from any potential effects during construction by establishment and effective enforcement of ESA(s), following the ESA Action Plan that is appended to this PA as Attachment D. The ESA Action Plan ensures that no work will

take place within the ESA(s), either horizontally or vertically, to a depth that may impact the deposits.

1. In addition, as described in Attachment A, CA-SHA-3643/H will be protected from adverse effects by carefully constructing a temporary access road with geofabric and gravel that will prevent the site from disturbance or rutting by equipment.

C. Any party to this PA may propose to amend the Discovery Plan. Such amendment will not require amendment of this PA.

1. Consultation among the PA parties on major amendments to the Discovery Plan will be 30 calendar days in duration, with the option for extensions and subsequent reviews.
2. Consultation among the PA parties on amendments related to finds during construction will take no more than 10 business days.

D. Disputes regarding amendments proposed hereunder shall be addressed through further consultation among the PA parties, and will be 15 business days in duration. If the dispute is resolved within this time frame the PA parties shall proceed in accordance with the terms of that resolution. If the dispute is not resolved within this time frame, Caltrans shall render a final decision regarding the dispute and the PA parties shall proceed in accordance with the terms of that decision.

## **VI. CONSTRUCTION MONITORING**

A. All ground disturbances will be monitored in the project area, as outlined in the Discovery Plan.

B. Archaeological resources identified during construction monitoring will be evaluated by the monitoring archaeologist, with oversight from District 2 PQS, according to the significance criteria set forth in Stipulation III and the Discovery Plan.

## **VII. TREATMENT AND DISPOSITION OF ARCHAEOLOGICAL MATERIALS**

A. Archaeological material will be treated in accordance with the laboratory procedures as described in the Discovery Plan.

B. At the request of PG&E, the private property owner, all artifacts will be returned to them after analyses are complete.

## **VIII. OTHER MITIGATION AND AVOIDANCE MEASURES**

A. At the request of the Pit River Nation/Ajumawi Band, Caltrans District 2 and the County will develop interpretive materials (e.g., brochure, pamphlet, booklet, etc.) that will be made available to the public. The materials will focus on the identification of ethnobotanicals in and around the project area and will include a description of the ecological benefits and traditional uses of various native plants. The materials will

include information and photographs already collected through interviews and research, as well as information obtained through additional interviews and research, if necessary.

B. After consultation and with agreement from the Pit River Nation/Ajumawi Band, adverse effects to the Ajumawi Settlement Area TCP will be avoided by transplanting and/or replacing any ethnobotanicals (identified in the ethnographic study) that must be removed during construction of the Undertaking. With agreement from the County and PG&E, planting will occur within the project boundaries and on nearby parcels owned by PG&E, taking care to ensure that no historic properties are affected during the process.

## **IX. REPORTING REQUIREMENTS AND RELATED REVIEWS**

A. Within 30 days after District 2 has determined that all fieldwork required under Stipulation II-VII has been completed, District 2 will ensure preparation, and concurrent distribution to the other PA parties for a 30-day review and comment period, a brief letter report that summarizes the field efforts and the preliminary findings that resulted from them. Comments will be shared with SHPO prior to finalization of the letter report. The finalized letter report will subsequently be distributed to the PA parties.

B. Within twelve (12) months after District 2 has determined that all fieldwork required by Stipulation II-VII has been completed, District 2 will ensure preparation, and concurrent distribution to the other PA parties for review and comment, a draft technical report that documents the results of implementing and completing the Discovery Plan. The other PA parties will be afforded 45 days following receipt of the draft technical report to submit any written comments to District 2. Failure of these parties to respond within this time frame shall not preclude District 2 from authorizing revisions to the draft technical report, as District 2 may deem appropriate.

C. District 2 and the County will take all comments into account in revising the technical report and District 2 will submit a final version to CSO for approval. Upon approval, CSO will transmit the technical report to the SHPO along with any comments from the PA parties that were not addressed in the report. The SHPO will have thirty (30) days to comment on the report. If the SHPO does not respond within thirty (30) days District 2 may consider the submitted report as final. The SHPO may request a fifteen (15) day extension if needed.

D. District 2 will provide the other PA parties with written documentation indicating whether and how the draft technical report will be modified in accordance with any comments received from the other PA parties. Unless any PA party objects to this documentation in writing to District 2 within 30 days following receipt, District 2 may authorize modifications to the draft technical report, as District 2 may deem appropriate. Thereafter, District 2 may issue the technical report in final form and distribute this document in accordance with Paragraph E of this Stipulation.

E. Copies of the final technical report documenting the results of the Discovery Plan implementation will be distributed by District 2 to the other PA parties, to the Northeast Information Center of the California Historic Resources Information System (CHRIS), and to interested Tribes.

**X. NATIVE AMERICAN CONSULTATION**

A. District 2 and the County have consulted with the Pit River Nation/Ajumawi Band regarding the proposed Undertaking and its effect on historic properties. District 2 and the County will continue to consult with the Nation/Band, and will afford them, should they so desire, the opportunity to participate in the implementation of this PA and the Undertaking. If other tribes or Native American groups who attach religious or cultural significance to historic properties that may be affected by the Undertaking are identified, Caltrans will invite them to participate as consulting parties as the Section 106 process moves forward.

**XI. TREATMENT OF HUMAN REMAINS OF NATIVE AMERICAN ORIGIN**

A. As legally mandated, human remains and related items discovered during the implementation of the terms of this PA and of the Undertaking will be treated in accordance with the requirements of California Health and Safety Code §7050.5(b). The County Coroner shall be contacted if human remains are discovered. The County Coroner shall have two working days after receiving notification to inspect the remains and make a determination on whether the remains are subject to his or her authority and whether he or she recognizes (or has reason to believe) the human remains are those of a Native American. During this time, all remains, associated soils, and artifacts shall remain in situ and/or on site, and shall be protected from public viewing. This may include restricting access to the discovery site and the need to hire 24-hour security. If, pursuant to Health and Safety Code §7050.5(c), the County Coroner determines that the human remains are or may be of Native American origin, then the discovery shall be treated in accordance with the provisions of §5097.98(a)-(d) of the California Public Resources Code.

