



# SHASTA COUNTY

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## BOARD OF SUPERVISORS

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

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

## AGENDA

### REGULAR MEETING OF THE BOARD OF SUPERVISORS

**Tuesday, May 1, 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: First Reader Fran Belden, First Church of Christ Scientist

Pledge of Allegiance: Supervisor Rickert

## **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 Health and Human Services Agency, Personnel Assistant, Deborah Smith as Shasta County's Employee of the Month for May 2018.

**No Additional General Fund Impact**

**Simple Majority Vote**

### **R 2 Board Matters**

Take the following actions: (1) Adopt a proclamation which designates May 10, 2018 as "Peace Officers' Memorial Day" in Shasta County; and (2) direct the Shasta County Courthouse flag be flown at half-staff on May 10, 2018.

**No Additional General Fund Impact**

**Simple Majority Vote**

## **PRESENTATIONS**

### **R 3 Presentation**

Present a certificate of recognition to the Shasta County Forestry Challenge teams (Supervisor Rickert).

**No General Fund Impact**

**No Vote**

### **R 4 Presentation**

Present a certificate of recognition to the Fall River High School girls' basketball team for their recent achievements (Supervisor Rickert).

**No 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 Assessor-Recorder**

**County Clerk/Registrar of Voters**

Approve and authorize the Shasta County Assessor-Recorder to sign an amendment, effective date of signing, to the agreement with DFM Associates, to extend the term one year to June 30, 2019 for the provision of software and software maintenance services.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 2 Clerk of the Board**

Approve the minutes of the meeting held on April 24, 2018, as submitted.

**No General Fund Impact**

**Simple Majority Vote**

**C 3 County Counsel**

Approve and authorize the County Counsel or his designee to: (1) Sign a retroactive contingency fee agreement, effective April 22, 2018 through completion of the case, with Baron & Budd and other associated counsel, to litigate and to pursue claims and remedies against certain opioid manufacturers and distributors provided it is in substantially the same form as the agreement presented to the Board of Supervisors; and (2) execute any documents or agreements necessary to pursue the litigation which is the subject of the agreement.

**No Additional General Fund Impact**

**4/5 Vote**

### **HEALTH AND HUMAN SERVICES**

**C 4 Health and Human Services Agency-Adult Services**

Approve and authorize the Chairman to sign a renewal agreement with Panoramic Software Corporation in an amount not to exceed \$81,000 during the entire term of the agreement paid monthly in advance, to provide PG-Pro Software, storage of data, training and support, and maintenance services for the period July 1, 2018 through June 30, 2021.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 5 Health and Human Services Agency-Business and Support Services**

Approve and authorize the Chairman to sign an agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc., in an amount not to exceed \$132,500 to provide a Space Needs Assessment for the Health and Human Services Agency for the period date of signing through March 31, 2019.

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

**C 6      Health and Human Services Agency-Children's Services**

Approve and authorize the Chairman to sign an agreement with Azusa Pacific University in an amount not to exceed \$94,493.20 to provide training and an evaluation plan on how to expand substance use disorder treatment services for Medi-Cal eligible adolescents in Shasta County for the period date of signing through December 31, 2018.

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

**LAW AND JUSTICE**

**C 7      Sheriff**

Adopt a resolution regarding a purchase of search and rescue equipment which: (1) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; (2) certifies that this agency understands its legal obligations to the State upon approval of the Grant; (3) certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; (4) certifies that the Project will be well-maintained during its useful life; (5) certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; (6) certifies that this agency will provide the required matching funds; (7) certifies that the public and adjacent property owners have been notified of this Project (as applicable); and (8) appoints the Shasta County Sheriff-Coroner as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

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

**PUBLIC WORKS**

**C 8      Public Works**

Award to the lowest responsive and responsible bidder, Darren Taylor Construction, Inc., on a unit cost basis, the contract for "Front Street (1H02A) Rehabilitation Project," Contract No. 704009, in the amount of \$275,132.10.

**No General Fund Impact    Simple Majority Vote**

**C 9      Public Works**

Take the following actions regarding the "West Central Landfill Gas Monitoring Probes," Contract No. 207512: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after May 24, 2018, at 11 a.m.



**No General Fund Impact**

**Simple Majority Vote**

**OTHER DEPARTMENTS**

**C 10 Information Technology**

Take the following actions: (1) Approve and authorize the purchase of a data backup appliance system from Quest Media and Supplies, Inc., an ExaGrid Systems partner reseller, for a total price of \$135,381.08 (including tax and delivery); and (2) approve and authorize County Purchasing to award Request for Quote (RFQ) 18-14 for the purchase of a data backup appliance system to Quest Media and Supplies, Inc.

**No Additional General Fund Impact**

**Simple Majority Vote**

**SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR**

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

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

**SDC 1 Water Agency**

Take the following actions regarding a Water Use Agreement with the McConnell Foundation for 100 acre-feet of water at \$250 per acre-foot this summer: (1) Approve and authorize the Chairman to sign a retroactive agreement, for the period April 1, 2018 through February 28, 2019; and (2) authorize the Chief Engineer to execute written consents or amendments to this agreement regarding quantity, place of use, or timing of use.

**No General Fund Impact**

**Simple Majority Vote**

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

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**R 5 Administrative Office**

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

**No General Fund Impact**

**No Vote**

**R 6 Administrative Office**

Provide input and direction to staff regarding concerns and potential changes within the Department of Resource Management.

**No General Fund Impact**

**Simple Majority Vote**

**LAW AND JUSTICE**

**R 7 Sheriff-Jail**

Approve a budget amendment increasing appropriations by \$200,000 in the Sheriff's Jail budget, offset by use of Public Safety General Purpose Fund balance reserves, to house Shasta County inmates in out-of-county jail facilities.

**No Additional General Fund Impact**

**4/5 Vote**

**CLOSED SESSION ANNOUNCEMENT**

**R 8 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 30 minutes):**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
(Government Code section 54956.9(d)(1))

Name of case: Gerald Bowles v. County of Shasta

CONFERENCE WITH LABOR NEGOTIATORS  
(Government Code section 54957.6):

Agency Negotiators:  
County Executive Officer Larry Lees  
Personnel Director Angela Davis

Employee Organization:  
Shasta County Employees Association

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:
05/03/2018	1:00 p.m.	Airport Land Use Committee	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

05/15/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/22/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/29/2018		<b>Board of Supervisors Meeting Canceled</b>	
06/05/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
06/05/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

**The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: [adacoordinator@co.shasta.ca.us](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:** May 1, 2018

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

Shasta County Employee Recognition Program May 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

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

**RECOMMENDATION**

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Personnel Assistant, Deborah Smith as Shasta County's Employee of the Month for May 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 May 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 Deborah Smith Personnel Assistant , Shasta County Health and Human Resources Services Agency (HHS), be recognized as the May 2018 Employee of the Month.

Ms. Smith's dedication to providing a personalized and thorough experience shines through in her work. She has hand delivered ID badges and documents to branches she serves that are on her daily route.

Ms. Smith puts the applicant first by clearly explaining the advantages of each position they are applying for, even if the position is outside of her branch, making sure that the position will meet their needs as an employee of the County of Shasta. Even though mandatory appointments occur after the last in-person interaction, Ms. Smith has communicated with new hire employees the day of their mandatory appointments to ensure they find their way to the correct campus. These actions are above and beyond the duties of a Personnel Assistant.

Ms. Smith created the project of auditing the employee database and taking inventory of past employee evaluations. The auditing of the employee database causes this resource to be efficient and has assisted in keeping the database useful and accurate for department use.

Ms. Smith offers to assist other Personnel Assistants as needed with Department Action Notices. This notice displays a list of upcoming employee evaluations. Department Action Notices are an integral function of many jobs within HHSA, are vital in communicating evaluations due to HHSA Department Heads, and must be sent and finalized at departmental meetings. This assistance, given when needed, has aided in keeping this communication current to HHSA Department Heads.

Ms. Smith inspires others in their role to be conscious of their time spent on a daily basis.

**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
EOM Resolution - May 2018	4/10/2018	EOM Resolution - May 2018

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RECOGNIZING DEBORAH SMITH, PERSONNEL ASSISTANT  
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,  
AS MAY 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 Deborah Smith, Personnel Assistant, of the Shasta County Health and Human Services Agency, is hereby named Shasta County Employee of the Month for May 2018; and

**BE IT FURTHER RESOLVED** Ms. Smith created the project of auditing the employee database and taking inventory of past employee evaluations. The auditing of the employee database causes this resource to be efficient and has assisted in keeping the database useful and accurate for department use.

Ms. Smith offers to assist other Personnel Assistants as needed with Department Action Notices. This notice displays a list of upcoming employee evaluations. Department Action Notices are an integral function of many jobs within HHSA, are vital in communicating evaluations due to HHSA Department Heads, and must be sent and finalized at departmental meetings. This assistance, given when needed, has aided in keeping this communication current to HHSA Department Heads.

Ms. Smith inspires others in their role to be conscious of their time spent on a daily basis.

**DULY PASSED AND ADOPTED** this 1st day of May, 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:** May 1, 2018

**CATEGORY:** BOARD MATTERS-2.

**SUBJECT:**

Proclamation for Peace Officers' Memorial Day

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Tom Bosenko, Sheriff (530) 245-6167

**STAFF REPORT APPROVED BY:** Mike Lindsey, Chief Fiscal Officer

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

**RECOMMENDATION**

Take the following actions: (1) Adopt a proclamation which designates May 10, 2018 as "Peace Officers' Memorial Day" in Shasta County; and (2) direct the Shasta County Courthouse flag be flown at half-staff on May 10, 2018.

**SUMMARY**

N/A

**DISCUSSION**

In 1962, President John F. Kennedy signed a proclamation which designated May 15th as National Peace Officers' Memorial Day and the week in which that date falls as National Police Week.

The State of California recognizes Peace Officers' Memorial Day during the first part of May. In Sacramento, a Candlelight Vigil will be held on Sunday, May 6, 2018 and an Enrollment Ceremony on Monday, May 7, 2018.

In Shasta County, Peace Officers' Memorial Day will be recognized on Thursday, May 10, 2018 with a Peace Officers' Memorial/Baton Run beginning at 10:00 a.m. It will conclude when the baton arrives at the memorial ceremony in front of the Shasta County Courthouse at 12:00 noon.

Peace Officers' Memorial Day is set aside to honor peace officers that have lost their lives in the line of duty and to provide support to the family members left behind. Law enforcement officers will participate by wearing black ribbons over their badges.

Nationwide in 2017, 128 law enforcement officers lost their lives in the line of duty. In California, six officers gave their lives. Gratefully, no Shasta County law enforcement officers died in the line of duty during 2017.

**ALTERNATIVES**



The Board could choose not to make the proclamation and/or not to participate in Peace Officers' Memorial Day.

**OTHER AGENCY INVOLVEMENT**

Other local and state law enforcement agencies are expected to observe this special day of recognition for officers who have lost their lives in the line of duty and will participate with Shasta County Sheriff's Office personnel in the local ceremonies on May 10, 2018. The County Administrative Office has reviewed the recommendation.

**FINANCING**

Any costs associated with the observation will be minimal and absorbed within existing budget appropriations. It is also expected that donations will be received from local organizations and businesses to offset some of the costs.

**ATTACHMENTS:**

Description	Upload Date	Description
Peace Officers' Memorial Day Proclamation 2018	4/17/2018	Peace Officers' Memorial Day Proclamation 2018

# Shasta County Board of Supervisors Proclamation

**Peace Officers' Memorial Day  
May 10, 2018**

***WHEREAS***, the safety of our citizenry greatly depends on the services of the Shasta County Sheriff's Office, the Shasta County Marshal's Office, the Redding Police Department, and the Anderson Police Department, as well as the many state and federal agencies that make up the law enforcement community in Shasta County;

***NOW, THEREFORE, BE IT RESOLVED*** that the Board of Supervisors of the County of Shasta hereby proclaims Thursday, May 10, 2018 as ***Peace Officers' Memorial Day*** in Shasta County and urges Shasta County residents and civic organizations to salute this County's dedicated law enforcement professionals; and

***BE IT FURTHER RESOLVED*** and directed that the Shasta County Courthouse flag be flown at half-staff on Thursday, May 10, 2018 in honor of the 128 peace officers killed in the line of duty nationwide during 2017.

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Les Baugh, Chairman

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May 1, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 1, 2018

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

**SUBJECT:**

Delegation of Authority for Amendment to existing agreement.

**DEPARTMENT:** Assessor-Recorder

County Clerk/Registrar of Voters

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Leslie Morgan, Assessor-Recorder (530) 225-5671

**STAFF REPORT APPROVED BY:** Leslie Morgan, Assessor-Recorder

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

**RECOMMENDATION**

Approve and authorize the Shasta County Assessor-Recorder to sign an amendment, effective date of signing, to the agreement with DFM Associates, to extend the term one year to June 30, 2019 for the provision of software and software maintenance services.

**SUMMARY**

N/A

**DISCUSSION**

The current recording/clerk/cashiering system is being replaced and full installation of the new system is anticipated to be completed and the new system fully utilized in the spring of 2019. This extension of the current agreement will maintain the current software for use until the new system is up and running.

**ALTERNATIVES**

The Board could decide not to approve the amendment or direct changes to the terms of the proposed amendment.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the amendment as to form. The County Administrative Office has reviewed the recommendation.

**FINANCING**

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

ATTACHMENTS:

Description

DFM Third Amendment

Upload Date

4/19/2018

Description

DFM Third Amendment

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND DFM ASSOCIATES FOR  
PROVISION OF SOFTWARE AND SOFTWARE MAINTENANCE**

This Third Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and DFM Associates, a California corporation ("DFM").

RECITALS

WHEREAS, County and DFM have previously entered into an agreement on December 8, 1998 for provision of software and software maintenance (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended on June 5, 2007; modifying the scope of services and compensation for the services and adding an Addendum entitled "EiMSS SOFTWARE ADDENDUM and updating the notice provisions (the "First Amendment"); and

WHEREAS, an Addendum to add the RiMS CERTNA software interface was entered into on or about January 6, 2015 (the "Addendum"); and

WHEREAS, the Original Agreement and First Amendment were amended on March 29, 2017; extending the term of the agreement to June 30, 2018 and updating the notice provisions (the "Second Amendment"); and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Notwithstanding anything to the contrary in the Agreement, the Agreement shall end on June 30, 2019.

II. Notwithstanding anything to the contrary in the Agreement, the County may terminate this agreement without cause on 30 days written notice to DFM.

III. **REAFFIRMATION**

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

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any addendum or attachments, constitute the entire understanding between County and DFM.

IV EFFECTIVE DATE

Unless otherwise provided, this Third 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 Third Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Third Amendment and to bind the party on whose behalf his/her execution is made.


COUNTY OF SHASTA

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

  
LESLIE MORGAN  
Shasta County Assessor-Recorder

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR  
County Counsel

BY:  4/19/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

DFM ASSOCIATES, a California Corporation

By: 

Print Name: THOMAS DIEBOLT

Title: PRESIDENT

Date: 3.18.18

Taxpayer ID No: 95-3647032

By: 

Print Name: PATRICIA McALEER

Title: CFO

Date: 3-27-18

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 1, 2018

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

**SUBJECT:**

4/24/18 Draft Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Kristin Gulling-Smith, 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 April 24, 2018, as submitted.

**SUMMARY**

n/a

**DISCUSSION**

n/a

**ALTERNATIVES**

n/a

**OTHER AGENCY INVOLVEMENT**

n/a

**FINANCING**

There is no General Fund impact associated with this action.

**ATTACHMENTS:**

Description	Upload Date	Description
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April 24, 2018

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**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, April 24, 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 - Kristin Gulling-Smith  
Chief Deputy Clerk of the Board - Mary Williams

**INVOCATION**

Invocation was given by Pastor Phil Harper, Community of Christ Church.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**PRESENTATIONS**

CERTIFICATES OF RECOGNITION  
SHASTA HIGH SCHOOL MOCK TRIAL PROGRAM

The Board presented certificates of recognition to the Shasta High School Mock Trial Program in recognition of their recent achievements. (Supervisor Kehoe)

PRESENTATION  
SHERIFF'S OFFICE VOLUNTEERS

Undersheriff Eric Magrini acknowledged the Sheriff's Office volunteers, who serve the citizens of Shasta County on a daily basis.

PRESENTATION  
SHASTA PUBLIC LIBRARY SYSTEM UPDATE

Shasta Public Libraries Director Anna Tracy provided an update on the Shasta Public Library System.

**PUBLIC COMMENT PERIOD - OPEN TIME**

Rob McDonald spoke regarding the County policy on medical marijuana and citizens' Constitutional rights.

William Gilbert spoke regarding issues with the County and County employees.

Director of Resource Management Rick Simon recognized Bill Walker for nearly 30 years of employment with Shasta County and presented him with a plaque to mark his retirement from the County.

Greg Hector spoke regarding drug addiction treatment and rehabilitation programs within the County, and on state funding for assistance programs.

**ITEMS PULLED FROM CONSENT CALENDAR**

Chairman Baugh noted that the items regarding Shasta County's Mental Health Services Act Permanent Supportive Housing funds administered through the California Housing Finance Agency and the agreement with Bowman Systems, LLC, had been pulled for discussion.

**CONSENT CALENDAR**

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By motion made, seconded (Moty/Morgan), and unanimously carried (except for the lease and service agreement with Macy's Flying Service, Inc., from which Supervisor Rickert recused herself), the Board of Supervisors took the following actions, which were listed on the Consent Calendar:

Approved the minutes of the meeting held on April 17, 2018, as submitted. (Clerk of the Board)

Approved and authorized the Chairman to sign an agreement with Kings View Corporation in an amount not to exceed \$1,665,923 during the entire term of the agreement to provide mental health services for eligible youth for the period date of signing through June 30, 2018, with two automatic one-year renewals. (Health and Human Services – Children's Services)

Approved and authorized the: Chairman to sign a renewal revenue agreement with the United States Department of Interior through the Bureau of Reclamation in an amount not to exceed \$86,515.78 for the Opportunity Center to provide grounds maintenance services for a base year from May 1, 2018 through April 30, 2019, with four optional one-year renewals; and Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign amendments, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and do not result in a change in compensation for a total not to exceed \$438,476.23 through April 30, 2023, as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services – Regional Services)

Approved and authorized the Chairman to sign a renewal lease agreement with The June Girard Fund Limited Liability Company in the amount of \$48,000 per month (\$1.14 per square foot) for 41,973 square feet of office space located at 2600 Park Marina Drive, Redding, California, for the period July 29, 2018, through June 30, 2028, with three optional three-year extensions with annual adjustments not to exceed +2% or -2%, based on the Consumer Price Index. (Child Support Services)

Approved and authorized the Chairman to sign a renewal revenue agreement with the California Department of Parks and Recreation, Division of Boating and Waterways in an amount not to exceed \$584,990 for the purpose of performing boating and enforcement activities on Shasta County waterways (excluding Whiskeytown Lake) for the period July 1, 2018, through June 30, 2019. (Sheriff)

Took the following actions: Approved and authorized the Chairman to sign a revenue lease and service agreement with Macy's Flying Service, Inc. in the amount of \$2,200 annually to lease a 10,000 square-foot area at the Fall River Mills Airport for a fixed base operator (FBO) aerial agricultural operation for the period from the date of execution through August 1, 2041, with

annual cost adjustments beginning in 2020 based on changes in the Consumer Price Index, provided the adjustment shall not exceed six percent in any one year; and found that the proposed action is exempt from environmental review under the California Environmental Quality Act (CEQA) based on the following categorical exemptions: CEQA Guidelines 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and 15311 (Accessory Structures); there are no unusual circumstances under CEQA Guideline 15300.2(c); and each exemption stands as a separate and independent basis for determining that the proposed action is not subject to CEQA. (Public Works)

### **ACTION ON ITEMS PULLED FROM CONSENT CALENDAR**

#### **CALIFORNIA HOUSING FINANCE AGENCY SHASTA COUNTY'S MENTAL HEALTH SERVICES ACT PERMANENT SUPPORTIVE HOUSING FUNDS**

Director of the Health and Human Services Agency (HHSA) Donnell Ewert gave a presentation regarding the Woodlands housing complex. Director Ewert explained that the complex was originally supposed to be for 75 units but had to be reduced to 55 due to financing issues. Of those units, 19 are funded through the Mental Health Services Act (MHSA) fund through the California Housing Finance Authority (Cal HFA) and are for housing people with mental illness.