B. As such, the Native American Heritage Commission designated the Pit River Tribe (Nation) as the Most Likely Descendant (MLD) on December 11, 2012, for the duration of the Undertaking; consultation ensued and the recommendations of the MLD are documented in a Burial Agreement. Should the parties to the Burial Agreement decide to amend the Burial Agreement, it will not require amendment of this PA.

C. Information concerning the discovery shall not be disclosed to the public pursuant to the specific exemption set forth in California Government Code sections 6254(r) and 6254.10.

**XII. ADMINISTRATIVE PROVISIONS**

**A. Standards**

1. **Definitions.** The definitions provided at 36 CFR §800.16 are applicable throughout this PA.

2. Parties to this agreement are defined as follows:
  - a. **Signatory parties** have the authority to execute, amend, or terminate this PA.
  - b. **Invited signatories** have the authority to amend or terminate this PA.
  - c. **Concurring parties** signing the PA do so to acknowledge their agreement or concurrence with this PA, but have no legal authority under the PA to terminate or amend the PA. Concurring with the terms of the PA does not constitute their agreement with the Undertaking.
3. **Professional qualifications.** Caltrans will ensure that only individuals meeting the *Secretary of the Interior's Professional Qualification Standards for Archeology and Historic Preservation* (Standards) (48 FR 44738-39) in the relevant field of study carry out or review appropriateness and quality of the actions and products required by Stipulations II, III, IV, V, VI, and VIII in this PA. However, nothing in this stipulation may be interpreted to preclude Caltrans or any agent or contractor thereof from using the properly supervised services of persons who do not meet the Standards.
4. **Documentation standards.** Written documentation of activities prescribed by Stipulations I, II, III, IV, and V of this PA shall conform to the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-44740) as well as to applicable standards and guidelines established by the SHPO.
5. **Curation and curation standards.** If legal owner(s) of materials resulting from the activities presented by this PA choose to curate those materials, Caltrans shall ensure that, to the extent permitted under §5097.98 and §5097.991 of the Public Resources Code and the Native American Graves Protection and Repatriation Act [NAGPRA (25 USC 3001-3013)] and its implementing regulations (43 CFR Part 10), the materials and records resulting from the activities prescribed by this PA are curated in accordance with 36 CFR §79.

#### **B. Confidentiality**

The PA parties acknowledge that the historic properties covered by this PA are subject to the provisions of §304 of the NHPA and §§ 6254(r), 6254.5(e), and 6254.10 of the California Government Code, relating to the disclosure of archaeological site information and, having so acknowledged that said information is confidential, will ensure that all actions and documentation prescribed by this PA are consistent with said sections.

#### **C. Resolving Objections**

1. Should any party to this PA object at any time in writing to the manner in which the terms of this PA are implemented, to any action carried out or proposed with respect to implementation of the PA (other than the Undertaking itself), or to any documentation prepared in accordance with and subject to the terms of this PA, Caltrans shall immediately notify the other PA parties of the objection, request their comments on the objection within fifteen (15) days following receipt of

Caltrans' notification, and proceed to consult with the objecting party for no more than thirty (30) days to resolve the objection. Caltrans will honor the request of the other parties to participate in the consultation and will take any comments provided by those parties into account.

2. If the objection is resolved during the 30-day consultation period, Caltrans may proceed with the disputed action in accordance with the terms of such resolution.
3. If, at the end of the 30-day consultation period, Caltrans determines that the objection cannot be resolved through such consultation, then Caltrans shall forward all documentation relevant to the objection to the ACHP, including Caltrans' proposed response to the objection, with the expectation that the ACHP will, within thirty (30) days after receipt of such documentation:
  - a. Advise Caltrans that the ACHP concurs with Caltrans' proposed response to the objection, whereupon Caltrans will respond to the objection accordingly. The objection shall thereby be resolved; or,
  - b. Provide Caltrans with recommendations, which Caltrans will take into account in reaching a final decision regarding its response to the object. The objection shall thereby be resolved; or,
  - c. Notify Caltrans that the objection will be referred for comment pursuant to 36 CFR §800.7(c) and proceed to refer the objection and comment. Caltrans shall take the resulting comments into account in accordance with 36 CFR §800.7(c)(4) and Section 110(1) of the NHPA. The objection shall thereby be resolved.
4. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, Caltrans may proceed to implement their proposed response. The objection shall thereby be resolved.
5. Caltrans shall take into account any of the ACHP's recommendations or comments provided in accordance with this stipulation with reference only to the subject of the objection. Caltrans' responsibility to carry out all actions under this PA that are not the subjects of the objection shall remain unchanged.
6. If at any time during implementation of the measures stipulated in this PA should a member of the public raise an objection in writing pertaining to such implementation to any signatory party to this PA, that signatory party shall immediately notify Caltrans. Caltrans shall immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment in writing on the objection to Caltrans. Caltrans shall establish a reasonable time frame for this comment period. Caltrans shall consider the objection, and in reaching its decision, Caltrans will take all comments from the other signatory parties into account. Within fifteen (15) days following closure of the comment period, Caltrans will render a decision regarding the objection and respond to the objecting party. Caltrans will promptly notify the other signatory parties of its decision in writing, including a copy of the response to the objecting party. Caltrans' decision regarding resolution of the objection will be final.

Following issuance of its final decision, Caltrans may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.

7. Caltrans shall provide all parties to this PA, and the ACHP, if the ACHP has commented, and any parties that have objected pursuant to Section C.1 of this stipulation with a copy of its final written decision regarding any objection addressed pursuant to this stipulation.
8. Caltrans may authorize any action subject to objection under this stipulation to proceed after the objection has been resolved in accordance with the terms of this stipulation.

**D. Amendments**

1. Any signatory party to this PA may propose that this PA be amended, whereupon all signatory parties shall consult for no more than thirty (30) days to consider such amendment. The amendment will be effective on the date a copy signed by all of the original signatories is filed with the ACHP. If the signatories cannot agree to appropriate terms to amend the PA, any signatory may terminate the agreement in accordance with Stipulation XII.E below.
2. Attachments to this PA may be amended through consultation among the PA parties without amending the PA itself.