With cooperation between Cal HFA, the City of Redding, and the County, an additional 20 units will be built, with five of them funded through the MHSA, giving a total of 24 units for housing people with mental health issues. The plan brought to the Board is a draft and will be finalized on May 15<sup>th</sup>, but can be submitted with the application now to qualify for Cal HFA's tax credit competition in July. Once the plan is finalized, the Mental Health, Alcohol, and Drug Advisory Board will review the plan and make recommendations to the Board of Supervisors, after which HHSA will return to the Board to submit the plan for final approval.

In response to questions by Supervisor Rickert, Director Ewert confirmed that of 19 people living at Woodlands through the HHSA program, only one was lost over the last year, giving the program a very good retention rate. Director Ewert also confirmed that HHSA was able to secure other financing from Partnership Healthplan of California and assistance from North Valley Catholic Social Services, and will be seeking subsequent financing later this year in order to build five housing units for people with mental health concerns in the intermountain area.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors took the following actions: Approved County support for PC Redding Apartments Limited Partnership's (PCRA) application for Shasta County's Mental Health Services Act

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(MHSA), Permanent Supportive Housing funds administered through the California Housing Finance Agency (Cal HFA) for the provision of permanent supportive housing for persons with psychiatric disabilities for the development project, Woodlands 2; approved County participation in the Permanent Supportive Housing Program; and delegated authority to the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to negotiate, sign, and submit the Cal HFA Local Government Special Needs Housing Program (SNHP) Finance Application documents, so long as they otherwise comply with Administrative Policy 6-101, Shasta County Contracts Manual: Attachment A, Local Government Certification; Attachment B-1, SNHP Regulated Unit Occupancy Restrictions; and documents related to the Cal HFA SNHP Finance Application. (Health and Human Services Agency – Office of the Director)

**AGREEMENT: BOWMAN SYSTEMS, LLC**  
**HOMELESS MANAGEMENT INFORMATION SYSTEM**

Director of Housing and Community Action Agency Laura Burch gave a presentation on the Homeless Management Information System (HMIS). HMIS is used for collection of data on the homeless population, with about 1500 currently being tracked. This information is used to help provide services and statistics, as well as being a requirement of the U.S. Department of Housing and Urban Development (HUD) and a prerequisite to apply for funds. In October 2017, the County purchased 50 licenses, but the need has increased due to marketing by staff and HUD requirements. Over the coming weeks, Director Burch will be making local presentations highlighting actions of the Community Action Agency within the county.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Bowman Systems, LLC to provide the Homeless Management Information System (HMIS) to add 100 licenses (for a new total of 150) and to increase maximum compensation not to exceed by \$39,125 (for a new total not to exceed \$80,000 during the entire term of the agreement), retaining the original term October 31, 2017 through October 31, 2018. (Housing and Community Action Programs)

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

**LEGISLATIVE UPDATE/SUPERVISORS' REPORTS**

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

Chairman Baugh discussed the potential for improvements to the Department of Resource Management's processes; he also asked CEO Lees to bring the topic forward to the next Board meeting for direction from the Board.

Supervisor Rickert stated that she was asked by one of her constituents to bring forward an issue regarding small internet antenna systems on properties of five acres or more and would like to meet with someone from Resource Management to discuss the topic.

CEO Lees reminded the Board of Supervisors that further discussion should be reserved until the item is agendaized at a future meeting.

In response to questions by Supervisor Moty, Counsel Cruse and CEO Lees both stated that they did not believe the issue of small antenna systems had been brought before the Board.

Chairman Baugh submitted to CEO Lees and Counsel Cruse his thoughts regarding a panhandling ordinance for the unincorporated areas of Shasta County, including Cottonwood.

Supervisor Moty recently attended the California State Association of Counties Finance Annual Conference.

Supervisors reported on issues of countywide interest.

### **SCHEDULED HEARINGS**

### **AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS AND MEASURES**

### **RESOURCE MANAGEMENT**

### **SHERIFF**

### **ORDINANCE NO. 740**

### **MORATORIUM ON THE CULTIVATION OF HEMP UNINCORPORATED AREAS OF SHASTA COUNTY**

This was the time set aside to conduct a public hearing to consider an Uncodified Urgency Ordinance that extends a Temporary Moratorium on the Cultivation of Industrial Hemp within the Unincorporated Areas of the County of Shasta for 22 months and 15 days, previously established by Ordinance Number 739. Agricultural Commissioner/Sealer of Weights and Measures Paul Kjos

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provided a presentation on the request to extend the current moratorium. Commissioner Kjos requested the extension so that there is further time to assess the impact that this plant may have on the County. The production of hemp is prohibited for most people until the Industrial Hemp Advisory Board provides recommendations to the Secretary of Food and Agriculture and the regulatory framework determined by those recommendations is in place. The Notice of Hearing and the Notice of Publication are on file with the Clerk of the Board.

In response to questions by Supervisor Rickert, Commissioner Kjos stated that he has not spoken to any universities directly, but he has heard that the University of California and California State University systems are not doing anything with hemp due to it still being on the federal Schedule I list. There is a current discussion at the federal level about removing hemp from the Schedule I list, but there is no current timeframe for that to happen.

In response to questions by Chairman Baugh, Commissioner Kjos explained that several local growers had contacted his office regarding the potential cultivation of hemp for hemp fiber or extraction of CBD oil. Commissioner Kjos stated that there are no manufacturing or processing facilities in the area for hemp.

In response to questions by Chairman Baugh, Commissioner Kjos stated that he is not familiar with the specifics on return or value of the crop and would need to do further research and that from the perspective of an Agricultural Commissioner, hemp would just be another available crop for rotation options.

In response to questions by Supervisor Rickert, Commissioner Kjos expressed agreement that hemp would probably grow well in Shasta County, but that there would be a need for a local processing facility.

The public hearing was opened.

Rob McDonald spoke regarding the legalization of both marijuana and hemp and the local knowledge base available regarding both plants, as well as currently available hemp products, the market for them, and the potential for additional employment opportunities.

Matthew Madeiros thanked Commissioner Kjos for working with him. Mr. Madeiros explained that hemp is not related to cannabis except as a member of the same plant family and that it does not contain notable amounts of THC. Mr. Madeiros spoke about hemp products already available in the area, all of which are imported from outside the United States and the potential of CBD oil products. He asked that if the federal government removes hemp from the Schedule I list, the Board of Supervisors explore the possibility of ending the temporary moratorium earlier than the 22 months and 15 days, because there is a possibility of large outside agricultural producers entering the market and preventing smaller local organizations from being able to

compete. Mr. Madeiros' organization is examining the possibility of building a hemp manufacturing/processing plant in the area.

In response to questions from Supervisor Moty, Mr. Madeiros explained that hemp does have an odor but that it is not as pungent as marijuana.

In response to questions from Chairman Baugh, Mr. Madeiros explained that extract is one of the most valuable byproducts of hemp, followed by textiles and then hemp seed or protein; his organization would be leading with cold-pressed CBD oils, as they can be used for different purposes without any psychoactive effect. Mr. Madeiros stated that he was not aware of any complaints from medical marijuana growers about cross contamination, and that hemp cultivation would also help drive out illegal marijuana growing operations, as the hemp would ruin cannabis crops.

In response to questions by Supervisor Rickert, Mr. Madeiros stated that he is not an expert in the subject of water usage for growing hemp but that there are techniques available to minimize the water usage. Mr. Madeiros explained that hemp follows the standard seasons of planting in the spring to harvest in the fall, with the possibility of utilizing greenhouses for crops during the winter. Mr. Madeiros explained that hemp would follow the same standards for pesticides as any other agricultural crop, as well as established organic standards, if those apply. Mr. Madeiros stated that ideally, they would be planting now, but a lead time of three to six months would work for the next growing season or for starting with greenhouse grows as soon as possible.

In response to questions by Supervisor Morgan, Mr. Madeiros stated that his organization would like to process hemp within Shasta County and does plan to build a processing plant, but he cannot specify the location at the present time.

In response to questions by Supervisor Kehoe, Mr. Madeiros explained that the temporary moratorium would give an advantage to large producers rather than local growers because the federal government is moving to declassify hemp as a Schedule I crop and large outside agricultural corporations would be able to enter the hemp market quickly once the declassification happened. Mr. Madeiros stated that the ability to start planting hemp now would allow local growers to have a step up in the process. Mr. Madeiros explained that larger companies can move into adjacent counties or even to different states, where growing hemp is allowed, and grow in a very large scale, so allowing local groups to start growing sooner would allow them to become more stable and sustainable businesses.

In response to questions by Supervisor Baugh, Mr. Madeiros stated that his organization, Seven Hills Land and Cattle, owns 2900 acres west of Redding.



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Jerome Venus spoke in support of hemp's possible uses, including medical CBD use for people and pets, and in favor of hemp growth as an economic and employment opportunity for the county.

Jon Payne spoke in favor of hemp and pointed out a lack of knowledge about hemp, which leads to misconceptions. He stated that a federal bill for declassifying hemp is gaining support in the Senate and that at least one university in California, the University of California, Los Angeles, is definitely growing hemp for research. Mr. Payne expressed that his organization has a partnership with one of the largest growers in the nation and that Shasta County is behind because large agricultural corporations are already involved. He also stated that his organization would like to bring the manufacturing business to the area.

In response to questions by Supervisor Kehoe, Mr. Payne stated that the research entity of his organization is Epsilon Research Group and that the parent company is Ag Extracts of Kern County.

In response to questions by Supervisor Rickert, Mr. Payne stated that his organization will be using both groundwater and surface water, including wells. Mr. Payne explained that, at this time, he is unable to state which major company his organization is partnered with.

In response to questions by Supervisor Morgan, Mr. Payne explained that his organization is staying under the maximum allowable THC requirements and breeding their own strains of hemp, and that they will be able to change their plans if the state's plans changes. Mr. Payne explained that they use a commercial testing group but that they plan on developing their own mobile testing unit in order to get instant results. He also explained that the state is looking at giving growers who go over the maximum allowable THC amount 48 hours to destroy their crop and that is not a good financial outcome; research groups have more leeway, but that is not his organization's goal.

The public hearing was closed.

Commissioner Kjos stated that in regards to concerns about pesticides, there are no current pesticides labeled for use with cannabis or hemp because they are both still on the Schedule I list; however, there are generically-labeled pesticides that can be used. Commissioner Kjos also stated that the national organic program is run by the federal government and does not currently recognize hemp for the same reasons, but the California organic program offers generic rules that can be applied to cannabis or hemp.

In response to questions by Chairman Baugh, Commissioner Kjos stated that even if hemp were an approved agricultural crop, illegal pesticides would not allowable to use on it.

In response to questions by Chairman Baugh, Counsel Cruse explained while the ordinance under consideration states that the legislative body may, by a four out of five vote, extend the

temporary moratorium for 22 months and 15 days and contains a directive for staff to bring something back for consideration in one year, nothing would prohibit the Board from directing staff to bring something back to the Planning Commission and the Board of Supervisors for consideration or action sooner than that deadline.

In response to questions by Supervisor Moty, Counsel Cruse stated that the Board of Supervisors does have the ability to repeal the temporary moratorium at any time.

In response to questions by Supervisor Moty, Commissioner Kjos stated that once the state gets regulations put in place, it would be possible to bring something back in less than one year. Commissioner Kjos said that doing so would be a matter of a few weeks.

Supervisor Moty motioned to approve the temporary moratorium with the condition that staff return to the Board within six weeks of state hemp regulations being put into place, and it was seconded by Supervisor Rickert.

In response to questions by Supervisor Kehoe, Commissioner Kjos stated that as far as job creation went, hemp would probably be used as a replacement crop, whether in rotation or not. He also stated that he has not done a lot of research on the crop's value for the county regarding processing or manufacturing hemp products, but that it would be a boon to Shasta County to have the ability to process hemp within the county, especially as many other crops are not readily grown in Shasta County.

In response to questions by Chairman Baugh, Counsel Cruse clarified that the motion made was to approve the staff recommendation to impose a temporary moratorium on industrial hemp cultivation and also to direct staff to develop regulations regarding hemp within six weeks of the state finalizing its regulatory framework in order to bring them to the Planning Commission and then to the Board of Supervisors for final approval and adoption.

In response to questions by Supervisor Moty, Commissioner Kjos explained that if the state advisory board's timeline changes and appears to make that directive an unattainable deadline, he would work with County Counsel to develop regulations for the county. Supervisor Moty stated that if that were to happen, staff should come back to the Board for further direction. Commissioner Kjos explained that the State County Agricultural Association will be involved with developing the state regulatory framework.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors took the following actions: introduced, waived the reading of, and adopted an Urgency Interim Ordinance that extends for 22 months and 15 days a temporary moratorium, previously established by Ordinance Number 739, on the cultivation of industrial hemp by "Established Agricultural Research Institutions" and others within the unincorporated areas of the County of Shasta, while County staff determines the impacts of such unregulated cultivation and reasonable

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regulations to mitigate such impacts; found that the Urgency Interim Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) for the reasons stated in the Urgency Interim Ordinance; directed the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to conduct an assessment of the impacts that the unregulated cultivation of industrial hemp by "Established Agricultural Research Institutions" and others would have on the environment and on the health and safety of the citizens of Shasta County, and determine whether there are reasonable regulations to mitigate any identified adverse effects; and directed the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to develop such reasonable regulations, if any, for consideration by the Planning Commission and the Board of Supervisors before April 24, 2019, or as soon as possible thereafter, or within six weeks of the state finalizing its regulatory framework.

(See General Ordinance Book)

### **CLOSED SESSION ANNOUNCEMENT**

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

Confer with legal counsel to discuss one case of anticipated litigation, pursuant to Government Code section 54956.9, subdivision (d), paragraph (4) *Initiation of Litigation: One Potential Case.*

11:26 a.m.: The Board of Supervisors recessed to Closed Session.

11:45 a.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

### **REPORT OF CLOSED SESSION ACTIONS**

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss Initiation of Litigation: One Potential Case: reportable action was taken:

In the matter of potential initiation of litigation, the Board of Supervisors, by a 5-0 vote, gave approval to legal counsel to initiate legal action and the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the County's ability to effectuate service of process on one or more unserved

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parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

There was no other reportable action.

11:47 a.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:** May 1, 2018  
**CATEGORY:** Consent - General Government-3.

**SUBJECT:**

Approve and authorize execution of an agreement with Baron & Budd to litigate and to pursue claims and remedies against certain opioid manufacturers and distributors.

**DEPARTMENT:** County Counsel

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Rubin E. Cruse, Jr., County Counsel (530) 225-5711

**STAFF REPORT APPROVED BY:** Jim Ross, Assistant County Counsel

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

**RECOMMENDATION**

Approve and authorize the County Counsel or his designee to: (1) Sign a retroactive contingency fee agreement, effective April 22, 2018 through completion of the case, with Baron & Budd and other associated counsel, to litigate and to pursue claims and remedies against certain opioid manufacturers and distributors provided it is in substantially the same form as the agreement presented to the Board of Supervisors; and (2) execute any documents or agreements necessary to pursue the litigation which is the subject of the agreement.

**SUMMARY**

N/A

**DISCUSSION**

The County intends to initiate litigation against certain opioid manufacturers and distributors. After interviewing several firms to handle the litigation, the County Counsel's Office selected Baron & Budd and the other firms associated with Baron & Budd that are identified in the agreement to represent the County in the litigation. Several other counties have also selected Baron & Budd and the associated counsel to represent them in similar litigation.

Baron & Budd is experienced in handling this type of litigation and experienced in representing public entities. The firm has the resources to handle the litigation and the agreement terms are favorable. Under the agreement, there will be no cost to the County if there is no award.

**ALTERNATIVES**

The Board could choose not to authorize the execution of the agreement or direct that the County Counsel consider other firms. Neither of these alternatives are recommended as the selection of Baron & Budd and the associated counsel was made after a comprehensive selection process and the firm and the associated counsel have been selected by several other California

counties to provide this type of representation.

**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**

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

**ATTACHMENTS:**

Description	Upload Date	Description
Baron & Budd Legal Services Agreement	4/23/2018	Baron & Budd Legal Services Agreement

## **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into effective as of April 22, 2018 (“Effective Date”) by and between the County of Shasta, a political subdivision of the State of California (“County”) and Baron & Budd, P.C., Greene, Ketchum, Farrell, Bailey & Tweel, LLP, Hill Peterson Carper Bee & Deitzler PLLC, Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA, McHugh Fuller Law Group, Powell & Majestro, PLLC (“Counsel”) with reference to the following facts:

### **RECITALS**

A. County is in need of legal services to assist the County in connection with Opioid Litigation (“Action”).

B. It is necessary that County contract for these specialized legal services.

C. Counsel possesses the specialized legal skills and expertise necessary to represent the County in connection with the Action.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants listed below to be performed by the respective parties, it is agreed as follows:

### **SECTION 1: ENGAGEMENT OF COUNSEL**

**1.1 Engagement of Counsel/Scope of Services.** Counsel shall provide those legal services necessary to litigate, pursue, and resolve all claims and remedies against certain Opioid Manufacturers and Distributors responsible for the opioid epidemic in Shasta County, including but not limited to claims for public nuisance (“the Case”). Counsel is being retained by the Office of County Counsel to perform legal services for the County. The County is the client of Counsel, who shall work directly with the Office of County Counsel in the provision of legal services to appropriate County officers and employees as authorized and directed by the Office of County Counsel. In performing these services, Burton Leblanc and/or John Fiske (“Counsel’s Representative”) shall personally conduct or shall oversee and direct the rendering of professional services, assisted by other attorneys and paralegals employed by Counsel as Counsel deems necessary or appropriate, with concurrence of County Counsel or his designee (hereinafter referred to as the “County’s Representative”).

**1.2 Counsel’s Performance.** Counsel shall, in a professional manner and in accordance with the highest fiduciary standards, furnish all labor, technical, administrative, professional and other personnel necessary to provide the services required under this Agreement to the satisfaction of County.