**E. Termination**

1. If this PA is not amended as provided for in section D.1 of this stipulation, or if any signatory proposes termination of this PA for other reasons, the signatory party proposing termination shall, in writing, notify the other PA parties, explain the reasons for proposing termination, and consult with the other parties for at least thirty (30) days to seek alternatives to termination. Such consultation shall not be required if Caltrans proposes termination because the Undertaking no longer meets the definition set forth in 36 CFR §800.16(y).
2. Should such consultation result in an agreement on an alternative to termination, the signatory parties shall proceed in accordance with the terms of that agreement.
3. Should such consultation fail, the signatory party proposing termination may terminate this PA by promptly notifying the other PA parties in writing. Termination hereunder shall render this PA without further force or effect.
4. If this PA is terminated hereunder, and if Caltrans determines that the Undertaking will nonetheless proceed, then Caltrans shall comply with the requirements of 36 CFR §800.3-800.6, or request the comments of the ACHP, pursuant to 36 CFR §800.

**F. Reporting**

In addition to the documentation and reporting described in Stipulation VIII, District 2 shall ensure that the parties to this agreement receive an annual update reporting any scheduling changes proposed, any problems encountered, failures to adopt proposed mitigation measures, and any disputes and objects received regarding efforts to carry out the terms of this PA. The update will be due no later than

December 31 of each year, beginning December 31, 2018, and will continue annually thereafter throughout the duration of this PA. At the request of any party to this PA, or if deemed necessary at least on an annual basis, Caltrans shall ensure that one or more meetings are held to facilitate review and comments, and to resolve questions and comments.

**G. Duration of the PA**

The duration of this PA shall be no more than five (5) years following the date of execution by the SHPO and Caltrans, or upon completion of the Undertaking, whichever comes first. If the terms are not satisfactorily fulfilled at that time, Caltrans shall consult with the signatories and concurring parties to extend it or to reconsider its terms. Reconsideration may include continuation of the PA as originally executed, amendment of the PA, or termination. In the event of termination, Caltrans will comply with Stipulations III through XI of the Section 106 PA if it determines that that Undertaking will proceed notwithstanding termination of this PA.

**H. Effective Date**

This MOA will take effect on the date that it has been executed by Caltrans and the SHPO.

**EXECUTION** of this PA by the signatory parties, its filing with the ACHP in accordance with 36 CFR §800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36 CFR §800.6(c), that this PA is an agreement with the ACHP for purposes of Section 110(1) of the NHPA, and shall further evidence that Caltrans has afforded the ACHP an opportunity to comment on the Undertaking and its effects on historic properties, and that Caltrans has taken into account the effects of the Undertaking on historic properties.

**ATTACHMENTS:**

A: Project Description

B: Area of Potential Effects (APE) map

C: Post-Review Discovery and Monitoring Plan for the Cassel-Fall River Road Bridge (6C0039) Replacement Project over the Pit River, Shasta County, California (Discovery Plan)

D: Environmentally Sensitive Area (ESA) Action Plan

**PROGRAMMATIC AGREEMENT  
BETWEEN THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
AND THE  
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
CASSEL-FALL RIVER ROAD BRIDGE REPLACEMENT PROJECT  
IN THE TOWN OF FALL RIVER MILLS, COUNTY OF SHASTA, CALIFORNIA**

**SIGNATORY PARTIES:**

**California Department of Transportation**

By \_\_\_\_\_  
Philip J. Stolarski, Chief  
Division of Environmental Analysis

\_\_\_\_\_  
Date

**California State Historic Preservation Office**

By \_\_\_\_\_  
Julianne Polanco, State Historic Preservation Officer  
California Office of Historic Preservation

\_\_\_\_\_  
Date

**PROGRAMMATIC AGREEMENT  
BETWEEN THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
AND THE  
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
CASSEL-FALL RIVER ROAD BRIDGE REPLACEMENT PROJECT  
IN THE TOWN OF FALL RIVER MILLS, COUNTY OF SHASTA, CALIFORNIA**

**INVITED SIGNATORIES:**

**California Department of Transportation**

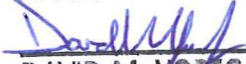
By   
David Moore, District Director  
District 2, Redding

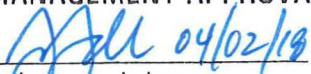
3/21/2018  
Date

**County of Shasta**

By \_\_\_\_\_  
Les Baugh, Chairman  
Board of Supervisors

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
 3/29/18  
**DAVID M. YORTON, JR.**  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**  
BY:  04/02/18  
James Johnson  
Risk Management Analyst

**PROGRAMMATIC AGREEMENT  
BETWEEN THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
AND THE  
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE  
CASSEL-FALL RIVER ROAD BRIDGE REPLACEMENT PROJECT  
IN THE TOWN OF FALL RIVER MILLS, COUNTY OF SHASTA, CALIFORNIA**

**CONCURRING PARTIES:**

**Pacific Gas and Electric Company**

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

**Pit River Nation**

By \_\_\_\_\_  
Mickey Gemmill, Jr.  
Tribal Chairperson

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Ignacio Venegas  
Ajumawi Band Council Representative

\_\_\_\_\_  
Date

**United States Army Corps of Engineers**

By \_\_\_\_\_  
Michael S. Jewel  
Chief, Regulatory Division  
Sacramento District

\_\_\_\_\_  
Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Public Works-18.

**SUBJECT:**

CSA No. 6 (Jones Valley Water) – Engineering Agreement Amendment 2

**DEPARTMENT:** Public Works

County Service Area No. 6-Jones Valley Water

**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**

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with PACE Engineering, Inc. to increase compensation by \$25,100, for a new total not to exceed \$154,000, and to retain the term July 18, 2017 through July 17, 2020, to provide additional design services to add a backwash pump and design for a new Supervisory Control and Data Acquisition (SCADA) system, in addition to the existing leak detection and meter replacement project.

**SUMMARY**

Engineering services are proposed to design automated controls and a backwash pump for the CSA.