**1.2.1 Independent Contractor.** Counsel is, for all purposes of this Agreement, an independent contractor, and neither Counsel nor Counsel’s employees shall be deemed to be employees of County. Counsel shall perform its obligations under this Agreement according to

Counsel's own means and methods of work which shall be in the exclusive charge and under the control of Counsel, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Counsel nor Counsel's employees shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

**1.2.2 Counsel's Subcontractors.** Counsel shall not engage the services of any subcontractor to perform any of Counsel's duties hereunder without the prior written consent of County's Representative; provided, however, that this provision shall not require County's approval of contracts of employment between Counsel and its employees, or of parties named by Counsel in its proposal, as submitted to the County, to perform work under this Agreement. As used herein, the term "subcontractor" means an independent contractor who furnishes supplies or services to Counsel pertaining to this Agreement other than standard commercial supplies, office space and clerical and other non-professional services. Unless approved in writing by County's Representative, retention by Counsel of any subcontractor shall be at Counsel's sole cost and expense, and County shall have no obligation to pay Counsel's subcontractors; to support any such person's or entity's claim against the Counsel or other parties; or to defend Counsel against any such claim. Counsel shall indemnify and hold County harmless from all claims whatsoever arising out of the demands of Counsel's subcontractors or suppliers arising out of Counsel's performance of this Agreement. Use by Counsel of a subcontractor pursuant to this provision shall not relieve Counsel of any of its duties hereunder. "Subcontractor" as used in this paragraph does not include or mean Expert Consultants or Witnesses, as described in Paragraph 2.4, below.

**1.2.3 Reviews of Counsel's Performance.** The County's Representative and other County Personnel, as appropriate, will meet periodically with the Counsel to review Counsel's performance.

**1.2.4 No Guarantee.** Counsel cannot guarantee any particular outcome or result in the Case, which is expected to be contested and disputed by Defendants.

## **SECTION 2: COMPENSATION**

**2.1 Counsels' Fee.** Subject to the provisions of Section 2.3, "Billing Guidelines," below, County shall pay a contingency fee to Counsel as described in paragraph 2.2, below:

### **2.2 Contingency Fee.**

In consideration, County agrees to pay eighteen percent (18%) of the total recovery (gross) in favor of County as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. Total fees and expenses shall not exceed fifty percent (50%) of the gross recovery. County grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**



### **2.3 Reasonable Fee.**

County acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

### **2.4 Litigation Expenses**

BARON & BUDD, PC and/or the other law firms, hereinafter referred to as “Counsel,” shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including Expert Witness and Expert Consultant fees, the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.** Litigation Expenses will be reimbursed in accordance with Exhibit A.

### **2.5 In-Kind or Equitable Relief.**

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers of opioids. County agrees to compensate the Firm, contingent upon prevailing, by paying 18% of any settlement/resolution/judgment, in favor of County, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, County agrees to pay 18% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), County agrees to pay 18% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses. To be clear, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall County be obligated to pay any attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the County’s claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). County acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a

contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

**2.6 Division of Fees Among Counsel.**

The division of fees, expenses and labor between the Counsel will be decided by private agreement between the law firms and subject to approval by County. Any division of fees will be governed by the California Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation of County in writing; (2) County is advised of the share that each lawyer is to receive and does not object to the participation of all the lawyers involved; and (3) the total fee is reasonable.

**2.7 No Increase in Fees.** Counsel shall not increase its fees during the term of this engagement.

**SECTION 3: TERMINATION OR SUSPENSION OF AGREEMENT**

**3.1 Termination of Agreement By County.** County, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract. Upon termination by County, Counsel will have the right to assert a lien, only on the recovery from the Action, for its pro-rata share of fees and costs earned up to the date of termination. Should the County decide that it is not in the County's best interests to pursue the Action, and should the County terminate this Agreement, pursuant to this section, the County will not incur fees or costs.

**3.2 Termination of Agreement By Counsel.** Counsel, on thirty days' prior written notice to County, may terminate this Agreement.

**3.3 Termination At Conclusion.** Unless terminated earlier in accordance with the provisions of this Agreement, this Agreement shall end upon the completion of the Case including, but not limited to, any appeals or post-settlement services.

**3.4 Disposition of Material and Records Upon Termination.** On the effective date of any termination, Counsel shall immediately cease to perform any services under this Agreement. Counsel shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall transmit the same to County as soon as possible, and no later than the fifteenth day following the receipt of the above written notice of termination, together with a description of the cost of the Services performed to the date of termination.

#### **SECTION 4: ADMINISTRATION**

This Agreement shall be administered on behalf of County by the County Counsel, or County's Representative, and on behalf of Counsel by Counsel's Representative. Both County and Counsel warrant that County's Representative and Counsel's Representative have full authority to act for their respective parties hereunder.

##### **4.1 County Retains Decision Making Authority.**

County retains complete control of all decisions in the Action. County in no way assigns its prosecutorial discretion to Counsel and retains all of its inherent powers related to prosecutorial discretion, judgment, control and decision making related to the Action. This authority and controls include but are not limited to:

- (a) Decisions regarding settlement of the Action are reserved exclusively to the discretion of the County's Board of Supervisors, as communicated directly to Counsel by the County Administrator or the Office of County Counsel.
- (b) Any of the Defendants that are the subject of the Action may contact County Counsel directly, without first having to confer with or get permission to do so from Counsel;
- (c) The County's Board of Supervisors through County Counsel will retain complete control over the course and conduct of the Action;
- (d) County Counsel retains veto power over any decisions made or proposed to be made by Counsel;
- (e) A member of the County Counsel's office having expressly delegated or designated supervisory authority may and shall be personally involved in overseeing the Action and participating in all significant legal decisions; and
- (f) Counsel shall provide all significant written court briefing and other submittals to the County Counsel's Office for review reasonably in advance of the filing or delivery deadline to allow for meaningful review and editing.

#### **SECTION 5: INSURANCE**

Counsel represents and warrants that it has obtained all professional liability and any other insurance required to practice law in the State of California under applicable provisions of the Business and Professions Code.

#### **SECTION 6: CONFLICTS OF INTEREST**

##### **6.1 General.**

(A) Prior to executing this Agreement, Counsel shall perform a detailed conflict of interest check and, on or before thirty (30) days following the effective date of this Agreement, shall report the results to County.

(B) During the course of this Agreement, Counsel shall not represent any other client (1) in a matter adverse to the County where such matter is substantially related to any work under this Agreement that Counsel is performing or has performed for the County, or (2) in any matter, whether or not related to Counsel's work under this Agreement, that will involve the filing of any lawsuit against the County (collectively items (B)(1) and (B)(2) are hereinafter referred to as, "an impermissible conflict of interest"), unless Counsel provides notice to County of the impermissible conflict of interest and obtains County's informed written consent to such conflict.

When there is a disagreement between the parties to this Agreement as to whether or not Counsel has, or may in the foreseeable future have, an impermissible conflict of interest, County's determination shall be final and dispositive of the issue. Accordingly, Counsel may be directly adverse to the County in a matter, without any additional consent, unless the matter constitutes an impermissible conflict of interest under this, or subsequent, engagements between County and Counsel. Where County determines that Counsel's representation, or intended representation, of any client constitutes an impermissible conflict of interest, then, unless County waives such conflict, Counsel shall, within five days of delivery of notice by County to Counsel, withdraw from the representation of the client as to the matter that gave rise to the impermissible conflict of interest, or, unless waived by County in writing, upon thirty days prior written notice to County, withdraw from representation of County, or both.

(C) Counsel shall not have any material financial interest, including, without limitation, interests in other Actions or contracts, and shall not acquire any such interest, direct or indirect, which would undermine Counsel's ability to be impartial or otherwise conflict with the performance of the services Counsel is required to perform under this Agreement. Counsel shall not employ or retain any person having any such material financial interest to perform any duties under this Agreement. Counsel shall not hire County's employees to perform any portion of the work or services provided for herein, including secretarial, clerical and similar incidental services, except upon the written approval of County.

## **SECTION 7: CHANGES**

County may, at any time, by written order, make changes within the general scope of this Agreement; provided, that any material revision of such scope is subject to Counsel's prior consent. If any such change causes an increase or decrease in the compensation due to Counsel, Counsel may submit a written request for such adjustment to County within thirty (30) days following the date Counsel receives notification of a change. County's Representative may not authorize any change which adjusts the total price of this Agreement; such authorization and agreement may only be effected through a formal amendment of this Agreement.

## **SECTION 8: REPORTS, RECORDS AND OTHER PRINTED OR WRITTEN MATERIALS**

**8.1 Reports, Records and Other Printed or Electronic Documentation.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced under this Agreement, whether in printed or "electronic" format, shall be the property of County. No such materials or properties produced in whole or in

part under this Agreement shall be subject to private use, copyright or patent right without the express written consent of the County. Counsel shall submit reports to County in the form specified by County's Representative, or as may be specified elsewhere in this Agreement. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by Counsel under this Agreement.

**8.2 Audit and Inspection of Records.** County shall have the right to audit and inspect those books, records and documents of Counsel, and other data in the possession of Counsel, which pertain directly to Counsel's performance of its duties pursuant to this Agreement. Upon prior written request therefore from County, Counsel shall make such records available at County's offices, during regular business hours, for inspection, audit or reproduction, until the expiration of seven years from the date of final payment to Counsel under this Agreement, or, if this Agreement is terminated pursuant to the provisions of Section 3.1, above, then such records shall be made available for County's inspection for (i) seven years from the date of such termination, or (ii) until any litigation, appeal or claim submitted to mediation or arbitration arising out of such termination shall have been finally adjudicated or settled, whichever is longer.

**8.3 Confidential Records and Findings.** Any reports, studies, information, data, statistics, forms, designs, plans, procedures or systems of a confidential nature, or any form of knowledge of a confidential nature given to or prepared or assembled by Counsel under this Agreement, shall be kept strictly confidential, except as to shared, multiple clients in the same or similar litigation, shall be subject to all applicable privileges which may be held by the Office of County Counsel and/or its clients, and shall not be revealed or made available to any individual or organization without the prior written approval of the Office of County Counsel, except as to shared, multiple clients in the same or similar litigation.

## **SECTION 9: COMPLIANCE WITH LAWS AND POLICIES**

Counsel shall become and remain informed of all applicable federal, State and local laws, ordinances, rules and regulations that may in any manner affect Counsel's performance of its services hereunder. Counsel shall comply with such laws and regulations during its performance of this Agreement, including, without limitation, the County and federal policies and procedures set forth in this Article 9. By inclusion of the laws and policies set forth in this Article 9 in its subcontracts, Counsel shall cause any subcontractor retained by Counsel to perform services hereunder to also comply with such laws and policies.

## **SECTION 10: DISPUTES**

Except as may be otherwise provided in this Agreement, any dispute concerning a question of fact arising hereunder shall be decided by the County's Representative who shall furnish such decision to the Counsel in writing. The decision of the County's Representative shall be final and conclusive unless it is subsequently determined by a court of competent jurisdiction to have been erroneous. Counsel shall proceed diligently with the performance of this Agreement pending any decision by County's Representative on a dispute.

## **SECTION 11: GENERAL PROVISIONS**

**11.1 Assignment.** Neither Counsel nor County shall have the right to assign their respective rights or obligations under this Agreement without the prior written consent of the other party.

**11.2 Authority.** Counsel represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of Counsel are the duly designated agents of Counsel and are authorized to do so.

**11.3 Contingency.** This Agreement shall bind the County only following its approval by County Counsel and County's Board of Supervisors.

**11.4 Entire Agreement.** This Agreement, together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Counsel and requests for proposals from County, are superseded.

**11.5 Exhibits.** All exhibits referred to herein are attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any exhibit attached hereto, the terms of this Agreement shall govern.

**11.6 Further Assurances.** The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

**11.7 Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

**11.8 Headings.** The captions and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

**11.9 Modification, Waiver.** Except as otherwise provided in Section 7, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

**11.10 Notices.** Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of

personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail, as the case may be.

County's Representative and Address for Notice:

Rubin E. Cruse, Jr.  
County Counsel  
County of Shasta  
1450 Court Street, Room 332  
Redding, CA 96001

Counsel's Representative and Address for Notice:

John Fiske  
603 S. Coast Hwy, Suite G  
Solana Beach, CA 92075

Either party may change its address for notice by delivering written notice to the other party as provided herein.

**11.11 Severability.** If any court of competent jurisdiction holds any term, provision, covenant or condition of this Agreement to be invalid, void or otherwise unenforceable, to any extent, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**11.12 Waiver.** The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

This Agreement shall be effective as of April 22, 2018.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Counsel 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.

FOR COUNTY OF SHASTA:

FOR COUNSEL:

\_\_\_\_\_  
Rubin E. Cruse, Jr.  
County Counsel

\_\_\_\_\_  
John P. Fiske  
Baron & Budd, P.C.

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

RISK MANAGEMENT APPROVAL

\_\_\_\_\_  
By: James R. Ross

By: \_\_\_\_\_  
James Johnson  
Risk Management Analyst III



EXHIBIT "A"  
**COUNTY OF SHASTA**  
**OUTSIDE COUNSEL BILLING GUIDELINES**

**A. Reimbursement of Allowable Expenses.**

The County shall reimburse Counsel for actual, necessary, and reasonable out-of-pocket expenses in accordance with the guidelines set forth below. An itemized breakdown of actual expenses must be provided. All expenses must be claimed for reimbursement at cost and must not include mark-ups by the firm. Allowable routine expenses incurred should be paid directly by the law firm and then claimed for reimbursement. All expenses submitted for reimbursement must be fully described. We will not accept any "miscellaneous" expense items. We may require supporting documentation for any expenses. The following guidelines should be followed with regard to specific expense items:

1. Photocopies

In-house photocopying and associated services or tasks are to be charged at actual cost.

2. Local/Long Distance Vehicle Travel

The County will pay for travel time at the agreed hourly rate only for the actual time that services are performed for County during the travel.

The miles associated with round trip vehicle travel between the County Administration Center (CAC) and the Counsel's work-site will be reimbursed at the current IRS mileage reimbursement rates. The County will not provide reimbursement for any travel, taxi, or rental vehicle during any stay in County, unless it is specifically related to providing services to the County (e.g., taxi fares for transportation between the airport and the CAC, or taxi fares to another location to meet with others in the performance of services for the County).

3. Air Travel/Vehicle Travel

All air travel will be reimbursed at economy or coach class fares. The actual receipt from the airline ticket shall be made available with claims for reimbursement. Air travel arrangements should be made as early as possible to avoid higher fares.

4. Hotels

If the provision of services to the County requires Counsel to stay overnight in County, Counsel will be reimbursed for actual room charges, plus taxes, for hotel accommodations in County not to exceed the rate established by the U.S. Government General Services

Administration (GSA) for County. Proof of actual room charges must be submitted for reimbursement.

5. Meals

County will not provide reimbursement for the expense of food or drink incurred in connection with the services provided under this Agreement.

6. Telephone

Long distance telephone charges directly related to the services provided to the County will be accepted for reimbursement. The statement must indicate the date of the telephone call, the telephone number called, the total cost, and the nature of the call.

7. Facsimile Charges

Facsimile charges, with the exception of actually incurred long distance telephone charges, are considered part of normal overhead and will not be accepted for reimbursement.

8. Messenger/Courier/Delivery/Express/Overnight Mail Services

The use of expedited delivery services is discouraged and will be reimbursed only if its use is determined to be absolutely necessary.

9. Computer-Assisted Research

We will not pay for computer-assisted research. We consider charges for expenses associated with the use of Westlaw, Lexis, Dialog, Information/America and other computer research databases, and Internet access charges to be similar to the purchase and maintenance of the firm's law library. Therefore these charges will not be accepted for reimbursement.

10. Database/Data Entry/Document Imaging Charges

Prior approval must be obtained from the County Representative before incurring any charges for the preparation, maintenance, data entry, imaging, programming and document input (included imaging charges) of file material to a database or document management system. If approved, we will pay for the cost of these tasks at an agreed upon clerical rate. We will only pay paralegal or attorney rates for the actual professional time spent determining the documents to be entered, how documents are categorized or summarizing documents, as appropriate.

11. Additional Non-reimbursable Expenses

The County will not reimburse the following costs as these expenses are considered part of normal overhead:

- compensation; a) Clerical or secretarial salaries or overtime
- b) Word processing charges;
- c) Office supplies;
- d) Postage;
- e) Entertainment or personal expenses;
- f) Commuting expense to or from work for firm
- personnel; g) Heating, air conditioning, utility charges;
- or h) In-house conference room charges.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 1, 2018

**CATEGORY:** Consent - Health and Human Services-4.

**SUBJECT:**

Agreement with Panoramic Software Corporation for Online Software Access

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

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Dean True, HHSA Adult Services 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 Panoramic Software Corporation in an amount not to exceed \$81,000 during the entire term of the agreement paid monthly in advance, to provide PG-Pro Software, storage of data, training and support, and maintenance services for the period July 1, 2018 through June 30, 2021.

**SUMMARY**

Approval of this agreement will allow Panoramic Software Corporation to continue to provide PG-Pro Software (Software) and technical assistance with the Software to the Health and Human Services Agency (HHSA), Public Guardian (PG).

**DISCUSSION**

The PG protects and cares for adults who cannot properly provide for their own personal and financial needs. The PG works to ensure people can live safely and with dignity through a process called “conservatorship,” which provides support including housing or hospitalization, medical care, and psychiatric treatment. The PG acts as a conservator when no other potential conservator or alternative to conservatorship is available. Currently, the PG has 144 conservatees and averages 8 to 10 investigations per month. The PG is authorized by California statute and is monitored by the Probate Division of the Superior Court.

Without the use of PG-Pro Software, which allows the PG to maintain conserved client data in a secure environment, their complex and technical job would be much more difficult to perform efficiently. A competitive procurement was done in Fiscal Year (FY) 2010-2011 and Panoramic was selected due to its robust system. Over seven years of doing business with Panoramic, the average annual increases have been approximately 4.5 percent. The PG has been satisfied with Panoramic’s past performance.

**ALTERNATIVES**

The Board could choose not to approve the agreement, direct changes to the agreement, direct the department to perform

another competitive procurement, and/or defer consideration to a future date.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The HHSA Social Services Administration FY 2018-19 Requested Budget will include sufficient appropriation authority for the activities described in this agreement. Future year costs will be included in FY 2019-20 and FY 2020-21 requested budgets. There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	4/23/2018	Agreement

**AGREEMENT BETWEEN THE COUNTY OF SHASTA  
AND  
PANORAMIC SOFTWARE CORPORATION**

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 Panoramic Software Corporation ("Contractor"), a California corporation, (collectively, the "Parties" and individually a "Party") for the provision of maintenance of PG-Pro Web application software.

**Section 1. DEFINITIONS.**

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

- A. Error** means any aspect of the software performance which does not conform substantially to the operation specified in the PG-Pro Web User Guide.
- B. Downtime** means the system is unavailable to County users due to a server outage or software bug. Downtime calculation to be based on the time the issue is reported to Contractor and resolution time by Contractor.
- C. Trouble Ticket** means an incident of downtime reported by the County to the Contractor.
- D. Trouble Resolution** means the trouble causing the downtime has been resolved.
- E. Service Credit** means an amount equal to the pro-rata recurring charges for one monthly invoice or statement for services for one day of the provision of services. In the event County experiences Downtime, County shall be eligible to receive from Contractor a Service Credit for each Downtime period with a maximum aggregate Service Credit of one month's charges for all Downtime for incidents occurring during such month. Time related to Service Credit requests will be measured from issuance of a trouble ticket to trouble resolution. Trouble tickets will be issued upon County's call to Contractor to report Downtime.
- F. Unauthorized Data Access** means any editing or entering of data by County other than through normal system usage as described in the user documentation.