**DISCUSSION**

County Service Area No. 6-Jones Valley Water (CSA) provides potable water to 500 customers. A state grant was received to conduct leak detection and design a meter replacement project in the CSA. On July 18, 2017, the Board approved a related engineering services agreement with PACE Engineering, Inc. On November 7, 2017, the Board amended that agreement to include associated environmental studies.

Water is pumped out of the Shasta Lake, filtered, chlorinated and delivered to customers. Winter storm events create high turbidity in the Lake. The treatment plant must be operated manually and lengthy backwash cycles are required. The State Division of Drinking Water has recommended automated controls and a backwash pump to enhance performance. The State has agreed to fund the associated engineering work under their current grant.

**ALTERNATIVES**

The Board may decline to approve the amendment. Existing operations would continue.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The proposed work will be funded through the existing \$200,000 State grant. Adequate funds are included in the Adopted 2017/2018 CSA No. 6 budget. There is no General Fund Impact.

**ATTACHMENTS:**

Description	Upload Date	Description
PACE PSA Second Amendment	3/27/2018	PACE PSA Second Amendment

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND PACE ENGINEERING, INC. FOR  
CSA #6 JONES VALLEY LEAK DETECTION AND  
METER REPLACEMENT PROJECT**

This Second Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and PACE Engineering, Inc. a California corporation, ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on July 18, 2017, to provide engineering services for the CSA #6 Jones Valley Leak Detection and Meter Replacement Project ("Original Agreement"); and

WHEREAS, County and Consultant amended the Original Agreement on November 7, 2017, to change the scope of services and compensation to provide for additional CEQA review and to add a federal environmental documentation (NEPA) provision; and

WHEREAS, County and Consultant desire to amend the responsibilities of Consultant to change the scope of services for additional design services to add a backwash pump and design for a new Supervisory Control and Data Acquisition (SCADA) system; and

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

WHEREAS, County and Consultant desire to increase compensation payable to Consultant by \$25,100 in an amount not to exceed \$154,000 as described in revised Exhibit C, and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph B of Section 1. **RESPONSIBILITIES OF CONSULTANT** of the Agreement is amended as of the effective date of this second Amendment in its entirety to read as follows:

B. Prepare Draft Preliminary Engineering Report to evaluate results from Leak Location Survey Report (PER), meters to be installed, and basis for design of a backwash pump and SCADA system.

II. Paragraph F of Section 1. **RESPONSIBILITIES OF CONSULTANT** of the Agreement is amended as of the effective date of this second Amendment in its entirety to read as follows:

- F. Upon notification from the State, Consultant shall complete final design documents for the construction project identified in the PER. Backwash pump design documents shall include only plans and technical specifications for future County-funded construction. The final design documents shall incorporate all applicable environmental mitigation measures.

III. Paragraph A of Section 3. **COMPENSATION** of the Agreement is amended as of the effective date of this second Amendment in its entirety to read as follows:

- A. Consultant shall submit invoices for successful completion of the services described in Section 1 of this agreement, at the rates provided in revised Exhibit B and Exhibit B-1, attached hereto and incorporated herein, in an amount not to exceed \$154,000.00 as described in Exhibit C, attached hereto and incorporated herein.

IV. **REAFFIRMATION**

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

V. **ENTIRE AGREEMENT**

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

VI. **EFFECTIVE DATE**

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

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. 3/26/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By: James Johnson 03/27/18  
James Johnson  
Risk Management Analyst III

CONSULTANT

PACE Engineering, Inc.

By: Paul J. Reuter

By: Thomas W. Warnock

Print Name: Paul J. Reuter

Print Name: THOMAS W. WARNOCK

Title: President

Title: PRINCIPAL ENGINEER/VP

Date: 3-23-18

Date: 3-23-18

Tax I.D. #: 94-2436391

RCE#: CS6876

RCE#: C45008



## Exhibit B

**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 B-1 for hourly rates on prevailing wage projects.

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

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



Exhibit B-1

**STANDARD CHARGES FOR PREVAILING WAGE PROFESSIONAL SERVICES**  
Effective through December 31, 2018

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$174
Prevailing Wage Group 2 - Construction Observer (O/T)	\$204
Prevailing Wage Group 2 - Construction Observer (Double-Time)	\$235
Prevailing Wage One-man Survey Crew	\$268
Prevailing Wage Two-man Survey Crew	\$369
Prevailing Wage Two-man Survey Crew (O/T)	\$436
Prevailing Wage Two-man Survey Crew (2x O/T)	\$502
Prevailing Wage Three-man Survey Crew	\$488
Prevailing Wage Three-man Survey Crew (O/T)	\$575

**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.  
 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.

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

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

EXHIBIT C

Shasta County Department of Public Works  
Jones Valley Water Meter Replacement and Leak Survey Project  
Engineering Fee Estimate

Work Task	Price
Leak Detection Survey/Study by Subcontractor	\$1,500
Leak Detection and Reporting	\$40,000
Environmental Documentation	\$42,336
Design	\$70,164
<b>Total</b>	<b>\$154,000</b>

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Public Works-19.

**SUBJECT:**

RASL Cooperative Agreement with Caltrans

**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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign a Cooperative Agreement with Caltrans in the amount of \$200,000 to provide County support for the Redding to Anderson Six-Lane Project (RASL) to widen 7.5 miles of I-5, from 4 to 6 lanes, from the City of Redding to the City of Anderson.

**SUMMARY**

Caltrans is pursuing funding for the RASL project and seeks local partners.

**DISCUSSION**

Interstate 5 is a major trade corridor. Additional lanes are required for safety and capacity. The Redding Anderson Six-Lane Project (RASL) project would widen seven miles of freeway including twelve bridges. Caltrans District 2 and the Shasta Regional Transportation Agency (SRTA) are preparing a joint application for \$65.7M in funding through the Trade Corridors Enhancement Program (TCEP). Funding is proposed as follows:

Fund Source	Amount
State Highway Operations and Protection Program (SHOPP)	\$60,522,000
Shasta Regional Transportation Agency (SRTA)	\$333,000
Shasta County	\$200,000
City of Anderson	\$500,000
Regional Transportation Improvement Program (RTIP)	\$17,003,000
Trade Corridor Enhancement Program (TCEP)	\$65,700,000
Total	\$144,258,000

The TCEP application will be considered by the California Transportation Commission (CTC) at their June meeting. A cooperative agreement is proposed to show local support. If funding is approved construction is anticipated to start by

November 2018, and be complete in approximately three years, by the end of 2021.