**Section 2. RESPONSIBILITIES OF CONTRACTOR.**

- A.** Pursuant to the terms and conditions of this agreement, Contractor shall provide:  
**General Maintenance Services.**
  - (1)** PG-Pro Web Software (the "Software") including:
    - a.** Private and secure data center space with redundant power and managed services,
    - b.** Secure socket Layer (SSL) with 128-bit encryption, enabled with 1028-bit security certificate through Comodo Group, Inc.,
    - c.** Session log-off and time-out features,
    - d.** Unlimited capacity for storing and retrieving client information,

- e. Forms that can be printed, saved, emailed and attached to client record, and
    - f. Custom reports that can be printed, saved as Word documents or emailed.
  - (2) Telephone support to answer questions concerning the Software on Monday through Friday, from 8:30 a.m. to 4:30 p.m. Pacific Standard Time, excluding County holidays as specified in Sections 11.1 and 11.2 of the Shasta County Personnel Rules.
  - (3) User training classes for the Software offered at the discretion of Contractor at various locations including but not limited to Contractor's corporate headquarters, Public Guardian Association training conferences, and at County sites.
  - (4) Updates to the Software to fix application software errors and to improve ease of use and performance. Updates will include changes necessary to meet federal, state and court mandated requirements. County identified errors will be corrected by Contractor and brought into conformance with the Software User Guide.
  - (5) Software enhancements and error corrections will be made available to County in software releases as considered necessary by Contractor.
  - (6) Technical Service Bulletins which may include information regarding Software usage, third party software, and other matters considered relevant to County by Contractor.
  - (7) Data backup using commercially reasonable backup procedures including hourly incremental backups during business hours and nightly full backups. Contractor shall maintain strict confidentiality and adhere to all privacy and data protection laws applicable to the gathering, processing, storing and transmitting of such information.
  - (8) Recordation of monthly reports detailing:
    - 1. All available information about County users of Software, and
    - 2. All information reflecting County access and usage including user, date, time and IP address.
  - (9) Use and integrate the most current and up to date technology no later than one year after the technology has been released.
  - (10) Download and make available to the County the Software database, using commercially reasonable procedures, at least once per calendar quarter.
- B.** As required by Government Code section 7550, each document or report prepared by Contractor 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. Contractor 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, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

- C. 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 3. RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Contractor as prescribed in Sections 4 and 5 of this agreement.
- B. Monitor Contractor's performance to assure compliance with the terms, conditions and specifications of the agreement.
- C. Be responsible for all County hardware and software including, but not limited to, system restarts, configuration and operation of system peripherals such as printers, modems, and workstations.
- D. Resolve all hardware problems, reinstall repaired equipment, and perform all other actions necessary to complete the repair process.
- E. Maintain system requirements including at a minimum:
  - (1) Windows 7 or higher
  - (2) Internet Explorer 11
  - (3) Adobe PDF Reader 8 or newer
  - (4) Office 2010 or newer
  - (5) Processor speed 2.0 GHz or better
  - (6) 1 GB of RAM (2 to 4 GB of RAM is optimal)
  - (7) 19" Monitor (21" to 22" is optimal)

**Section 4. COMPENSATION.**

- A. For Fiscal Year ("FY") 2018-19, Contractor shall be paid at the rate of \$2,000 per month, due and payable on the first day of each month, for a total compensation not to exceed \$24,000. For FY 2019-20, Contractor Shall be paid at the rate of \$2,250 per month, due and payable on the first day of each month, for a total compensation not to exceed \$27,000. For FY 2020-21, Contractor shall be paid at the rate of \$2,500 per month, due and payable on the first day of each month, for a total compensation not to exceed \$30,000. In no case whatsoever shall the maximum amount payable under this agreement exceed \$81,000.
- B. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.



**Section 5. BILLING AND PAYMENT.**

- A. Contractor shall submit to Health and Human Services Agency (HHS) Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, by the 15<sup>th</sup> day of each month, a billhead or invoice regularly used in the conduct of business of the Consultant for services rendered County pursuant to this agreement. County shall pay Contractor within 30 days of receipt of a complete, correct, and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any cost claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 6. TERM OF AGREEMENT.**

This agreement shall commence on July 1, 2018, and shall end on June 30, 2021. 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 fiscal year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

**Section 7. TERMINATION OF AGREEMENT.**

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined by County that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section 7.
- 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 County or Contractor not be able to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of County or Contractor, 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 Contractor's control.

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

**Section 8. 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. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. 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 Contractor and the County's HHSA Director or any HHSA Branch Director delegated 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 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

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

**Section 10. EMPLOYMENT STATUS OF CONTRACTOR.**

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

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

**Section 11. INDEMNIFICATION.**

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

**Section 12. INSURANCE COVERAGE.**

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

subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Without limiting any of the obligations or liabilities of Contractor, Contractor shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Contractor is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.
- D. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- E. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a

minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

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

"Separation of Insureds.

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

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

- (8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

**Section 13. PATENT AND COPYRIGHT INDEMNITY**

Contractor shall not provide County with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. If County promptly notifies Contractor in writing of any third party claim against County that any software or other item provided to County by Contractor infringes any patent, copyright, trade secret or other intellectual property right of any third party, Contractor shall, to the fullest extent permitted by law, 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 any product or design provided by Contractor to County that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officer, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against the County, its elected officials, officer, employees, agents, and volunteers, arising from allegation, claim, or assertion any product or design provided by Contractor to County violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. Contractor shall not indemnify County, however, to the extent the alleged infringement is caused by (1) County's modification of the software or item, (2) use of the software or item other than in accordance with the documentation or this agreement, (3) County's failure to use acceptable non-infringing corrections or enhancements made available by Contractor, or (4) information, specifications or materials provided by County or any third party. If any software or other item is, or in Contractor's reasonable opinion is likely to be held to be infringing, Contractor shall at its expense and option: (a) procure the right for County to continue using it; or (b) replace or modify it so that it becomes non-infringing while giving equivalent performance. If Contractor is initially unable to perform either option (a) or (b), for a period not to exceed 180 days, Contractor may require County to stop using the potentially infringing System or portion thereof, until Contractor can perform either option (a) or (b), providing however Contractor supplies County with an alternate means by which County may obtain equivalent performance.

**Section 14. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

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

- B. Contractor 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 15. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall 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. Contractor 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. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- E. Contractor represents that Contractor is in compliance with, and agrees that Contractor shall continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*), the Fair Employment and Housing Act (Government Code, §12900, *et seq.*), and the regulations and guidelines issued pursuant thereto.
- F. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- G. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with the provisions of this section.

**Section 16. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS.**

- A. Contractor 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 Contractor 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, Contractor 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 Contractor as long as Contractor is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

**Section 17. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of



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

- B. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

**Section 18. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

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

**Section 19. LICENSES AND PERMITS.**

Contractor, and Contractor's officers, employees, 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 20. PERFORMANCE STANDARDS.**

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

**Section 21. CONFLICTS OF INTEREST.**

Contractor and Contractor's officers, 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 22. NOTICES.**

- A.** Except as provided in Section 7.C and 7.D of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be in given to the appropriate Party at the address specified below or as 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 Adult Services Branch  
   Attn: Contracts  
   P.O. Box 496005  
   Redding, CA 96049-6005  
   Phone: 530.225.5900  
   Fax: 530.225.5977

If to Contractor:                  President  
   Panoramic Software, Inc.  
   32932 Pacific Coast Highway #14-482  
   Dana Point, CA 92629  
   Phone: 877.558.8526  
   Fax: 866.548.0636

- B.** Any oral notice authorized by this agreement shall be given to the persons specified in Section 22.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 23. 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 24. COMPLIANCE WITH POLITICAL REFORM ACT.**

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

required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234 *et seq.*

**Section 25. PROPERTY TAXES.**

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

**Section 26. 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 27. COUNTY'S RIGHT OF SETOFF.**

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

**Section 28. 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 29. CONFIDENTIALITY OF CLIENT INFORMATION.**

Contractor shall comply with, and require all of Contractor'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 30. 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,

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

**Section 31. USE OF COUNTY PROPERTY.**

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

***/SIGNATURE PAGE FOLLOWS/***

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

**COUNTY OF SHASTA**

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

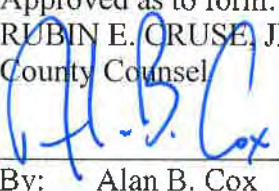
\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

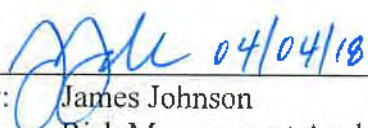
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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


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

By:  4/5/18  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By:  04/04/18  
James Johnson  
Risk Management Analyst

Approved by:  
INFORMATION TECHNOLOGY

By:  4-5-2018  
Tom Schreiber  
Chief Information Officer

**CONTRACTOR**

Date: 4/20/18

\_\_\_\_\_  
Jeff Von Waldburg, CEO/CFO  
Panoramic Software, Inc.

Federal Tax Id # On File

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 1, 2018

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

**SUBJECT:**

Agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc.

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

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Tracy Tedder, Branch Director, HHSA Business & Support Services,  
(530) 229-8419

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc., in an amount not to exceed \$132,500 to provide a Space Needs Assessment for the Health and Human Services Agency for the period date of signing through March 31, 2019.

**SUMMARY**

The proposed agreement will allow Nichols-Melburg & Rossetto, AIA & Associates, Inc. (NMR) to provide a Space Needs Assessment and analysis.

**DISCUSSION**

The HHSA is developing a Space Needs Assessment and analysis that will help guide HHSA over the next 10 to 20 years with regards to space needs and related facility requirements. Through a Request for Quote (RFQ) process HHSA was seeking a consultant that can provide expertise in the assessment of space needs and conceptual space planning for HHSA. The RFQ process yielded four responses. NMR was selected to provide the space needs assessment.

In addition to guiding the HHSA with space and facility requirements, it is anticipated that the Space Needs Assessment will also help the HHSA with building workflow, looking at ways to maximize County-owned space (i.e., remodeling current county owned and occupied space as opposed to leasing new space), and contemplating options for the future of the current Shasta County Courthouse when it is vacated with the completion of the new Shasta County Courthouse.

**ALTERNATIVES**

The Board could choose not to approve the agreement, may request additional information from staff, may direct staff to issue

a new RFQ with different parameters, or may defer consideration to a future date.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. County Purchasing administered the Request for Quotes process. Public Works has reviewed the agreement and are available to provide technical assistance on this project. This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

HHSAs FY 2017-18 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. Sufficient appropriation authority for this agreement will be included in the FY 2018-19 budget request, and appropriate appropriation authority will be sought in subsequent annual budget requests during the term of the agreement, if necessary. No additional County General Funds are requested.

**ATTACHMENTS:**

Description	Upload Date	Description
NMR Agreement	4/20/2018	NMR Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency ("HHSA"), a political subdivision of the State of California ("County") and Nichols-Melburg & Rossetto, AIA & Associates, Inc. ("Consultant") to provide a Space Needs Assessment (collectively, the "Parties" and individually a "Party").

**Section 1. DEFINITIONS.**

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

- A. **Advisory Review Committee Meeting(s)** means a team comprised of HHSA staff and County members from the Project Team as needed. HHSA Business and Support Services will be responsible for scheduling meetings of the Advisory Review Committee.
- B. **Expanded Cabinet** means HHSA's leadership team comprised of the HHSA Director, HHSA Branch Directors, and HHSA Branch Deputy Directors.
- C. **Interview Meeting(s)** are conducted by Consultant with each HHSA Branch (Adult Services, Business and Support Services, Children's Services, Office of the Director, Public Health, and Regional Services) for the purpose of discussing operational needs, current space shortfalls, and long-range operational objectives of each HHSA Branch, and reviewing the facilities inventory and space occupancy inventory.
- D. **HHSA Branch(es)** ("Branch(es)") means the six Branches that form the Health and Human Services Agency which are Adult Services; Business and Support Services; Children's Services; Office of the Director; Public Health; and Regional Services.
- E. **Needs Assessment Database** is a database developed by the Consultant that shall include, but is not limited to, a summary of the projected HHSA space needs and associated parking requirements
- F. **Project Kickoff Meeting(s)** shall be scheduled by HHSA and will set the goals and outcomes, timelines, benchmarks, and direction of the Project Team. The Project Kickoff Meeting(s) shall serve to establish key Branch contact persons, location of County data, finalize project meeting(s), and project delivery dates. At these meetings, HHSA shall determine which facilities and sites are considered subject to change in any plan (referred to as the "subject facilities") and which are "fixed in place" and may not require consideration in any growth plan. During the project initiation, County maps and documents that may assist the Consultant shall be made available to Consultant.
- G. **Project Team** is comprised of members from HHSA, County's Department of Public Works, as needed, and the Consultant.
- H. **Space Allocation Standards** are a tool to assist HHSA make better decisions about effective and efficient planning of office and facility needs. The goals and benefits, of Space Allocation Standards include but are not limited to: reducing initial



costs/minimizing cost; increasing sustainability; reducing cost of future remodeling; increasing flexibility; contributing to employee productivity; providing a measure of equity; and improving the quality and effectiveness of the work environment.

- I. **Space Inventory Database** is a database developed by the Consultant that shall include, but is not limited to, the current occupancy of each facility by address, building, and floor, and an estimated net usable space occupied. The Space Inventory Database shall also summarize the estimated total gross area of each floor, gross area of the overall building, and public and staff parking.
- J. **Space Needs Assessment** means the Consultant shall review and analyze current workspaces and workflow of each of HHSA's locations listed in **Exhibit A, Health and Human Services Agency Locations**, attached and incorporated into this agreement by this reference; and identify any efficiency of cost-effective layout alterations that may provide space for additional employees so as possibly to defer the requirement of procuring additional space over the next 10 to 20 years. In addition, the Consultant shall propose automation, electronic, or other techniques which may serve to provide efficiency of file/storage space, with a cost-benefit analysis.

## **Section 2. RESPONSIBILITIES OF CONSULTANT.**

- A. Pursuant to the terms and conditions of this agreement, Consultant shall:
  - (1) Attend Project Kickoff Meeting(s) at a time, day, and location determined by County.
  - (2) Inventory and assess all existing HHSA occupied facilities and provide a visual summary assessment of each HHSA occupied facility with respect to general condition of the building structure, expandability, adaptability, accessibility, and overall building systems such as, but not limited to, mechanical and structural.
  - (3) Review any lease terms and conditions of each HHSA occupied facility. This assessment shall provide a general estimate of the viability for continued use and potential cost of renovation for future use, and the information shall be used to prepare the Space Inventory Database.
  - (4) Develop an overall parking inventory for public and staff needs.
  - (5) Document existing HHSA staff, locations, and functions, where HHSA services currently reside. Information gathered shall include, but is not limited to, occupied net usable space in all HHSA occupied subject facilities, and where updated "as built" plans are not available and provided by HHSA, Consultant shall estimate the total gross and net usable (or rentable) square footage, and discuss options with HHSA Project Manager, that may include measuring and drafting floor plans.
  - (6) Collect and analyze demographic projections with the goal of identifying past population growth trends, and target the likelihood of future population service needs geographically within Shasta County which will affect the

nature and location of HHSA services required in the future. Consultant shall work with HHSA to collect historic, current, and projected county population data which shall include, but is not limited to the following:

- a. Any adjusted population counts and population by geographic location (census tract or traffic zone) maintained by Shasta County;
  - b. Historic, current, and projected population estimates maintained by the State of California Department of Finance; and
  - c. Population estimates of the U.S. Department of Commerce, Bureau of the Census.
- (7) Provide a plot graph of projected population estimates, geographically, relative to existing HHSA services and subject facilities.
- (8) Conduct Interview Meetings separately with each HHSA Branch to discuss adjacency needs, centralization, de-centralization, and growth impacts. Consultant shall obtain perspective of each HHSA Branch's needs, mission, and vision, to provide a better understanding of relative priorities for facilities projects and growth impacts necessary for development of a planning strategy.
- (9) Analyze the potential for consolidation of outlying offices regionally, or for centralization of functions within HHSA, following completion of the individual Branch interviews. The Consultant shall compare these findings with the demographic data to establish hypothetical service regions specific to each potentially de-centralized office function. For example, those Branches with indigent care responsibilities, the Consultant shall examine accessibility to public transit, location of indigent population (using County-provided demographic data), etc. Consultant shall also consider the impact of inter-Branch adjacency needs and workflow, and provide recommendations for consideration of regional facilities deployment, de-centralization, or centralization of HHSA operations on a Branch-by-Branch basis.
- (10) Document ideal priorities for HHSA adjacencies based on workflow and personnel movements using data collected during HHSA interviews. These adjacency relationships shall form a basis for development of space allocation planning concepts in subsequent tasks, and provide graphical documentation of HHSA adjacency criteria for HHSA as a whole, using a relative scale to indicate priorities.
- (11) Provide a draft report and present findings, to date, at Advisory Review Committee Meeting(s), which shall include, but is not limited to, the following:
  - a. The facilities inventory and HHSA occupancy by location, demographic findings, and projections;
  - b. HHSA objectives, opportunities, and conflicting goals;
  - c. De-centralization or regionalization opportunities;

- d. Needs to centralize operations; and
  - e. Workflow and adjacency needs.
- (12) Consultant shall address long-term HHSA service strategies as they may affect facilities needs in the future, including impacts of funding for facilities cost reimbursement, leasing, etc.
- (13) Following the Advisory Review Committee Meeting discussions regarding the long-range service strategies, and using the data provided in HHSA interviews, Consultant shall project potential staffing requirements of each Branch, by location, given three forecast modes. These forecast modes shall include, but are not limited to the following:
  - a. A "minimum" growth (status quo operations on an expanding population base) projection;
  - b. A "maximum" growth (considering increased service levels and/or decentralization) projection; and
  - c. A "best estimate" of growth given the Advisory Review Committee Meeting(s) discussions of HHSA operational strategy during the population growth.
- (14) Estimate future public access needs by estimating the volume of public visitor access (physical access, versus telephonic, internet or other electronic access) needs to each Branch's public service facilities at each subject facilities HHSA location. Consultant shall assess the impact of potential changes in staffing and service levels associated with increased deployment of automation and use of communications technologies. These estimates shall be conducted concurrently with the projected staffing needs of each Branch. In addition, Consultant shall identify where the conceptual deployment of HHSA public service offices over- or under-represents the projected need based on population growth identified in Section 2.A.(6).
- (15) Create Space Allocation Standards for the purpose of estimating future space needs.
- (16) Project HHSA's demands for net usable space by site location given the operational analysis, staff projections, and Space Allocation Standards. Space requirements for each function shall provide the projections for the "minimum", "maximum", and "best estimate" growth forecasts. The result shall be totaled by Branch and function, location, and by space type (office, warehouse, shop, lab, clinic, lab, etc.).
- (17) Meet with HHSA Project Manager, HHSA Director, or other appropriate staff to discuss and obtain HHSA policy and objectives regarding employee parking in both urban and rural environments.
- (18) Estimate the number of employee, visitor, and County vehicles to be parked at each separate existing or proposed site location, using the staffing and space requirement estimates, and California Building Code requirements. Consultant shall also estimate the number of visitors anticipated at each HHSA occupied site, and include this data in the Needs Assessment Database.