**ALTERNATIVES**

The Board may elect to modify their support or decline to contribute to the project at this time. The project may or may not be viable without County participation.

**OTHER AGENCY INVOLVEMENT**

Caltrans provided the agreement and is preparing the grant application. The SRTA Board adopted a resolution authorizing submittal of a joint funding application with Caltrans at their December 12, 2017 meeting. The City of Anderson supports the project and has committed local funding. The CTC administers the TCEP. County Counsel has reviewed and approved the agreement as to form. Risk Management has reviewed and approved the agreement. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Adequate funds are included in the Adopted 2017/18 Road Fund budget. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Caltrans Cooperative Agreement	3/27/2018	Caltrans Cooperative Agreement

## **COOPERATIVE AGREEMENT**

### **Local Contribution Only**

This AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

COUNTY OF SHASTA, a political subdivision of the State of California, referred to hereinafter as COUNTY.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code sections 114 and 130.
2. The term AGREEMENT, as used herein, includes this document and any associated attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, CALTRANS is constructing a project that widens mainline Interstate 5 (I-5) to 3 lanes in both the northbound and southbound directions, from the Interstate 5/273 Separation to the 0.4 mile south of Churn Creek Road Overcrossing, post miles 3.8 to 11.7, and is referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
4. COUNTY will contribute an amount of \$200,000 to the PROJECT. Contributed funds will be used for the PROJECT.
5. PARTIES agree that funds will be contributed to the following PROJECT COMPONENTS:
  - CONSTRUCTION CAPITAL

6. PARTIES hereby set forth the terms, covenants, and conditions for COUNTY's contribution toward the PROJECT.

### **ROLES AND RESPONSIBILITIES**

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. COUNTY is a FUNDING PARTY contributing a fixed amount toward the PROJECT as shown in the FUNDING TABLE.
9. CALTRANS is responsible for completing all work for the PROJECT.

### **GENERAL CONDITIONS**

10. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
11. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
12. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
13. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

**INVOICE AND PAYMENT**

14. COUNTY will contribute the funds listed below:

<b>FUNDING TABLE</b>			
<b>Fund Source</b>	<b>Fund Type</b>	<b>Project Component</b>	<b>Amount</b>
LOCAL	Local	Construction Capital	\$200,000
<b>Total Funds</b>			<b>\$200,000</b>

15. CALTRANS will invoice COUNTY for a lump sum (single payment), as a fixed cost, within sixty (60) calendar days the project award.
16. COUNTY will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless COUNTY is paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
17. If COUNTY has received Electronic Funds Transfer (EFT) certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
18. This AGREEMENT will terminate upon CALTRANS' receipt of the PROJECT funds. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

**DEFINITIONS**

**FUNDING PARTY** – A PARTY who commits a defined dollar amount to the PROJECT.

**IMPLEMENTING AGENCY** – The party responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

**PARTY** – The term that references a signatory agencies to this AGREEMENT.

**PARTIES** – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one party's individual actions legally bind the other PARTIES.

**SPONSOR** – The PARTY that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this AGREEMENT necessary to complete the full scope of PROJECT.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

### **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary AGREEMENT contact person for CALTRANS is:

Eric Orr, Project Manager  
1031 Butte Street  
Redding, CA 96001  
Office Phone: (530) 225-3466  
Mobile Phone: (530) 440-5382  
Email: eric.orr@dot.ca.gov

The primary AGREEMENT contact person for COUNTY is:

Patrick J. Minturn, Public Works Director  
1855 Placer Street  
Redding, CA 96001  
Office Phone: (530) 225-5661  
Email: pminturn@co.shasta.ca.us

**SIGNATURES**

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this AGREEMENT.
3. The people signing this AGREEMENT have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
PHIL BAKER  
Deputy District Director  
Program Project Management

VERIFICATION OF FUNDS AND  
AUTHORITY:

By: \_\_\_\_\_  
Budget Representative

CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:

By: Tamara Warren  
TAMARA WARREN  
HQ Accounting Supervisor

COUNTY OF SHASTA

By: \_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

By: \_\_\_\_\_  
LAWRENCE G LEES  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND  
PROCEDURE:

RUBIN E. CRUSE, JR  
County Counsel

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

RISK MANAGEMENT APPROVAL:

By: James Johnson 03/27/18  
James Johnson  
Risk Management Analyst III

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Public Works-20.

**SUBJECT:**

Septage Pond Cleanout Project – Award Construction Contract

**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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Award to the lowest responsive and responsible bidder, Santoro Custom Excavating and Landscaping, on a unit cost basis, the contract for the “2018 Redding Regional Septage Impoundment 1B Cleanout Project,” Contract No. 207513, in the amount of \$197,490.

**SUMMARY**

The low bidder on the Septage Pond Cleanout Project is Santoro Custom Excavating and Landscaping.

**DISCUSSION**

Shasta County operates a septage pond complex west of Anderson. This facility accepts waste pumped out of private septic tanks. The waste is mostly water and biodegradable material. Water evaporates and most of the materials break down but solids gradually accumulate. Impoundment 1B is full. The sludge will be dried and hauled to a solid waste disposal facility. On March 29, 2018, two bids were received and opened. Santoro Custom Excavating and Landscaping was the low bidder with a bid in the amount of \$197,490.

**ALTERNATIVES**

The Board may decline to award the contract. Pond 1B is at capacity.

**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**

The septage ponds are funded through tipping fees collected from septage haulers. The total cost of this project including engineering and contingencies is estimated to be \$230,000. Sufficient funds have been included in the Adopted FY 2017/18 Solid Waste Budget. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Septage Pond Cleanout Project Bid Summary Detail	3/29/2018	Septage Pond Cleanout Project Bid Summary Detail

STATE OF CALIFORNIA  
COUNTY OF SHASTA  
DEPARTMENT OF PUBLIC WORKS

BID OPENING DATE:	March 29, 2018
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FEDERAL NO.:

PREPARED BY: Mark L. Haver DATE: 3/29/8

CHECKED BY: D. J. E. DATE: 3/29/18

ENGINEER'S ESTM.

SHASTA COUNTY  
PUBLIC WORKS DEPT.

PROJECT:

CONTRACT NO.:

2018 Redding Regional Septage  
Impoundment 1B Cleanout  
207513

### LOW BIDDER

Santoro Custom Excavating &  
Landscaping PO Box 542 Douglas City,  
CA 96024

[illegible]

\$	197,490.00
	-0.3%

2nd BIDDER

**Iron Mountain General Engineering, Inc.**  
P.O.Box 991267, REDDING CALIF. 96099

[illegible]

\$	222,000.00
	12%

[illegible]

TOTALS

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Consent - Other Departments-21.

**SUBJECT:**

Approve a budget amendment and approve and authorize the purchase of Self Contained Breathing Apparatus equipment.

**DEPARTMENT:** County Service Area No. 1-County Fire

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Julia Hayen, Staff Services Analyst (530) 225-2516

**STAFF REPORT APPROVED BY:** Mike Hebrard, Fire Warden

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

**RECOMMENDATION**

Take the following actions regarding the purchase of Self Contained Breathing Apparatus (SCBA) equipment: (1) Approve a net zero budget amendment transferring appropriations in the amount of \$574,000 within the CSA #1, County Fire budget; and (2) approve and authorize the purchase of new SCBA equipment through All Star Fire Equipment, Inc., under the California Department of General Services (DGS) contract, in the amount of \$573,243.

**SUMMARY**

Shasta County Fire Department is planning to spend approximately \$1,100,000 in new SCBA equipment over the course of Fiscal Years 2018 and 2019. Recent changes to fire industry guidelines published by the National Fire Protection Association have necessitated a complete replacement of SCBA equipment. Shasta County Fire Department (SCFD) has anticipated this change and reduced new purchasing and maintenance over the last few years. The funds for these purchases will come primarily from fund balance and deferred vehicle purchasing.

**DISCUSSION**

The National Fire Protection Association (NFPA) is a global non-profit organization that creates and updates safety standards and codes for usage and adoption by government agencies. NFPA codes for use and maintenance of fire safety equipment are considered the fire industry standard, and they are referenced by the California Division of Occupational Safety and Health, as well as federal Occupational Safety and Health Administration safety regulations.

The newest 2018 edition of NFPA 1981 Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services meets or exceeds OSHA requirements, and is considered the industry standard for SCBA. By purchasing new equipment that meets this standard, the equipment is expected to have a functional life of 20 years while still meeting these standards.

SCFD would like to use the All Star Fire Equipment, Inc. contract through DGS for the purchase of Scott brand SCBA to allow for interoperability with other fire agencies in Shasta County that will also be converting to the Scott brand SCBA. This interoperability will provide greater safety by allowing exchange of air tanks between personnel from different agencies. Using one brand and model will also allow for consistency of training and maintenance between SCFD, CAL FIRE and other agency personnel using the Scott brand SCBA.

SCFD requests the Board approve and authorize the purchase of 100 SCBAs, 25 additional Facepieces and 100 additional air cylinders through All Star Fire Equipment, Inc. for fiscal year 2017/2018. All Star Fire Equipment successfully competed in a statewide DGS competitive procurement, and was awarded the statewide contract for SCBAs meeting the needed specifications. This DGS contract is available for use by local government agencies.

SCFD has known for several years that updates were pending for NFPA 1981 standards, which would necessitate major overhaul or replacement of the current SCBA equipment. To that end, SCFD has deferred replacement of any equipment and conducted only required maintenance in an effort to create carryover funds for the anticipated replacement of SCBA equipment.

SCFD requests transfer of \$574,000 from Capital Asset account 065165 – Two Fire Engines to account 035500 – Minor Equipment for the purchase of 100 Self Contained Breathing Apparatus, 25 additional Facepieces, and 100 additional air cylinders in the fiscal year 2017/2018.

### **ALTERNATIVES**

The Board may choose not to approve and authorize the purchase through All Star Fire Equipment, Inc., and direct County Purchasing to conduct competitive procurement. The Board may decline to approve the budget amendment. This is not recommended as SCFD would be unable to purchase the industry standard SCBA equipment, and would fail to meet current health and safety guidelines.

### **OTHER AGENCY INVOLVEMENT**

The recommendation has been reviewed by the County Administrative Office and County Purchasing Unit. This recommendation has also been reviewed by the CAL FIRE Shasta-Trinity Unit SCBA Program Coordinator.

### **FINANCING**

The total cost for this purchase is estimated at \$573,243 in Fiscal Year 2017/2018 and \$567,589 in Fiscal Year 2018/2019. The appropriations for the SCBA purchase in FY 2017/2018 will come from deferred vehicle purchasing appropriations in the approved budget. The appropriations for FY 2018/2019 have been included in the SCFD proposed budget.

There is no additional General Fund Impact associated with this request.

ATTACHMENTS:

Description	Upload Date	Description
Budget Amendment	3/29/2018	Budget Amendment

## SHASTA COUNTY FIRE DEPARTMENT

### Memorandum

**To:** Brian Muir  
Auditor-Controller

**Date:** March 29, 2018

**From:** Mike Hebrard  
Shasta County Fire Warden

**Subject:** Budget Adjustment

Shasta County Fire Department is planning to purchase 100 Self Contained Breathing Apparatus, 25 additional facepieces, and 100 additional cylinders. County Fire needs to transfer currently approved appropriations from a capital asset account to the minor equipment account to make the purchase.

County Fire would like to make the following budget amendments to allow for purchase of the Self Contained Breathing Apparatus and additional equipment.

035500 – Minor Equipment - Increase appropriations by \$574,000.

065165 – 2 Fire Engines w/ Accessories – Decrease appropriations by \$574,000.

If you have any questions, please feel free to contact Julia Hayen at 225-2516.