- (19) Present the future staff requirements based on the "minimum", "maximum", and "best estimate" forecasts at Advisory Review Committee Meeting(s). Consultant shall review the Space Allocation Standards, existing net space per staff workstation, and the "target" net square footage per each staff workstation. Consultant shall present the projected net space needs by location for each Branch and function, per the operational modes agreed to at the previous Advisory Review Committee Meeting.
  - (20) At the option of HHSA's Project Manager, conduct a workshop with Expanded Cabinet to present findings, to date, and to solicit input and modification to the project assumptions. At this/these presentation(s), the Consultant shall summarize the inventory of existing HHSA-occupied facilities, HHSA staffing by location, projected growth and population impacts, service delivery strategies, recommended centralization and de-centralization needs of departments, workflow and adjacency criteria, staffing projections, and space requirements by Branch and location.
  - (21) Include in the Space Needs Assessment, the potential for HHSA to occupy a portion of the current courthouse space, approximately 79,975 square feet, after the new courthouse is completed. The analysis shall also include the costs associated with remodeling the space to provide for public services and related staffing, i.e., office space, for occupancy.
- B. 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."

### **Section 3. RESPONSIBILITIES OF COUNTY.**

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

- A. Schedule the Advisory Review Committee Meeting(s), Interview Meeting(s) Project Kickoff Meeting(s), and workshop with Expanded Cabinet, if needed, and participate, as necessary.
- B. Provide an HHSA Project Manager as the County's primary contact and liaison for the Consultant.
- C. Provide "as built" plans, demographic data, and other information needed by Consultant and available in County records that will be of assistance to Consultant in executing its responsibilities under the terms of this Agreement.
- D. Gather miscellaneous information needed by Consultant through the use of Consultant supplied questionnaires and forms.

- E. Review documents submitted by Consultant and promptly render decisions, when within the County's power to do so, pertaining thereto to avoid unreasonable delay in the progress of the project.
- F. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 4. COMPENSATION.**

- A. Consultant shall be paid monthly for the services described in this agreement at the hourly rates specified in **Exhibit B, Hourly Rate & Reimbursable Rate Schedule**, attached and incorporated into this agreement by this reference.
- B. County shall reimburse Consultant for cost incurred while providing the services described in this agreement at the rates specified in **Exhibit B**.
- C. During the term of this agreement, the County's HHSA Director or any HHSA Branch Director authorized by the HHSA Director may approve, in writing and in advance, changes in any of Consultant's rates, provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.
- D. In no case whatsoever shall the maximum amount payable under this agreement exceed \$132,500.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- F. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

**Section 5. BILLING AND PAYMENT.**

- A. Consultant shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15<sup>th</sup> day of each month for the services rendered the preceding month and costs incurred, an itemized billhead or invoice regularly used in the conduct of business of the Consultant along with any supporting documentation and/or original receipts. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to 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 contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

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

**Section 6. TERM OF AGREEMENT.**

This agreement shall commence as of the last date it has been signed by both Parties and shall end March 31, 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 Consultant in writing of such non-appropriation at the earliest possible date.

**Section 7. 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 County's Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director authorized by the HHSA 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 8. 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 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 9. 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 10. 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 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 agreement.

**Section 11. 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 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.
- B. For professional services provided under this agreement, 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 agreement. Consultant shall also, at Consultant's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

**Section 12. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect



County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* 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 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 13. 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 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

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

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times

upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

**Section 16. 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 17. LICENSES AND PERMITS.**

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

**Section 18. 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 19. 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 20. NOTICES.**

- A. Except as provided in Section 7.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 Business and Support Services  
Attn: Contracts Unit  
P.O. Box 496005  
Redding, CA 96049-6005  
Phone: (530) 245-6860  
Fax: (530) 225-5555

If to Consultant: Principal Architect  
Nichols-Melburg & Rossetto, AIA & Associates, Inc.  
300 Knollcrest Drive  
Redding, CA 96002  
Phone: (530) 222-3300  
Fax: (530) 222-3538

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

**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.**

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 23. PROPERTY TAXES.**

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

**Section 24. 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 25. 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 26. 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 27. CONFIDENTIALITY OF CLIENT INFORMATION.**

Consultant shall comply with, and require all of Consultant'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 28. SCOPE AND OWNERSHIP OF WORK.**

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

**Section 29. USE OF COUNTY PROPERTY.**

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

***SIGNATURE PAGE FOLLOWS***



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

**COUNTY OF SHASTA**

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

By: Alan B. Cox 4/17/13  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 04/19/13  
James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 4/13/18

By: Kyle Matti  
Kyle Matti, Vice President

Date: 4.13.18

By: Les Melburg  
Les Melburg, Secretary

Tax I.D.#: \_\_\_\_\_ On file \_\_\_\_\_



## Health and Human Services Agency Locations

Location Address	City	Branch	Program	Lease/Own	Square Feet
2889 East Center St.	Anderson	Regional	Regional Office	<ul style="list-style-type: none"> <li>63.7% County Owned</li> <li>36.3% City of Anderson Owned</li> </ul>	13,475
36911 Main St.	Burney	Regional	Burney Office	Leased	3,040
3rd St. Johnson Park, Hwy 299 E (Units 16 & 23)	Fall River Mills	Regional	PH Storage	Leased	200
44218 A St.	McArthur	Regional	WIC	MOU Intermountain Fair	290
1035 Placer St.	Redding	Regional	Eligibility (2 Eligibility Workers)	Leased	50
1075 Court St. (F4)	Redding	Adult	Public Guardian Closed Files	Leased	200
1075 Court St. (O5)	Redding	Adult	IHSS Closed Files	Leased	300
1220 Sacramento St.	Redding	Regional	Regional Office	Leased	8,000
1265 Redwood Blvd.	Redding	Regional	Opportunity Center	Owned	17,012
1313 Yuba St. Mall	Redding	Children's	Children's Services	Leased	13,500
1400/1550 California St.	Redding	<ul style="list-style-type: none"> <li>Children's</li> <li>Regional</li> </ul>	CalWORKs & LINCS Office Space	Leased	27,044
1400/1550 California St.	Redding	<ul style="list-style-type: none"> <li>Children's</li> <li>Public Health</li> <li>Regional</li> <li>Other Co</li> </ul>	Basement Storage	Leased	18,616
1506/1518 Market St.	Redding	Regional	Perinatal	Leased	5,000
1604 Market St.	Redding	Children's	Adoptions, Options, Foster Care Licensing Conference Room	Leased	1,748
1620, 1624, 1628 Market St.	Redding	Children's	Adoptions, Options, Foster Care Licensing	Leased	7,345
1810 Market St.	Redding	BSS	Fiscal, HR, Contracts, Managed Care, IT, Asset Management	Leased	12,636
1926 Sycamore Dr.	Redding	Children's	CCS	<ul style="list-style-type: none"> <li>See SELPA Agreement</li> <li>Services provided 1 - 2 times per week</li> </ul>	100

Location Address	City	Branch	Program	Lease/Own	Square Feet
2406 Breslauer Way	Redding	Regional	Mail/Package Room & Tool Room	County Owned	1,496
2420 Breslauer Way	Redding	Regional	Boggs	County Owned	2,570
2430 Breslauer Way	Redding	Regional	Outback Modular	County Owned	1,982
2460 Breslauer Way	Redding	Regional	Eligibility	County Owned	32,678
2466 Breslauer Way	Redding	Regional	Garages (Bates)	County Owned	720
2486 Progress Dr., Unit 2	Redding	Public Health	EPU Storage	Leased	3,172
2615 Breslauer Way	Redding	Public Health	Cottage 5 (Office of the Director)	County Owned	2,876
2632 Breslauer Way	Redding	Regional	Lower Level (Eligibility & IHSS-PA)	County Owned	
2634 Breslauer Way	Redding	Adult	IHSS & PG	County Owned	
2640 Breslauer Way	Redding	<ul style="list-style-type: none"> <li>Adult</li> <li>Children's</li> </ul>	Mental Health	County Owned	59,576
2644 Breslauer Way	Redding	Adult	Modular	County Owned	1,920
2650 Breslauer Way	Redding	Public Health	Public Health Buildings 1 & 2	County Owned	11,992
2652 Breslauer Way	Redding	Public Health	Cottage 1	County Owned	958
2652 Breslauer Way, #1	Redding	Public Health	Cottage 1 Garage	County Owned	336
2654 Breslauer Way	Redding	Adult	Cottage 2 (APS)	County Owned	1,008
2656 Breslauer Way	Redding	Adult	Cottage 3	County Owned	1,008
2660 Breslauer Way	Redding	Public Health	Public Health East Building	County Owned	6,726
2757 Churn Creek Rd, Suites A & B	Redding	Regional	Enterprise Regional Center	Leased	3,200
3499 Hiatt Dr.	Redding	Public Health	<ul style="list-style-type: none"> <li>CCS (California Children's Services)</li> <li>MTU (Medical Therapy Unit)</li> </ul>	See SELPA Agreement	4,160
4216 Shasta Dam Blvd. and 4222 Shasta Dam Blvd.	Shasta Lake	Regional	Regional Office	Leased	5,704
1411 Yuba St. and 1612 Market St.	Redding	Children's		Leased	2,473

**HOURLY RATE & REIMBURSABLE RATE SCHEDULE**

(Effective January 1, 2017)

Principal Architect / Structural Engineer	\$235.00/hour
Associate Principal Architect / Engineer	\$192.00/hour
Senior Associate Architect / Engineer	\$180.00/hour
Associate Architect / Engineer	\$172.00/hour
Structural Engineer	\$168.00/hour
Architect, CASp	\$158.00/hour
Senior Project Architect / Engineer	\$150.00/hour
Project Architect / Engineer / Manager	\$145.00/hour
Architect	\$139.00/hour
Medical Planner	\$133.00/hour
Interior Designer	\$127.00/hour
Project Technician I	\$122.00/hour
Project Technician II	\$116.00/hour
Project Technician III	\$110.00/hour
Administrative Analyst	\$80.00/hour
Technical Assistant	\$69.00/hour
Administrative	\$58.00/hour

**REIMBURSABLE EXPENSE RATES:****IN-HOUSE REPROGRAPHICS**

Prints	12x24, 15x21, 18x24	\$1.75/each
Prints	24x36	\$2.50/each
Prints	30x42	\$3.50/each
Copies	8-1/2x11	\$1.10/each
Copies	8-1/2x14	\$1.15/each
Copies	11x17	\$1.20/each
Color Copies	8-1/2x11	\$1.50/each
Color Copies	11x17	\$1.75/each
Plots	24x36 Bond	\$4.00/each
Plots	30x42 Bond	\$5.00/each
Color Plots	15x24 Bond	\$12.50/each
Color Plots	24x36 Bond	\$20.00/each
Color Plots	30x42 Bond	\$25.00/each
Presentation Board Materials		\$50.00/each
Scanning	12x24, 15x21, 18x24	\$1.55/page
Scanning	24x36	\$1.15/page
Scanning	30x42	\$1.65/page
Scanning	36x48	\$2.15/page

Printing by outside source . . . . . Actual Expense + 10%

**Alliance Project Management System:**

Server and Database use during Design	\$40.00/month
Server and Database use during Construction	\$80.00/month

**TRAVEL EXPENSES**

Mileage	Current IRS allowed amount
Other Travel Related Expenses*	Actual Expense + 10%

**AGENCY FEES**

Approval and Plan Check Fees	Actual Expense + 10%
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**CONSULTANTS**

Consultant Billings	Actual Expense + 10%
Consultant Reimbursable Expenses	Actual Expense + 10%

OTHER PROJECT RELATED ITEMS . . . . . Actual Expense + 10%

*Note: Hourly rates & expenses will be updated on an annual basis throughout the duration of the project and services will be billed at the hourly rates in place at the time service is provided.*

\*County will not reimburse Consultant for alcohol, in-room movies, laundry, sundry, or family expenses.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 1, 2018

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

**SUBJECT:**

New agreement with Asuza Pacific University

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with Azusa Pacific University in an amount not to exceed \$94,493.20 to provide training and an evaluation plan on how to expand substance use disorder treatment services for Medi-Cal eligible adolescents in Shasta County for the period date of signing through December 31, 2018.

**SUMMARY**

This agreement is for services of Azusa Pacific University (APU) to research and establish a program for substance use disorder treatment services for Medi-Cal eligible adolescents in Shasta County.

**DISCUSSION**

On December 30, 2015 California's Section 1115(a) Medicaid Waiver Renewal, entitled Medi-Cal 2020, was approved by the Centers for Medicare and Medicaid Services (CMS) to transform and improve the quality of care, access, and efficiency of health care services for over 13 million Medi-Cal members.

California's Med-Cal 2020 1115(a) Waiver Demonstration Project (Waiver) allows for increased access to substance use disorder treatment services for Medi-Cal eligible adolescents. Medi-Cal provides coverage to 1.0 million adolescents in California between the ages of 12 to 17, 13.2% of the state's Medi-Cal population. The Health and Human Services Agency (HHS) Children's Branch applied for and was awarded a grant in the amount of \$150,000 to conduct a project that determines the needs of Shasta County adolescents for substance use disorder treatment and the subsequent development of adolescent-focused treatment options.

Established in 1899, APU provides the unique expertise to assist the HHS Children's Services Branch in establishing a tailored program for substance use disorder treatment services to benefit Medi-Cal eligible Shasta County adolescents.

APU's Professor Dr. Gonzales-Castaneda, PhD, MPH is uniquely qualified and highly skilled in conducting research and evaluation projects with substance use disorder (SUD) adolescent populations.

Being already aware of the local adult substance use disorders and having various treatments options available to the adults, this project focuses specifically on our adolescent population in Shasta County to identify the levels and types of use and develop relevant local adolescent-focused treatment options.

According to survey results posted by the U.S. Department of Health & Human Services Office of Adolescent Health, in California, 17% percent of high school students report they drank alcohol for the first time before the age of 13; 43% report that they usually obtained the alcohol they drank by someone giving it to them; and 29% report that they had at least one drink of alcohol on at least one day within 30 days prior to the survey. The Centers for Disease Control and Prevention reports that 7.5% of California adolescents tried marijuana for the first time before the age of 13 and that 38.6% of California adolescents report that they have used marijuana one or more times in their lifetime.

Evaluating the adolescent substance use disorder treatment needs unique to Shasta County requires an in depth look at the influences in their life that have put them at-risk which results in them being less likely to transition successfully into adulthood. Substance use can have long-lasting effects on the developing brain and may interfere with family, positive peer relationships, and school performance. Many adolescents who engage in substance use have a history of physical, emotional, sexual abuse, or another trauma.

The intended result of this project is the development of local adolescent-focused treatment options tailored to meet the unique needs of our local adolescent that considers their level of psychological development, gender, relations with family and peers, how well he or she is doing in school, the larger community, cultural and ethnic factors, and any special physical or behavioral issues.

**ALTERNATIVES**

The Board may choose not to approve the recommendation or direct staff to modify the terms of the agreement.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

This agreement is funded through a grant award from Partnership HealthPlan or California, Inc. representing revenue funding to the HHSA Children’s Services Branch of \$150,000 in the 17/18 fiscal year. There is no additional General Fund impact with the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Azusa Pacific University Agreement	4/20/2018	Azusa Pacific University Agreement

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN THE  
COUNTY OF SHASTA AND AZUSA PACIFIC UNIVERSITY**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California (County) through the Health and Human Services Agency (HHSA) Children's Services Branch and Azusa Pacific University (Consultant), a California Corporation, to create understanding and awareness of substance use disorder treatment services for Medi-Cal eligible Shasta County youth (collectively, the Parties and individually a Party).

**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 technical services to research, develop and implement a youth substance use disorder treatment service for Medi-Cal eligible Shasta County youth as prescribed in **EXHIBIT A, SCOPE OF WORK**, attached and incorporated herein.
- B. Provide any workshop materials to designated County contact at least 48 hours prior to workshop to allow for County review. All material used must be approved by County before use.
- C. Provide copies of supporting documentation upon County request.
- 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 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."

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by the Consultant.
- B. Provide the following:

- (1) Identification of a single point of contact to act as primary contact for assistive services and workshops.
- (2) Schedule and coordinate the workshop venue and required audio/visual equipment.
- (3) Ensure that County-approved workshop materials are available for speakers use at workshops.
- (4) Determine the frequency, length and schedule of all Substance Use Disorder Treatment workshops.

**Section 3. COMPENSATION.**

- A. Consultant shall be paid the following amounts as each objective is completed and accepted by County as prescribed in EXHIBIT A, SCOPE OF WORK: Objective 1, \$23,623.30; Objective 2, \$23,623.30; and Objective 3, \$47,246.60. In no event shall the total compensation exceed \$94,493.20.
- B. In accordance with the budget as prescribed in section 4, County shall pay to Consultant a maximum of \$94,493.20 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (OMB) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement.
- C. 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 HHS Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, by the 30<sup>th</sup> of each month for services rendered the preceding month an invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to 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 contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

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

**Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall be effective as of the last date it has been signed by both Parties and shall end on December 31, 2018.

**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 or any HHSA Branch Director designated by the HHSA 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 the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

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

Inasmuch as this agreement is intended to secure the specialized services of 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. 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 not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Notwithstanding Consultant's status as an independent contractor, County shall withhold from payments made to Consultant such sums as are required to be withheld from employees by the Federal Internal Revenue Code, the Federal Insurance Compensation Act, the State Personal Income Tax Law, and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding County's liability under said laws and does not abrogate Consultant's status as an independent contractor as described in 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 Consultant's 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 defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence and \$3 million in the aggregate; 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 and \$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 10 business days of Consultant's receipt of notice of such reduction or cancellation of coverage. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) 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.
- (5) 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, prior to the expiration of the current insurance coverage, 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.
- (6) 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.
- (7) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

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

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

- B. Consultant shall not unlawfully 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 applicable law.
- C. If applicable, 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.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions in this section.
- F. Consultant represents that it is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws, including but not limited to 42 USC Secs. 2000e 1(a); 2000e 2(e); 29 USC Sec. 1144; Sec. 204(c) of Federal Executive Order 11246 (as amended); 41 CFR Secs. 60 1.5 (5) and (6); 20 USC Sec. 1681 (a) (3); 34 CFR Secs. 106.12(a) and (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code Secs. 12922, 12926 (a)-(d) and 12926.2(a); and Title 2, Division 4, Chapter 2, Sec. 7286.5(a)(5) of the California Code of Regulations, the First Amendment of the United States Constitution and Article I, Sec. 4 of the California Constitution. Accordingly, the Parties agree that, notwithstanding anything in this Agreement to the contrary, by entering into this Agreement and agreeing to its terms, the Consultant, in connection with the provision of services under this Agreement or otherwise, does not (i) waive any of its rights, privileges or exemptions, (ii) become subject to the provisions contained in the California Public Contract Code section 10295.3, or (iii) become subject to any requirements that exceed those imposed by applicable, enforceable law.