Attachment

cc: Ayla Tucker, Administrative Analyst

County of Shasta

Budget Amendment

CSA #1-County Fire

Department Name

**Appropriations**

Increase &lt;Decrease&gt;

Fund/Budget Unit Number	Account Number/ Description	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
00391	065165/ 2 Fire Engines	\$770,000	\$196,000	(\$574,000)
00391	035500/ Minor Equip	\$152,878	\$726,878	\$574,000
Total				0

**Revenue**

Increase &lt;Decrease&gt;

Fund/Budget Unit Number	Account Number/ Description	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
00391				
Total				0

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Regular - General Government-7.

**SUBJECT:**

N/A

**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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
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) approve and authorize the Chairman to sign a letter in support of Assembly Bill 2498 (Eggman), *School employees: School Social Worker Pilot Program*; 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

Upload Date

Description

Support Letter

3/23/2018

Support Letter

April 10, 2018

The Honorable Patrick O'Donnell  
Chairman, Assembly Education Committee  
State Capitol, Room 2196  
Sacramento, CA 95814

**Re: AB 2498 (Eggman) School employees: School Social Worker Pilot Program – SUPPORT**

Dear Chairman O'Donnell,

On behalf of the Shasta County Board of Supervisors, I write in support of AB 2498 (Eggman), which would establish a pilot program to expand the number of school social workers in Shasta County.

This bill would establish a pilot program to provide a multiyear grant to a school district to fund a social worker for schools that either have a higher pupil dropout and absenteeism rate than the state average or a higher than average percentage of students eligible for free or reduced-price meals. This grant program will help ensure that all Shasta County students receive a quality education that effectively prepares them for high school graduation and success in their future academic or professional endeavors.

For these reasons, Shasta County is pleased to support AB 2498 and would like to respectfully request your aye vote when this bill is heard before your committee.

Sincerely,

Les Baugh, Chairman  
Shasta County Board of Supervisors

CC: Assemblymember Susan Eggman, 13<sup>th</sup> Assembly District  
Members and Consultants, Assembly Education Committee  
Shasta County State Legislative Delegation

REPORT TO SHASTA COUNTY HOUSING AUTHORITY

**BOARD MEETING DATE:** April 10, 2018

**CATEGORY:** Shasta County Housing Authority Item - Regular-1.

**SUBJECT:**

Conduct a Public Hearing and consider adopting an Annual PHA Plan for the Shasta County Housing Authority.

**DEPARTMENT:** Housing Authority

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Laura Burch, Director of Housing/Community Action Programs (530) 225-5160

**STAFF REPORT APPROVED BY:** Laura Burch, Director of Housing/Community Action Programs

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

**RECOMMENDATION**

Consider taking the following actions: (1) Conduct a public hearing; (2) close the public hearing; and (3) consider adopting a resolution which: (a) approves the Fiscal Year 2018/2019 Streamlined Annual Public Housing Agency (PHA) Plan for the Shasta County Housing Authority as required by the U.S. Department of Housing and Urban Development to maintain the Housing Choice Voucher rental assistance program; and (b) approves and authorizes the Chairman to sign the PHA Certifications of Compliance with the PHA Plans and Related Regulations including Required Civil Rights Certifications.

**SUMMARY**

The U.S. Department of Housing and Urban Development (HUD) requires that each housing authority prepare an annual plan. HUD designs the format of the document and requires housing authorities to be in compliance.

**DISCUSSION**

The Housing Choice Voucher program provides monthly rental assistance payments directly to landlords on behalf of 981 low-income tenants. The Housing Authority's service area includes Modoc County; Siskiyou County; Trinity County; and all of Shasta County, excluding the City of Redding. HUD regulations govern the program, which is standardized nationwide. Both the Streamlined Annual PHA Plan and the PHA Certifications of Compliance with the PHA Plans and Related Regulations including Required Civil Rights Certifications are attached to this report and are available for review at the Housing Authority Office. Additionally, the certificate of recognition awarded for high performance in administration of the Housing Choice Voucher program is attached. A public notice was advertised in newspapers throughout the four-county region to solicit comments regarding the annual plan. To date, no comments have been received.

**ALTERNATIVES**

The Board could defer adoption of the annual plan. The Board could schedule a more detailed discussion at a future date, or the plan could be modified. The submission deadline to HUD for the annual plan is April 17, 2018.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The funding agency for the Housing Choice Voucher rental assistance program is the U.S. Department of Housing and Urban Development. There is no additional General Fund impact with approval of these recommendations.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	4/5/2018	Resolution
Streamline Annual PHA Plan	4/5/2018	Streamline Annual PHA Plan
Certificate of Recognition	3/22/2018	Certificate of Recognition
State Compliance	3/23/2018	State Compliance
Certification of Compliance HUD 50077	3/23/2018	Certification of Compliance HUD 50077

**HOUSING AUTHORITY RESOLUTION NO. 2018 - \_\_\_\_\_**

**A RESOLUTION OF THE HOUSING AUTHORITY  
OF THE COUNTY OF SHASTA  
APPROVING AN ANNUAL PLAN AND AUTHORIZING THE HOUSING  
AUTHORITY CHAIRMAN TO SIGN THE RELATED CERTIFICATIONS**

**WHEREAS**, the Housing Authority of the County of Shasta administers the Housing Choice Voucher Program via a contract with the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the U.S. Department of Housing and Urban Development requires each housing authority to develop and submit an annual Public Housing Agency (“PHA”) plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of the County of Shasta as follows:

The Fiscal Year 2018/2019 Streamlined Annual PHA Plan, a copy of which is attached as Exhibit A, is hereby approved, and the Chairman of the Housing Authority of the County of Shasta is authorized to sign the related certifications of compliance.