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

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

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

- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

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

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

**Section 16. LICENSES AND PERMITS.**

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

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such 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 Children's Services  
Attn: Contracts Unit  
1313 Yuba Street  
Redding, CA 96001  
Phone: (530) 225-5757  
Fax: (530) 225-5190

If to Consultant: Diane J. Guido, PhD  
Vice Provost for Graduate Programs and Research  
901 East Alostia Avenue  
Azusa, CA 91702-2701  
Phone: (626) 812-3034  
Fax: (626) 815-3807

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

**Section 20. AGREEMENT PREPARATION.**

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

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

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

**Section 24. COUNTY'S RIGHT OF SETOFF.**

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

**Section 25. CONFIDENTIALITY.**

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

**Section 26. 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 consultant for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

**Section 27. USE OF COUNTY PROPERTY.**

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

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

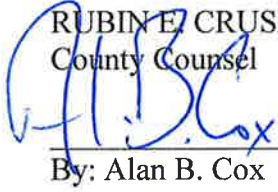
\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:

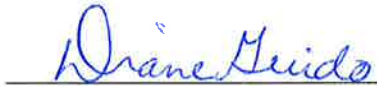
RUBIN E. CRUSE, JR.  
County Counsel  
 4/18/17  
By: Alan B. Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL


 04/17/18  
By: James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 4-13-18

  
By: Dr. Diane J. Guido  
Vice Provost for Graduate Programs and Research

Date: 4-16-18

  
Bob Johansen, CPA, MA  
Senior Vice President / Chief Financial Officer

Tax I.D.#: On file

**SCOPE OF WORK****Evaluation Overview and Goal**

Dr. Rachel Gonzales-Castaneda and her team will lead evaluation efforts associated with Shasta County's Youth Substance Use Disorder Committee. The major goal of the project consists of providing technical assistance and an evaluation plan for the Shasta County Youth Substance Use Disorder Committee with a focus on meeting Drug Medi-Cal Organized Delivery System (DMC-ODS) waiver requirements.

**Evaluation Objectives & Activities**

The following table provides a detailed description of objectives and activities associated with meeting the overall goal of the evaluation.

<b>Overarching Goal: Provide technical assistance to Shasta County Youth Substance Use Disorder Committee with a focus on meeting DMC-ODS waiver requirements.</b>	
<b>Objective 1:</b> Develop a comprehensive technical assistance plan for Shasta County Youth Substance Use Disorder Committee.	<b><i>Deliverables:</i></b>
<b><u>Activities:</u></b> <ul style="list-style-type: none"> <li>• Meet and confer with Shasta County staff through in-person or conference calls regarding needs for technical assistance for the Youth Substance Use Disorder Committee. Discussions during the first months will focus on refining technical assistance needs for future webinars.</li> <li>• Develop technical assistance webinars focused on introducing Shasta County Substance Use Disorder Committee Members to DMC-ODS key waiver requirements (e.g. American Society of Addiction Medicine (ASAM) assessment, at-risk screening and determination, evidence-based practices, recovery support services).</li> <li>• Coordinate and conduct webinars focused on the key DMC-ODS requirements as identified during planning calls and meetings.</li> </ul>	Webinars focused on key DMC-ODS requirements as identified in planning calls/meetings.

<b>Objective 2:</b> Implement the comprehensive technical assistance plan for the Shasta County Youth Substance Use Disorder Committee.	<b>Deliverables:</b>
<p><u>Activities:</u></p> <ul style="list-style-type: none"> <li>• Technically assist Shasta County to develop their substance use treatment service tools required by the waiver (i.e. screening tools, assessment tools and other youth-specific documentation). In addition, provide guidance on therapeutic service plans for addressing Substance Use Disorders among youth and families (e.g. case management, recover support).</li> <li>• Conduct training for staff and partners identified by Shasta County Substance Use Disorder Committee focused on implementing DMC-ODS services tools (e.g. ASAM assessment, at-risk screening tools, evidence-based practices, recovery support services).</li> <li>* In-person and webinar training sessions on topics approved by County including but not limited to: <ul style="list-style-type: none"> <li>• Motivational interviewing</li> <li>• Family systems, peer influences, and culture</li> <li>• Cognitive behavioral therapy</li> <li>• Co-occurring treatment for mental health clinicians</li> <li>• Diagnosing youth vs adult, treatment, interventions, tools and suggestions for substance use counselors.</li> <li>• Screening tool and substance use prevention training.</li> </ul> </li> </ul>	<p>In person training focused on implementing key DMC-ODS service tools.</p>
<b>Objective 3:</b> Provide direction and technical assistance regarding data integrity, performance and outcome measurement and evaluation for the Shasta County Youth Substance Use Disorder Committee.	<b>Deliverables:</b>
<p><u>Activities:</u></p> <ul style="list-style-type: none"> <li>• Technically assist Shasta County to examine their data management system and propose key clinical outcome and evaluation indicators for youth.</li> <li>• Assist Shasta County through technical assistance to examine their data management system and propose key performance measures for youth.</li> <li>• Compile information from technical assistance and data management into evaluation plan.</li> </ul>	<p>Final report on the Shasta County Youth Substance Use Disorder and Treatment and Evaluation Plan.</p>

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 1, 2018

**CATEGORY:** Consent - Law and Justice-7.

**SUBJECT:**

State of California, Department of Parks and Recreation, Off-Highway Vehicle grant funds Resolution.

**DEPARTMENT:** Sheriff

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Anthony Bertain, Lieutenant (530) 245-6075

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

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

**RECOMMENDATION**

Adopt a resolution regarding a purchase of search and rescue equipment which: (1) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; (2) certifies that this agency understands its legal obligations to the State upon approval of the Grant; (3) certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; (4) certifies that the Project will be well-maintained during its useful life; (5) certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; (6) certifies that this agency will provide the required matching funds; (7) certifies that the public and adjacent property owners have been notified of this Project (as applicable); and (8) appoints the Shasta County Sheriff-Coroner as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

**SUMMARY**

N/A

**DISCUSSION**

This is the first year the Shasta County Sheriff's Office has pursued funding from the Off-Highway Motor Vehicle Division. The grant proposal is seeking funds for personal safety equipment that will be issued to our staff and our motorized volunteers during search and rescue activities as well as patrol activities. As part of the application process a resolution must be submitted with the application no later than May 7, 2018.

**ALTERNATIVES**

The Board may choose to not to adopt the resolution.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The cost of the safety equipment will be covered by the grant and require a 5% match by the Sheriff’s Office. The match can consist of staff time during a search as well as accounting time to process the required billings. There is no additional General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	4/24/2018	Resolution
Application	4/26/2018	Application

**GOVERNING BODY RESOLUTION****RESOLUTION NUMBER:** 2018-**RESOLUTION OF THE:** BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
(Title of Applicant's Governing Body)**APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA,  
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA hereby:  
(Applicant's Governing Body)

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the (designated position) SHASTA COUNTY SHERIFF-CORONER as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
(Applicant's Governing Body)

following a roll call vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

\_\_\_\_\_  
(Clerk)

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

**1. Agency Information**

- a. Agency Name County of Shasta - Sheriff's Office
- b. Organizational Unit
- c. Address 300 Park Marina Circle
- d. Address 2
- e. City Redding State CA Zip 96001
- f. Federal ID Number 946000535 Reference No.
- g. Agency fiscal year (beginning month and day) January-01
- h. Agency Type
- ☐ City ☒ County
- ☐ U.S. Forest Service ☐ U.S. Forest Service - Patrol District
- ☐ U.S. Bureau of Land Management ☐ Other Federal Agency
- ☐ Federally or State Recognized Native American Tribe ☐ Educational Institution
- ☐ Nonprofit Organization - 501(c)(3) status only ☐ State Agency
- ☐ District ☐ Certified Community Conservation Corps

**2. Project Information**

- a. Project Name General Application Requirements
- b. Is implementing agency same as Agency ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Amount of Funds Requested Project Cost

**Project Request(s) Summary**

#	Project Type	Project Title	Grant Request	Match	Total Project Cost
1	G17-03-53-L01	Law Enforcement - Shasta County Sheriff's Office	11,445	3,817	15,262
2	G17-03-53-S01	Education & Safety	11,445	3,869	15,314
3		TOTAL	22,890	7,686	30,576



**3. Contact**

a. Authorized Representative

Name	Rob Sandbloom				
Title	Program Administrator				
Mailing Address	300 Park Marina Circle				
City	Redding	State	CA	Zip	96001
Telephone	(530) 245-6075			Fax	
E-mail Address	rsandbloom@co.shasta.ca.us				

b. Project Administrator

Name	Tennille Doerschel				
Title	Program Administrator				
Mailing Address	300 Park Marina Circle				
City	Redding	State	CA	Zip	96001
Telephone	(530) 225-5210			Fax	
E-mail Address	tldoerschel@co.shasta.ca.us				

**A. Location Map**

Attachment Title	Attachment
Shasta County Location Map 2017/2018	<a href="#">19469_0_LocationMap_2017-2018.docm</a>

A.   **Equipment Inventory**

Has your agency purchased any Equipment with OHV Trust Funds within the last five (5) years?    ☐ Yes    ☒ No

					Vehicle Identification Number (VIN) or Serial Number	Project Agreement Number
#	Item Description	Make	Model	Model Year		

### PART 1 - DETERMINE THE NEED FOR FULL HABITAT MANAGEMENT PROGRAM (HMP)

**All Applicants submitting Projects involving Ground Disturbing Activities are subject to HMP requirements. The HMP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.**

**Applicants able to certify that none of the proposed activities listed in the Application in areas open to legal OHV Recreation contain any risk factors to special-status species and/or sensitive habitats shall submit only HMP Part 1. Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation do not contain any risk factors to special-status species and/or sensitive habitats shall submit HMP Parts 1 and 2.**

1. Do any of your proposed projects involve Ground Disturbing Activities? (If you checked ☐ Yes ☒ No YES, complete #2. If you checked NO, stop here.)
2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities in areas open to legal OHV Recreation contain any risk factors to special-status species and/or sensitive habitats? (If you checked YES, stop here. If you checked NO, continue (complete HMP PART 2.)) ☐ Yes ☒ No

### PART 2 - HABITAT MANAGEMENT PROGRAM (HMP)

Attachment Title	Attachment

### PART 2 - HABITAT MANAGEMENT PROGRAM (HMP) - Additional attachments (large size)

- i. Attachment 1
- ii. Attachment 2
- iii. Attachment 3
- iv. Attachment 4
- v. Attachment 5

**PART 1 - DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN (SCP)**

**All Applicants submitting Projects involving Ground Disturbing Activities shall submit a Soil Conservation Plan (SCP) that achieves the Soil Conservation Standard with regard to the proposed Project(s). The SCP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.**

Applicants able to certify that none of the proposed activities listed in the Application in areas open to legal OHV Recreation have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability, shall submit SCP Part 1.

Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability shall submit SCP Parts 1 and 2.

Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities in areas open to legal OHV Recreation have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? (If you checked YES, you are done with the SCP)

☒ Yes    ☐ No

**PART 2 - SOIL CONSERVATION PLAN**

Attachment Title	Attachment

**PART 2 - SOIL CONSERVATION PLAN - Additional attachments (large size)**

- i. Attachment 1
- ii. Attachment 2
- iii. Attachment 3
- iv. Attachment 4
- v. Attachment 5

**A. Public Notification Efforts**

(Check all that apply)

- ☐ Notice to interested person(s) (Enter date in mm/dd/yyyy format)
- ☐ Published on Applicant's website (Enter date in mm/dd/yyyy format)
- ☐ Published in local newspaper
- ☒ News release issued
- ☐ Public meeting(s)/hearing(s) held

**B. Public Comments**

As a volunteer member of Shasta County Sheriff's Search and Rescue Snowmobile Team I strongly support this proposal. Our team responds to victims lost and/or stranded in remote winter areas. Often we operate in areas of potential avalanche threat in some areas of Shasta County as well as occasional mutual aid incidents in the north state. Quality personal protection equipment is paramount to our members safety. Avalanche beacons, probes, shovels and hi-visibility winter safety jackets will greatly improve our team's ability to respond to often dangerous winter condition incidents. Other SAR teams benefiting are Mountain Rescue, Ground Search, and Motorized (UTV/ATV/Jeep Patrol) who may also respond to search and/or assist in victim recovery as well as responding deputies. Thank you for your consideration in this grant proposal Ron Keown

**C. Application Development as a result of Public Comments**

- a. Were changes made to the Application as a result of public comments? ☒ Yes ☐ No
- b. Describe how public comments affected the Application  
All public comments were in favor of this project. The division advised that this project be moved from a LE project to a Safety/Education project.

## 1. Applicant Certifications

### A. General Conditions

- A. ☒ The Applicant hereby certifies, under the penalty of perjury, compliance with the following terms and conditions:
1. If the Project involves a Ground Disturbing Activity, the Applicant agrees to monitor the condition of soils and wildlife in the Project Area each year in order to determine whether the soil conservation standard adopted pursuant to Public Resource Code (PRC), Section 5090.35 and the HMP prepared pursuant to Section 5090.53(a) are being met.
  2. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the soil conservation standard adopted pursuant to PRC Section 5090.35 is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion, to repair and prevent accelerated erosion, until the same soil conservation standard adopted pursuant to PRC Section 5090.35 is met.
  3. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the HMP prepared pursuant to PRC Section 5090.53(a) is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion until the same HMP prepared pursuant to PRC Section 5090.53(a) is met.
  4. The Applicant agrees to enforce the registration of off-highway motor vehicles and the other provisions of Division 16.5 (commencing with Section 38000) of the Vehicle Code and to enforce the other applicable laws regarding the operation of off-highway motor vehicles.
  5. The Applicant agrees to cooperate with appropriate law enforcement entities to provide proper law enforcement at and around the Facility.
  6. The Applicant's Project is in accordance with local or federal plans and the strategic plan for OHV Recreation prepared by the OHMVR Division.

### B. Programmatic Conditions

B. **The Applicant must describe the following programmatic conditions:**

1. Identify the potential for the facility to reduce illegal and unauthorized OHV Recreation activities in the surrounding areas:  
  
The Shasta County Sheriff's Office is working to increase presence on the ground through public contacts, increased patrols, regulation enforcement, search and rescue efforts, public awareness, volunteer recruitment and support which will help in the reduction of illegal and unauthorized OHV activities in the surrounding areas. This application will allow increased presence for public assistance, search and rescue needs, and public information. Equipment and Personal Protective equipment purchased through this grant will allow the Shasta County Sheriff's office to support volunteers who will help with volunteer patrols, SAR and public information.
2. Describe how the Applicant is meeting the operations and maintenance needs of any existing OHV Recreation Facility under its jurisdiction:  
  
Shasta County Sheriff's Office provides patrol, public contacts and SAR support within the Lassen and Shasta-Trinity National Forests, Lassen National Park and Whiskeytown National Recreation Area. The OHV/ OSV recreation facilities managed by these land owners will benefit by the increased presence of county law enforcement officers. This increase presence will discourage illegal OHV use and decrease damage to existing OHV facilities.

### C. Fee Collection

Describe how fees collected pursuant to Section 38230 of the Vehicle Code (in-lieu funds) are utilized and whether the fees complement the Applicant's proposed Project:

The fees collected pursuant to Section 38230 of the Vehicle Code are utilized in Shasta County through the Department of Public Works for off road activities such as clearing trees that have fallen or may fall, clearing ditches that have obstructions and other right of way activities. The fees do not complement the proposed project.

#### D. Compliance with PRC 5090.50(b)(1)(C)

Projects within the O&M category that affect lands identified as inventoried roadless areas by the U.S. Forest Service, are compliant with PRC 5090.50(b)(1)(C). ☒ Yes ☐ No

## 2. Governing Body Resolution

Attachment Title	Attachment



**1. Written Permission with Land Manager**

Attachment Title	Attachment
Shasta County Public Land Ownership Map	<a href="#">19367_0_Shasta County Area Map.docx</a>

**2. Verification of Nonprofit 501(c)(3) Status**

Attachment Title	Attachment

**3. Nonprofit's IRS Form 990 or equivalent**

Attachment Title	Attachment

**A. Statement of Activity or Product**

This is the first year the Shasta County Sheriff's Office, SCSO has pursued funding from the Off-Highway Motor Vehicle Division. This grant proposal is seeking funds for personal protective safety equipment that will be issued to our motorized volunteers and staff during search and rescue and patrol activities.

The Shasta County Sheriff's Office covers 2,462,080 acres. A large portion of the land is managed by public land managers, the Lassen National Forest, Shasta-Trinity National Forest, Lassen National Park, Whiskeytown National Park, Bureau of Land Management, and Latour Demonstration State Forest. The lands managed by the U.S. Forest Service, BLM and Latour State Forest receive visitors and off road enthusiasts year around seeking motorized recreation, hunting, camping and fishing opportunities. Due to the proximity to Redding, the Sheriff's Office has seen an increase in the amount of winter users who come to the area and attempt snow travel on hardened icy roads. These users often become stuck either in their vehicles or ATVs when the snow softens, generating increased search and rescue calls.

The Sheriff's Office focus' on public safety, protection of the environment and trespass on private or state property. User conflict can definitely become an issue when multiple user groups attempt to engage in their preferred activity. The Ashpan Snow Park located on the Lassen NF receives snowmobiler's and other off road enthusiasts all year. BLMs, Chappie-Shasta OHV area also receives ATV, motorcycle and UTV riders seeking adventure year round. Due to the remoteness of these locations it is often difficult, if not impossible, for regular patrol deputies to patrol these areas let alone provide public assistance to injured or missing visitors. Often times the Shasta County Sheriff's Department relies on volunteers. These OHV volunteers are made up of Snowmobiler's, motorcyclists, ATV/UTV users and 4x4 jeep clubs. These trained volunteers assist with Search and Rescue, public information and patrols year round. Winter temperatures can be below freezing while summer temperatures are often in the triple digits.

The Shasta County Sheriff's Office has established multi-year cooperative agreements with the Lassen and Shasta-Trinity National Forests. They respond to search and rescue calls involving lost or injured hunters, children, injured snowmobiler's, property damage, public confrontations, etc. Often times these calls are during winter months when snowmobile, motorcycle, atv or foot is the only means of access. The Shasta County Sheriff's Office provides mutual aid support to other counties as well.

It is essential for staff and volunteers to be equipped with personal protective gear and safety equipment. The Shasta County Sheriff's Office has provided training to their volunteers and staff which includes; avalanche awareness and rescue, avalanche beacon use, first aid, and navigation using UTM grid coordinates and maps. Members are first aid certified with some being first responders or EMTs. With these funds, we plan on purchasing safety equipment and supplies in order to be more effective in our responses to emergencies and for the personal safety of our volunteers.

**B. Relation of Proposed Project to OHV Recreation**

The Shasta County Sheriff's Department provides resources necessary to perform Search and Rescue aid. Relying on a large volunteer organization, we require financial assistance in order to provide the equipment and training necessary for us to complete our mission. This project will increase the availability of our services in the OSV/OHV recreation areas by increasing our responsiveness to Search and Rescue activations and our ability to assist the Shasta County Law Enforcement, Forest Service and other local law enforcement agencies as requested. We will be better able to provide support, assistance, medical aid to OHV/OSV riders that have encountered mechanical difficulties, run out fuel, lost, injured or require anyother type of support. Our primary areas of coverage are the OSV/OHV recreational trails throughout Shasta County on the Lassen and Shasta-Trinity National Forests although we do provide mutual aid to other counties when requested. As requested by the California Office of Emergency Management (CAL OES), we also provide Search and Rescue resources to other California agencies. Many of our training exercises place us

in areas or near areas favored by OSV/OHV recreationalists.

These funds will enable us to purchase much needed safety equipment and high visibility jackets which will keep volunteers safe and warm while they engage in Search and Rescue operations. Search and Rescue missions require a wide variety of specialized equipment in addition to professionally trained personnel.

### C. Identification of Needs

Shasta County is located in northern California divided by Interstate 5, Redding being the largest full service community. The use of OSV/OHV areas will continue to increase in the future. With the close proximity of Public Lands in any direction more local residents are taking advantage of outdoor activities including OSV/OHV use.

Currently, we rely on equipment volunteers have purchased with personal funds and some items are in need of replacement. PPEs and equipment will be issued to volunteers on an annual basis and maintained by the Sheriff's Office. The needed PPEs and equipment will assist us in safely conducting our SAR missions. OSV personal protective equipment will protect OSV volunteers from severe weather while on search and rescue missions during winter months. Wind chill is highly increased due to OSV operation. This equipment will also be used by other OHV (jeep club, motorcycle and ground teams) SAR teams during spring and fall when adverse weather conditions are still present. All purchased gear will be highly visible. Training on proper use of avalanche beacons will be provided annually with practice classes throughout the season.

This project will allow Shasta County Sheriff's Office to outfit volunteers with state of the art avalanche beacons and avalanche equipment allowing for safe and expedited search efforts for those who may have the misfortune of being trapped in an avalanche. The quick efficeint response will provide life saving access to injured or lost OSV operators. It is not uncommon for victims to be located in remote areas so it is imparative that responders have the necessary tools to act quickly.

### D. Location of Training Services

The geographic area served by the Shasta County Sheriff's Office Search and Rescue is primarily the entire county of Shasta. As requested, SAR teams will provide mutual aid to other counties. Training locations vary. Some training is conducted in a classroom environment prior to field practice. Classroom classes have been held at the OES Office in Redding California followed by field practice.

Field practice locations include:

1. Lassen National Forest at Ashpan Snowpark and surrounding area. Avalanche beacon use and grid search practice.
2. Shasta-Trinity National Forest at Mt. Shasta. Avalanche beacon use and grid search practice.
3. BLM land map and compass practice using UTM navigation.

### E. OHV Safety, Environmental Responsibility, and Respect Private Property

### F. District and County Information

#### A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL ([http://www.legislature.ca.gov/legislators\\_and\\_districts/districts/districts.html](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Senate district(s).

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| <input checked="" type="checkbox"/> State Senate 01 | <input type="checkbox"/> State Senate 02 | <input type="checkbox"/> State Senate 03 | <input type="checkbox"/> State Senate 04 | <input type="checkbox"/> State Senate 05 |
| <input type="checkbox"/> State Senate 06            | <input type="checkbox"/> State Senate 07 | <input type="checkbox"/> State Senate 08 | <input type="checkbox"/> State Senate 09 | <input type="checkbox"/> State Senate 10 |
| <input type="checkbox"/> State Senate 11            | <input type="checkbox"/> State Senate 12 | <input type="checkbox"/> State Senate 13 | <input type="checkbox"/> State Senate 14 | <input type="checkbox"/> State Senate 15 |
| <input type="checkbox"/> State Senate 16            | <input type="checkbox"/> State Senate 17 | <input type="checkbox"/> State Senate 18 | <input type="checkbox"/> State Senate 19 | <input type="checkbox"/> State Senate 20 |

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| <input type="checkbox"/> State Senate 31 | <input type="checkbox"/> State Senate 32 | <input type="checkbox"/> State Senate 33 | <input type="checkbox"/> State Senate 34 | <input type="checkbox"/> State Senate 35 |
| <input type="checkbox"/> State Senate 36 | <input type="checkbox"/> State Senate 37 | <input type="checkbox"/> State Senate 38 | <input type="checkbox"/> State Senate 39 | <input type="checkbox"/> State Senate 40 |

### B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL ([http://www.legislature.ca.gov/legislators\\_and\\_districts/districts/districts.html](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Assembly district(s).

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| <input type="checkbox"/> State Assembly 76            | <input type="checkbox"/> State Assembly 77 | <input type="checkbox"/> State Assembly 78 | <input type="checkbox"/> State Assembly 79 | <input type="checkbox"/> State Assembly 80 |

### C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

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| <input checked="" type="checkbox"/> Congressional District 1 | <input type="checkbox"/> Congressional District 2  | <input type="checkbox"/> Congressional District 3  | <input type="checkbox"/> Congressional District 4  |
| <input type="checkbox"/> Congressional District 5            | <input type="checkbox"/> Congressional District 6  | <input type="checkbox"/> Congressional District 7  | <input type="checkbox"/> Congressional District 8  |
| <input type="checkbox"/> Congressional District 9            | <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12 |
| <input type="checkbox"/> Congressional District 13           | <input type="checkbox"/> Congressional District 14 | <input type="checkbox"/> Congressional District 15 | <input type="checkbox"/> Congressional District 16 |
| <input type="checkbox"/> Congressional District              | <input type="checkbox"/> Congressional District    | <input type="checkbox"/> Congressional District    | <input type="checkbox"/> Congressional District    |

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| <input type="checkbox"/> Congressional District 53       |  |  |  |

**D. County**

Select one or more of the California Counties where the proposed project activities will occur.

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|---------------------------------------|--|--|--|-------------------------------------|---|
| <input type="checkbox"/> Alameda      | <input type="checkbox"/> Alpine        | <input type="checkbox"/> Amador            | <input type="checkbox"/> Butte           | <input type="checkbox"/> Calaveras  | <input type="checkbox"/> Colusa         |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte     | <input type="checkbox"/> El Dorado         | <input type="checkbox"/> Fresno          | <input type="checkbox"/> Glenn      | <input type="checkbox"/> Humboldt       |
| <input type="checkbox"/> Imperial     | <input type="checkbox"/> Inyo          | <input type="checkbox"/> Kern              | <input type="checkbox"/> Kings           | <input type="checkbox"/> Lake       | <input type="checkbox"/> Lassen         |
| <input type="checkbox"/> Los Angeles  | <input type="checkbox"/> Madera        | <input type="checkbox"/> Marin             | <input type="checkbox"/> Mariposa        | <input type="checkbox"/> Mendocino  | <input type="checkbox"/> Merced         |
| <input type="checkbox"/> Modoc        | <input type="checkbox"/> Mono          | <input type="checkbox"/> Monterey          | <input type="checkbox"/> Napa            | <input type="checkbox"/> Nevada     | <input type="checkbox"/> Orange         |
| <input type="checkbox"/> Placer       | <input type="checkbox"/> Plumas        | <input type="checkbox"/> Riverside         | <input type="checkbox"/> Sacramento      | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino |
| <input type="checkbox"/> San Diego    | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin       | <input type="checkbox"/> San Luis Obispo | <input type="checkbox"/> San Mateo  | <input type="checkbox"/> Santa Barbara  |
| <input type="checkbox"/> Santa Clara  | <input type="checkbox"/> Santa Cruz    | <input checked="" type="checkbox"/> Shasta | <input type="checkbox"/> Sierra          | <input type="checkbox"/> Siskiyou   | <input type="checkbox"/> Solano         |
| <input type="checkbox"/> Sonoma       | <input type="checkbox"/> Stanislaus    | <input type="checkbox"/> Sutter            | <input type="checkbox"/> Tehama          | <input type="checkbox"/> Trinity    | <input type="checkbox"/> Tulare         |
| <input type="checkbox"/> Tuolumne     | <input type="checkbox"/> Ventura       | <input type="checkbox"/> Yolo              | <input type="checkbox"/> Yuba            |                                     |   |

**1    Optional Project-Specific Application Documents**

Attachment Title	Attachment

**2    Optional Project-specific Maps**

Attachment Title	Attachment

Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018  
Agency: County of Shasta  
Application: Education & Safety

4/25/2018

<b>APPLICANT NAME :</b>	County of Shasta		
<b>PROJECT TITLE :</b>	Education & Safety	<b>PROJECT NUMBER (Division use only) :</b>	G17-03-53-S01
<b>PROJECT TYPE :</b>	<div style="display: flex; flex-wrap: wrap; padding: 5px;"> <div style="width: 50%;"><input type="checkbox"/> Law Enforcement</div> <div style="width: 50%;"><input type="checkbox"/> Restoration</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Education &amp; Safety</div> <div style="width: 50%;"><input type="checkbox"/> Acquisition</div> <div style="width: 50%;"><input type="checkbox"/> Development</div> <div style="width: 50%;"><input type="checkbox"/> Ground Operations</div> <div style="width: 50%;"><input type="checkbox"/> Planning</div> </div>		
<b>PROJECT DESCRIPTION :</b>	<p>This is the first year the Shasta County Sheriff's Office, SCSO has pursued funding from the Off-Highway Motor Vehicle Division. This grant proposal is seeking funds for personal protective safety equipment that will be issued to our motorized volunteers and staff during search and rescue and patrol activities.</p> <p>The Shasta County Sheriff's Office covers 2,462,080 acres. A large portion of the land is managed by public land managers, the Lassen National Forest, Shasta-Trinity National Forest, Lassen National Park, Whiskeytown National Park, Bureau of Land Management, and Latour Demonstration State Forest. The lands managed by the U.S. Forest Service, BLM and Latour State Forest receive visitors and off road enthusiasts year around seeking motorized recreation, hunting, camping and fishing opportunities. Due to the proximity to Redding, the Sheriff's Office has seen an increase in the amount of winter users who come to the area and attempt snow travel on hardened icy roads. These users often become stuck either in their vehicles or ATVs when the snow softens, generating increased search and rescue calls.</p> <p>The Sheriff's Office focus' on public safety, protection of the environment and trespass on private or state property. User conflict can definitely become an issue when multiple user groups attempt to engage in their preferred activity. The Ashpan Snow Park located on the Lassen NF receives snowmobiler's and other off road enthusiasts all year. BLMs, Chappie-Shasta OHV area also receives ATV, motorcycle and UTV riders seeking adventure year round. Due to the remoteness of these locations it is often difficult, if not impossible, for regular patrol deputies to patrol these areas let alone provide public assistance to injured or missing visitors. Often times the Shasta County Sheriff's Department relies on volunteers. These OHV volunteers are made up of Snowmobiler's, motorcyclists, ATV/UTV users and 4x4 jeep clubs. These trained volunteers assist with Search and Rescue, public information and patrols year round. Winter temperatures can be below freezing while summer temperatures are often in the triple digits.</p> <p>The Shasta County Sheriff's Office has established multi-year cooperative agreements with the Lassen and Shasta-Trinity National Forests. They respond to search and rescue calls involving lost or injured hunters, children, injured snowmobiler's, property damage, public confrontations, etc. Often times these calls are during winter months when snowmobile, motorcycle, atv or foot is the only means of access. The Shasta County Sheriff's Office provides mutual aid support to other counties as well.</p> <p>It is essential for staff and volunteers to be equipped with personal protective gear and safety equipment. The Shasta County Sheriff's Office has provided training to their volunteers and staff which includes; avalanche awareness and rescue, avalanche beacon use, first aid, and navigation using UTM grid coordinates and maps. Members are first aid certified with some being first responders or EMTs. With these funds, we plan on purchasing safety</p>		

Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018  
Agency: County of Shasta  
Application: Education & Safety

4/25/2018

	equipment and supplies in order to be more effective in our responses to emergencies and for the personal safety of our volunteers.
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	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	1. Staff-Captain Notes : Captain will oversee and coordinate search and rescue missions with volunteers.	45.0000	49.560	HRS	0.00	2,230.00	2,230.00
	2. Staff-Sargent Notes : Sargent will coordinate with search and rescue volunteers various trainings; avalanche, working around aircraft, snowmobile, tractor, map and compass, outdoor skills, etc. The training will be provided to volunteers and SO staff.	40.0000	40.980	HRS	0.00	1,639.00	1,639.00
<b>Total for Staff</b>					0.00	3,869.00	3,869.00
<b>2</b>	<b>Contracts</b>						
<b>3</b>	<b>Materials / Supplies</b>						
	1. Materials / Supplies-Personal Protective Equipment Notes : Safety equipment - avalanche beacon, avalanche probe, avalanche shovel. Used for avalanche search and rescue missions and training. This equipment will be issued to volunteers from the snowmobile SAR teams, ground teams, 4x4 teams, motorcycle teams and SO staff who will be engaged in avalanche search activities.	15.0000	221.000	PKG	3,315.00	0.00	3,315.00
	2. Materials / Supplies-Personal Protective Equipment	15.0000	542.000	PKG	8,130.00	0.00	8,130.00



Project Cost Estimate for Grants and Cooperative Agreements Program - 2017/2018  
Agency: County of Shasta  
Application: Education & Safety

4/25/2018

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Notes : High visibility personal protective gear issued to volunteers and Sheriff's deputies involved in winter or cold season search missions. These jackets are not uniform components but are warm highly visible so teams can effectively do their job. The high visibility material will help fellow team members see each other. It may also help those who are lost with potential visibility of searchers.						
<b>Total for Materials / Supplies</b>					11,445.00	0.00	11,445.00
4	<b>Equipment Use Expenses</b>						
5	<b>Equipment Purchases</b>						
6	<b>Others</b>						
<b>Total Program Expenses</b>					11,445.00	3,869.00	15,314.00
<b>TOTAL DIRECT EXPENSES</b>					11,445.00	3,869.00	15,314.00
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
1	<b>Indirect Costs</b>						
<b>Total Indirect Costs</b>					0.00	0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>					0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>					<b>11,445.00</b>	<b>3,869.00</b>	<b>15,314.00</b>

Project Cost Summary for Grants and Cooperative Agreements Program - 2017/2018  
Agency: County of Shasta  
Application: Education & Safety

4/25/2018

	Category	Grant Req.	Match	Total	Narrative
<b>DIRECT EXPENSES</b>					
<b>Program Expenses</b>					
1	Staff	0.00	3,869.00	3,869.00	
2	Contracts	0.00	0.00	0.00	
3	Materials / Supplies	11,445.00	0.00	11,445.00	
4	Equipment Use Expenses	0.00	0.00	0.00	
5	Equipment Purchases	0.00	0.00	0.00	
6	Others	0.00	0.00	0.00	
<b>Total Program Expenses</b>		11,445.00	3,869.00	15,314.00	
<b>TOTAL DIRECT EXPENSES</b>		11,445.00	3,869.00	15,314.00	
<b>INDIRECT EXPENSES</b>					
<b>Indirect Costs</b>					
1	Indirect Costs	0.00	0.00	0.00	
<b>Total Indirect Costs</b>		0.00	0.00	0.00	
<b>TOTAL INDIRECT EXPENSES</b>		0.00	0.00	0.00	
<b>TOTAL EXPENDITURES</b>		<b>11,445.00</b>	<b>3,869.00</b>	<b>15,314.00</b>	

**ITEM 1 and ITEM 2**

**ITEM 1**

- a. ITEM 1 - Has a CEQA Notice of Determination (NOD) been filed for the Project? ☐ Yes ☒ No

**ITEM 2**

- b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ☐ Yes ☒ No

**ITEM 3 - Project under CEQA Guidelines Section 15378**

- c. ITEM 3 - Are the proposed activities a "Project" under CEQA Guidelines Section 15378? ☐ Yes ☒ No
- d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. ☒ Yes ☐ No

- e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and are thus not a "Project" under CEQA. DO NOT complete ITEMS 4 – 10.

The proposed activities are solely search and rescue activities. Those conducting the searches or rescues would be looking for individuals in need of assistance and would not cause any physical change in the environment. The purpose of the safety equipment is not for a project but to be used in a search and rescue capacity.

**ITEM 4 - Impact of this Project on wetlands, navigable waters, and sensitive habitats and species (including threatened and endangered species):**

**ITEM 5 - Cumulative Impacts of this Project**

**ITEM 6 - Soil Impacts**

**ITEM 7 - Damage to Scenic Resources**

**ITEM 8 - Hazardous Materials**

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ☐ Yes ☒ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

**ITEM 9 - Potential for Adverse Impacts to Historical or Cultural Resources**

Would the proposed Project have potential for any substantial adverse impacts to historical or cultural resources? ☐ Yes ☒ No

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources:

**ITEM 10 - Indirect Significant Impacts**

**CEQA/NEPA Attachment**

Attachment Title	Attachment

**1. Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)**

The Applicant is applying for the following type of Project: (Check the one most appropriate)

- ☐ Education – Applicants shall only respond to items 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11.
- ☒ Safety – Applicants shall only respond to items 1, 2, 4, 5, 6, 12, 13, 14, and 15.

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is: 0

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.)

- ☐ 76% or more (10 points)
- ☐ 51% - 75% (5 points)
- ☐ 26% - 50% (3 points)
- ☒ 25% (Match minimum) (No points)

**2. Project Performance - Q 2.**

2. For Applicant's OHV grant Projects which reached the end of the Project performance period within the last two years, the percentage of all Projects closed out in accordance with Program regulations: 4

(Check the one most appropriate)

- ☐ 100% of Projects closed out (10 points)
- ☐ 75% to 99% of Projects closed out (5 points)
- ☐ Less than 75% of Projects closed out (No points)
- ☒ First time Applicants, Applicants with active Project(s) which have not reached the end of the Project performance period, and past Applicants with no active Projects within the last two years (4 points)

List all Projects that have reached the end of the performance period in the last two years:

The Shasta County Sheriff's Office has not received OHV funds in the past and therefore have no previous projects.

**3. Previous Year's Performance - Q 3. (FOR DIVISION USE ONLY)**

3. In the previous year the Applicant has been responsive and communicated effectively with the assigned OHMVR Grant Administrator by phone, email or personal visit.