**DULY PASSED AND ADOPTED** this 10th day of April, 2018 by the Housing Authority of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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LES BAUGH, CHAIRMAN  
Housing Authority  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

<b>Streamlined Annual PHA Plan (HCV Only PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 06/30/2018</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

#### Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

<b>A. PHA Information.</b>	
<b>A.1</b>	<p><b>PHA Name:</b> ____Shasta County Housing Authority____ <b>PHA Code:</b> ____CA096____</p> <p><b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): ____07/2018____</p> <p><b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</p> <p><b>Number of Housing Choice Vouchers (HCVs)</b> ____981____</p> <p><b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p>

<input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a joint Plan and complete table below)				
<b>Participating PHAs</b>	<b>PHA Code</b>	<b>Program(s) in the Consortia</b>	<b>Program(s) not in the Consortia</b>	<b>No. of Units in Each Program</b>
Lead HA:				

<b>B.</b>	<b>Annual Plan.</b>
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<b>B.1</b>	<p><b>Revision of PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y    N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p> <p>Initial leasing of a unit in the PHA's jurisdiction by non-residents has been amended. The amended policy states if a family is determined eligible, receives a voucher and does not live or work in the Housing Authority jurisdiction the family must enter into an assistance lease within the Housing Authority jurisdiction for at least one year before the family is eligible to move to another Housing Authority.</p>
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<b>B.2</b>	<p><b>New Activities</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y   N  <input type="checkbox"/> <input checked="" type="checkbox"/> Project Based Vouchers.</p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p>
<b>B.3</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y   N   N/A  <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<b>B.4</b>	<p><b>Civil Rights Certification</b></p> <p><a href="#">Form HUD-50077</a>, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<b>B.5</b>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<b>B.6</b>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>The PHA increased the number of HCV units administered by Shasta County Housing Authority by the addition of 9 new Tenant Protection vouchers in 2017 and 5 new VASH vouchers in 2018. In FY 2017 the PHA's score was 99% and the PHA continues to strive for a SEMAP score of 90% or better, which is registered as high-performing. The PHA continues to provide meetings with local landlord associations in an effort to encourage new landlord participation in the Housing Choice Voucher program</p>
<b>B.7</b>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y   N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>

**Instructions for Preparation of Form HUD-50075-HCV  
Annual PHA Plan for HCV Only PHAs**

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**A. PHA Information.** All PHAs must complete this section. ([24 CFR §903.23\(4\)\(e\)](#))

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

**B. Annual Plan.** All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

**B.1 Revision of PHA Plan Elements.** PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA’s jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.7\(a\)\(2\)\(i\)](#)). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. [24 CFR §903.7\(a\)\(2\)\(ii\)](#)

☒ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)\(3\)\(4\)](#)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD's website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

**B.2 New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark "yes" for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark "no." ([24 CFR §983.57\(b\)\(1\)](#) and Section 8(13)(C) of the United States Housing Act of 1937.

☐ **Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

**B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(p\)](#))

**B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))

**B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))

**B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(r\)\(1\)](#))

**B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low-income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## **Certificate of Recognition**

**2018 Housing Choice Voucher Program High Performer**

*This certificate is awarded to:*

**Shasta County Housing Authority**

*Presented by*

A stylized signature of Gerard R. Windt, consisting of a large, flowing 'G' and 'W'.

Gerard R. Windt, Director

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

**Division of Housing Policy Development**

2020 W El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453



March 19, 2018

Ms. Christy Coleman, Housing Supervisor  
Shasta County Housing Authority  
1450 Court Street, Suite 108  
Redding, CA 96001-1661

Dear Ms. Coleman:

Thank you for submitting the 2015 Public Housing Authority (PHA) Annual Plan for the Shasta County Housing Authority, received March 12, 2018. As you know, pursuant to the federal Quality Housing and Work Responsibility Act of 1998, the Department of Housing and Community Development (Department), as the responsible entity, is required to certify whether the PHA plan is consistent with the State's 2010-2015 Consolidated Plan.

The State's Consolidated Plan includes the Housing Authority of the Shasta County Housing Authority, as a State-administered non-entitlement jurisdiction for receipt of HUD funds. Enclosed is the signed HUD form, which certifies the proposed activities of the Shasta County Housing Authority, are consistent with the needs and objectives relative to the State's Consolidated Plan.

The Department makes no evaluation or representation as to the financial or program responsibility of the Agency or whether it meets any other requirements. If you have any questions or comments concerning this document, please contact Paul McDougall, Housing Policy Manager, at (916) 263-7420.

Please send future requests for assistance to [cahouse@hcd.ca.gov](mailto:cahouse@hcd.ca.gov).

Sincerely,

Jennifer Seeger  
Assistant Deputy Director

Enclosure

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 06/30/2018

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Jennifer Seeger, the Assistant Deputy Director  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Shasta County Housing Authority

*PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

State of California

*Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The PHA has based its statement of needs of families on its waiting list on the needs expressed in  
the consolidated plan. SCHA maintains a list of available rental units, support services and  
home ownership programs available in the PHA's jurisdiction.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

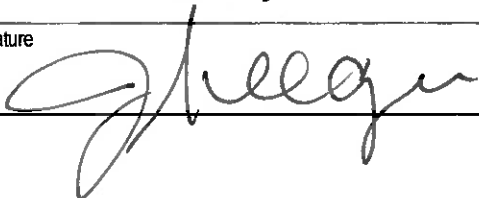
Name of Authorized Official

Jennifer Seeger

Title

Assistant Deputy Director

Signature



Date

3/19/18

**Certifications of Compliance with  
PHA Plans and Related Regulations  
(Standard, Troubled, HCV-Only, and  
High Performer PHAs)**

**U.S. Department of Housing and Urban  
Development**  
Office of Public and Indian Housing  
**OMB No. 2577-0226**  
**Expires 06/30/2019**

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including  
Required Civil Rights Certifications**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or \_\_\_ X \_\_\_ Annual PHA Plan for the PHA fiscal year beginning \_\_\_ 07/01/2018 \_\_\_, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;

- The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
  9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
  10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
  11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
  12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
  13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
  14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
  15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
  16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
  17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
  18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
  19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
  20. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Shasta County Housing Authority  
PHA Name

CA096  
PHA Number/HA Code

X   Annual PHA Plan for Fiscal Year 2018-2019

       5-Year PHA Plan for Fiscal Years 20       - 20      

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I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

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Name of Authorized Official: Les Baugh, Chairman	Title:  Board of Supervisors County of Shasta State of California
Signature	Date

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