(FOR DIVISION USE ONLY) (Check the one most appropriate)

- ☐ In the previous year the Applicant has been responsive and communicated effectively with their assigned OHMVR Grant Administrator by phone, email or personal visit (3 points)
- ☐ First time Applicants and past Applicants with no active Grant Projects within the last two years (2 points)
- ☐ In the previous year the Applicant has not been responsive (No points)

**4. Utilization of Partnerships - Q 4.**

4. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of groups or organizations that will actively participate in the Project. Partners cannot include any unit of the OHMVR Division, subcontractors, or any participants being paid by this OHV Grant or Cooperative Agreement. 4

(Check the one most appropriate)

- ☒ 4 or more (4 points)
- ☐ 2 to 3 (2 points)
- ☐ 1 (1 point)

☐ None (No points)

List each partner organization(s) separately and provide a detailed explanation for how each partner(s) will participate in the Project:

Shasta County Sheriff's Office Volunteers:

Redding SnoRiders Volunteers - On the ground snowmobile search efforts

Jeep Volunteers - On the ground snowmobile search efforts

Dirt Riders Volunteers - On the ground snowmobile search efforts

Ground Pounders Volunteers - On the ground snowmobile search efforts

Horse Volunteers - On the ground snowmobile search efforts

#### 5. Types of OHV Recreation - Q 5.

5. The Project addresses the following types of OHV Recreation: 5

(Check all that apply) - Scoring: 1 point each, up to a maximum of 6 points

☒ ATV

☒ 4X4

☒ Motorcycle

☒ Recreation Utility Vehicle (RUV)/Side-by-Side

☒ Snowmobile

☐ Dune buggy, rail

#### 6. Public Input Prior to the Preliminary Application - Q 6.

6. The Project was developed with public input prior to the preliminary Application filing deadline. Identify date(s) of meetings and participants. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application. Public input employed the following:

(Check all that apply)

☐ The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)

☐ The Applicant had meeting(s) with multiple distinct stakeholders (1 point)

Provide a detailed explanation for each statement that was checked:

#### 7. Incorporates Elements - Q 7. (Education Project ONLY)

7. The Project incorporates the following, clearly identifiable and/or measurable, elements:

(Check all that apply)

☐ Process of researching issues and audience (2 points)

☐ Objectives (2 points)

☐ Testing process to ensure actions are effective (2 points)

☐ Plan to implement the Project (2 points)

☐ Evaluation and feedback of the process (2 points)

Provide a detailed explanation for each statement that was checked:

#### 8. Methods of Education - Q 8. (Education Project ONLY)

8. The Project will utilize the following methods of education:

(Check all that apply) - Scoring: 2 points each, up to a maximum of 14 points

☐ Hands on learning

☐ Social media

☐ Formal class setting

☐ Outreach booths/Exhibits

- |  |  |
|--|--|
| <input type="checkbox"/> Printed media (brochures, panels, etc.) | <input type="checkbox"/> CDs/DVDs                          |
| <input type="checkbox"/> Internet classes                        | <input type="checkbox"/> Interpretive talks, rides, events |
| <input type="checkbox"/> Advertising (of message, not classes)   | <input type="checkbox"/> Audio/video programs              |
| <input type="checkbox"/> Self-guided trails                      | <input type="checkbox"/> Other (specify)                   |

Provide a detailed explanation for each statement that was checked:

**9. Number of Times Exposed to Message - Q 9. (Education Project ONLY)**

9. Total number of times individuals are exposed to the message through educational methods identified in Question 8:

(Check the one most appropriate)

- ☐ Greater than 10,000 (4 points)  
☐ 1,000 to 10,000 (3 points)  
☐ 100 to 1,000 (2 points)  
☐ 20 to 100 (1 point)  
☐ 0 to 20 (No points)

Provide a detailed explanation for the quantity checked:

**10. Average Time Exposed to Message - Q 10. (Education Project ONLY)**

10. Average time a participant will have exposure to the Project's message or training through educational methods identified in Question 8:

(Check the one item of highest point value that applies)

- ☐ Greater than 2 hours (4 points)  
☐ 1 hour to 2 hours (3 points)  
☐ 5 minutes to less than 1 hour (2 points)  
☐ 1 minute to less than 5 minutes (A Project for maps will fall under this category) (1 point)  
☐ Less than 1 minute (No points)

Provide a detailed explanation for the checked statement:

**11. Project Provides ASI / MSF Training - Q 11. (Education Project ONLY)**

11. The Project provides direct support for delivery of ATV Safety Institute and/or Motorcycle Safety Foundation training to the public:

(Check the one most appropriate)

- ☐ No (No points)  
☐ Yes (2 points)

Provide a detailed explanation for the 'Yes' response:

**12. Level of Personnel Trained / Search and Rescue Staff - Q 12. & 13. (Safety Project ONLY)**

12. The majority of personnel utilized in the Project are trained to the following level:

1

(Check the one most appropriate)

- ☐ Emergency Medical Technician level, or higher (5 points)

- ☐ First Responder level (2 points)
- ☒ First Aid and CPR (1 point)
- ☐ No training (No points)

13. The Project involves search and rescue staff that is: 4

(Check the one most appropriate)

- ☐ All volunteer (5 points)
- ☒ A majority of volunteers with some paid staff (4 points)
- ☐ Paid staff working regular hours (non-overtime) (2 points)
- ☐ Paid staff working overtime shifts (No points)

**14. Types of Training Personnel Possess - Q 14. (Safety Project ONLY)**

14. The Project will have the majority of personnel trained in the following areas: 16

(Check all that apply) - Scoring: 2 points each, up to a maximum of 16 points

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Radio communication          | <input type="checkbox"/> Tracking skills                         |
| <input checked="" type="checkbox"/> Avalanche rescue             | <input checked="" type="checkbox"/> Navigation training          |
| <input type="checkbox"/> Swift water rescue                      | <input checked="" type="checkbox"/> ATV certification            |
| <input type="checkbox"/> Dog handling                            | <input checked="" type="checkbox"/> Motorcycle certification     |
| <input type="checkbox"/> Rope skills                             | <input checked="" type="checkbox"/> 4 x 4/Off-Road training      |
| <input checked="" type="checkbox"/> Wilderness search and rescue | <input checked="" type="checkbox"/> Other (Specify) [snowmobile] |

**15. Experience Performing OHV Search and Rescue - Q 15. (Safety Project ONLY)**

15. The Applicant has documented experience performing OHV search and rescue operations and providing medical aid to OHV operators. In the prior calendar year the Applicant has performed and documented: 3

(Check the one most appropriate)

- ☐ 50 Medicals or search and rescue missions in support of OHV Recreation (8 points)
- ☐ 30 Medicals or search and rescue missions in support of OHV Recreation (5 points)
- ☒ 10 Medicals or search and rescue missions in support of OHV Recreation (3 points)
- ☐ 0 Medicals or search and rescue missions in support of OHV Recreation (No points)

Provide a detailed explanation for the checked statement:

Shasta County Volunteer SAR has been asked to assist on calls involving lost snowmobilers, 4x4 individuals who have gotten stuck, as well as individuals (hunters) on foot.



**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** May 1, 2018

**CATEGORY:** Consent - Public Works-8.

**SUBJECT:**

Front Street – Award Construction Contract

**DEPARTMENT:** Public Works

**Supervisory District No. :** 5

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

<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, Darren Taylor Construction, Inc., on a unit cost basis, the contract for “Front Street (1H02A) Rehabilitation Project,” Contract No. 704009, in the amount of \$275,132.10.

**SUMMARY**

Darren Taylor Construction, Inc. is the low bidder on the Front Street Rehabilitation project in Cottonwood.

**DISCUSSION**

Front Street is a very wide two-lane road. A project is proposed to selectively grind out and replace pavement. An asphaltic emulsion (slurry) will be applied across the entire roadway. Incidental pedestrian improvements are proposed. On March 27, 2018, the Board started the bidding process. On April 19, 2018, five bids were received. Staff recommends that the Board award to the lowest responsive bidder.

**ALTERNATIVES**

The Board may decline to proceed with this project at this time. Pavement deterioration will continue.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The total cost of the project is estimated to be \$303,000. Adequate funds have been included in the Adopted FY 2017/18 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	4/19/2018	Bid Summary Detail

## BID OPENING DATE: April 19, 2018

PROJECT:  
CONTRACT NO.:

Front Street (1H02A) Rehabilitation  
704009

Page 1 of 1

FEDERAL NO.:

PREPARED BY: Ron Fox DATE: 4-19-18

ENGINEER'S ESTM.

CHECKED BY: Wahid Khan DATE: 9-19-18

SHASTA COUNTY  
PUBLIC WORKS DEPT.

[illegible]

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE-----&gt;

**LOWEST RESPONSIVE BIDDER**

**Darren Taylor Construction, Inc. 5750  
Pleasant View Drive Anderson, CA  
96007 (530) 378-2211**

UNIT PRICE	TOTAL
\$ 100.00	\$ 3,400.00
\$ 125.00	\$ 2,375.00
\$ 314.64	\$ 122,709.60
\$ 3.75	\$ 76,500.00
\$ 425.00	\$ 5,950.00
\$ 4.50	\$ 4,950.00
\$ 1,000.00	\$ 1,200.00
\$ 60.00	\$ 6,600.00
\$ 900.00	\$ 4,500.00
\$ 900.00	\$ 7,200.00
\$ 7.75	\$ 1,627.50
\$ 500.00	\$ 500.00
\$ 5.75	\$ 18,400.00
\$ 1.40	\$ 10,220.00
\$ 3.00	\$ 9,000.00
	\$ 275,132.10

2nd BIDDER

SnL Group, Inc. 9818 Holton Way  
Redding, CA 96003 (530) 222-5048

[illegible]

3rd BIDDER

Morgan Creek Construction 20501  
Chipeta Way Redding, CA 96003 (530)  
275-5534

UNIT PRICE	TOTAL
\$ 883.00	\$ 30,022.00
\$ 790.00	\$ 15,010.00
\$ 282.00	\$ 109,980.00
\$ 3.30	\$ 67,320.00
\$ 400.00	\$ 5,600.00
\$ 1.00	\$ 1,100.00
\$ 1,300.00	\$ 1,560.00
\$ 78.00	\$ 8,580.00
\$ 1,300.00	\$ 6,500.00
\$ 1,300.00	\$ 10,400.00
\$ 8.00	\$ 1,680.00
\$ 750.00	\$ 750.00
\$ 6.00	\$ 19,200.00
\$ 1.50	\$ 10,950.00
\$ 3.20	\$ 9,600.00
	\$ 298,252.00

Discrepancy exists for items 8 and 14 in bid  
Unit Price prevails.

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1		190101	ROADWAY EXCAVATION	CY	34	\$ 225.00	\$ 7,650.00
2		260201	CLASS 2 AGGREGATE BASE	CY	19	\$ 53.00	\$ 1,007.00
3		377501	POLYMER MODIFIED ASPHALTIC EMULSION SLURRY SEAL	TON	390	\$ 295.00	\$ 115,050.00
4		390095	REPLACE ASPHALT CONCRETE SURFACING	SF	20,400	\$ 2.75	\$ 56,100.00
5		390136	MINOR HOT MIX ASPHALT	TON	14	\$ 145.00	\$ 2,030.00
6		398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SF	1,100	\$ 1.25	\$ 1,375.00
7		730020	MINOR CONCRETE (CURB)	CY	1.2	\$ 4,025.00	\$ 4,830.00
8		730070	DETECTABLE WARNING SURFACE	SF	110	\$ 32.50	\$ 3,575.00
9		731504	MINOR CONCRETE (CURB AND GUTTER)	CY	5	\$ 1,530.00	\$ 7,650.00
10		731627	MINOR CONCRETE (SIDEWALK AND CURB RAMP)	CY	8	\$ 2,015.00	\$ 16,120.00
11		810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	210	\$ 7.25	\$ 1,522.50
12		820610	RELOCATE ROADSIDE SIGN	EA	1	\$ 250.00	\$ 250.00
13		840515	THERMOPLASTIC PAVEMENT MARKING	SF	3,200	\$ 5.25	\$ 16,800.00
14		840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	7,300	\$ 1.40	\$ 10,220.00
15		846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	3,000	\$ 4.25	\$ 12,750.00
				TOTALS			\$ 256,929.50

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE-----&gt;

4th BIDDER

**S.T. Rhoades Construction, Inc.** 8585  
Commercial Way Redding, CA 96002  
(530) 223-9320

UNIT PRICE	TOTAL
\$ 194.00	\$ 6,596.00
\$ 434.00	\$ 8,246.00
\$ 298.00	\$ 116,220.00
\$ 3.95	\$ 80,580.00
\$ 1,050.00	\$ 14,700.00
\$ 4.00	\$ 4,400.00
\$ 1,480.00	\$ 1,776.00
\$ 29.50	\$ 3,245.00
\$ 1,877.00	\$ 9,385.00
\$ 2,011.00	\$ 16,088.00
\$ 8.10	\$ 1,701.00
\$ 407.00	\$ 407.00
\$ 6.10	\$ 19,520.00
\$ 1.46	\$ 10,658.00
\$ 3.20	\$ 9,600.00
	\$ 303,122.00

5th BIDDER

Northwest Paving, Inc.  
8115 Secluded Valley Drive Redding, CA  
(530) 246-4388

UNIT PRICE	TOTAL
\$ 400.00	\$ 13,600.00
\$ 200.00	\$ 3,800.00
\$ 270.00	\$ 105,300.00
\$ 5.15	\$ 105,060.00
\$ 300.00	\$ 4,200.00
\$ 5.00	\$ 5,500.00
\$ 1,400.00	\$ 1,680.00
\$ 31.00	\$ 3,410.00
\$ 1,500.00	\$ 7,500.00
\$ 1,800.00	\$ 14,400.00
\$ 8.00	\$ 1,680.00
\$ 800.00	\$ 800.00
\$ 5.50	\$ 17,600.00
\$ 1.35	\$ 9,855.00
\$ 3.00	\$ 9,000.00
	\$ 303,385.00

6th BIDDER

[illegible]

-100%

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 1, 2018

**CATEGORY:** Consent - Public Works-9.

**SUBJECT:**

West Central Landfill Gas Monitoring Probes – Permission to Advertise

**DEPARTMENT:** Public Works

**Supervisory District No. :** 2

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Take the following actions regarding the “West Central Landfill Gas Monitoring Probes,” Contract No. 207512: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after May 24, 2018, at 11 a.m.

**SUMMARY**

Five new methane monitoring probes are proposed at West Central Landfill.

**DISCUSSION**

Landfills generate methane gas. The County monitors and controls these emissions with probes, a collection system and flare. Five new probes are proposed near the perimeter to monitor gas migration. Plans and specifications for this work are complete and funding is in place. It is recommended that the Board initiate the bidding process.

**ALTERNATIVES**

The Board may decline to construct the probes at this time. CalRecycle has mandated the work.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the contract documents as to form. Risk Management have reviewed and approved the contract documents. A work plan has been approved by CalRecycle and the Lead Enforcement Agency (Shasta County Environmental Health). The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The total cost of this project is estimated to be \$125,000. All landfill activities are fee-supported. Adequate funds have been included in the Adopted 2017/18 and the Proposed 2018/2019 Solid Waste Budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 1, 2018

**CATEGORY:** Consent - Other Departments-10.

**SUBJECT:**

Purchase to replace existing backup system that is end of life.

**DEPARTMENT:** Information Technology

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Tom Schreiber, Chief Information Officer, 530-225-5273

**STAFF REPORT APPROVED BY:** Tom Schreiber, Chief Information Officer

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

**RECOMMENDATION**

Take the following actions: (1) Approve and authorize the purchase of a data backup appliance system from Quest Media and Supplies, Inc., an ExaGrid Systems partner reseller, for a total price of \$135,381.08 (including tax and delivery); and (2) approve and authorize County Purchasing to award Request for Quote (RFQ) 18-14 for the purchase of a data backup appliance system to Quest Media and Supplies, Inc.

**SUMMARY**

N/A

**DISCUSSION**

With the assistance of the Purchasing department, Information Technology (IT) published RFQ #18-14 in January of 2018 seeking quotes for a data backup system to replace the end of life Quantum DXi6700 system. Fourteen responses were received and after a thorough evaluation, the ExaGrid technology solution quoted from Quest Media was selected as the most economical to meet the County's backup needs for the next several years. Notices of Intent to Award were sent on Wednesday, March 7, 2018. The 10-day protest period ended Monday, March 19, 2018. No protests were received.

With this new expanded backup system, IT will be able to extend the backup replication for all County data to two systems, one located in the main County Data Center and the other down at the Breslauer Campus to further our business continuity efforts.

**ALTERNATIVES**

The Board may choose not to approve the purchase. IT would then look at the possibility to extend the usability of the existing equipment. This is not recommended since the vendor has discontinued support for the DXi6700 series.

**OTHER AGENCY INVOLVEMENT**

The Purchasing department processed the RFQ and supports the recommendation. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The total cost for the equipment replacement is \$135,381.08. Allocation for the proposed purchase is included in the FY 2017-18 IT Adopted Budget. There is no additional General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Vendor Quote	4/9/2018	Vendor Quote

**RESPONDER INFORMATION**

ORIGINAL

Responder MUST FILL IN APPROPRIATE SPACES AND BOXES BELOW.

Responder represents that he/she/it is one of the following (check appropriate):

- ☒ A regular dealer of the product(s) and/or service(s) quoted upon  
☐ A manufacturer of the product(s) and/or service(s) quoted upon

Responder operates as:

- ☐ An Individual  
☐ Partnership  
☒ Corporation, incorporated in the State of:  
☐ Other entity (specify):

Responder agrees to provide the requested service(s) and/or product(s) on the terms and conditions stated in the Offer for \_\_\_\_ days following the deadline for receipt of Offer.

Quest Media &amp; Supplies

COMPANY NAME

Justin Trammell

CONTACT NAME

9000 Foothills Blvd

STREET ADDRESS

Roseville

CITY

CA

STATE

95747

ZIP CODE

916-338-7070

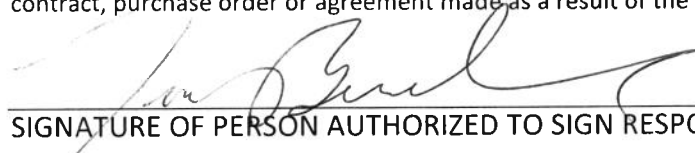
PHONE NUMBER

FAX NUMBER

Justin\_trammell@questsys.com

E-MAIL ADDRESS

By signing, Responder represents that he/she has the authority to authorize this Offer and to bind the party on whose behalf his/her execution is made, and certifies that all information provided on this form and contained within the Offer are true. Signer acknowledges that if the Offer contains any false statements, the County may declare any contract, purchase order or agreement made as a result of the Offer to be void.



SIGNATURE OF PERSON AUTHORIZED TO SIGN RESPONSE

Tim Burke – CEO &amp; President

PRINT OR TYPE SIGNER'S NAME AND TITLES





PO Box 910  
 Roseville, CA 95678  
 Ph. 916.338.7070 | 800.376.4220  
 Fax. 916.338.3289

## Quotation (Open)

**Date**  
 Jan 03, 2018 03:23 PM PST

**Modified Date**  
 Jan 03, 2018 03:36 PM PST

**Doc #**  
 180406 - rev 1 of 1

**Description**  
 Exagrid Appliance 5YR Support

**SalesRep**  
 Trammell, Justin  
 (P) 916-338-7857 ext. 7141

**Customer Contact**  
 Johnson, Michael  
 (P) (530) 245-7500  
 mjohnson@co.shasta.ca.us

**Customer**  
 Shasta County (8887)  
 Johnson, Michael  
 650 Court St Suite 400  
 Redding, CA 96001  
 United States

**Bill To**  
 Shasta County  
 Accounts, Payable  
 1450 Court Street  
 Suite 124  
 Redding, CA 96001  
 United States

**Ship To**  
 Shasta County  
 Receiving, IT Department  
 1450 Court Street  
 Suite 124  
 Redding, CA 96001  
 United States

**Customer PO:**

**Terms:**  
 Undefined

**Ship Via:**  
 UPS Ground

**Special Instructions:**

**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Disk Capacity: Raw:152TB, Useable: 122TB, 61TB Full Backup. Disks are encrypted. Includes 2 10 Gigabit Add on Cards	EX61-GRID-SEC	Yes	1	\$52,650.00	\$52,650.00
2	EX32000E-SEC: Disk Capacity: Raw: 84 TB, Useable: 66 TB. 32 TB Full Backup. Includes 1 10 Gigabit Add on Card	EX-72TB-DB-SEC	Yes	1	\$29,250.00	\$29,250.00
3	EX-10GIG-SFPF-A: 10 Gigabit Ethernet Dual Port SFP+ Optical Option EX2000 Models Includes two qualified SFP+ short-range Modules.	EX2-10S-2PA	Yes	2	\$0.00	\$0.00
4	EX-10GIG-SFPF-A: 10 Gigabit Ethernet Dual Port SFP+ Optical models except EX2000 Includes two qualified SFP+ short-range Modules.	EX2-10S-2PA	Yes	1	\$1,170.00	\$1,170.00
5	5YR-S-M&S: Five year 5 x 8 Customer Support and product Maintenance	EX-5YR-MS-S	No	1	\$45,688.50	\$45,688.50

Quest® and Q® are registered trademarks of Quest Media & Supplies, Inc.

The above quote is being provided per customer request. Quest has not evaluated the suitability or compatibility of the product within the Customer's technology environment. Similarly, Quest does not warrant that the functions of the product or software will meet Customer's requirements or that the product or software will operate in combination with other products selected by Customer or Customer use. Please be advised that many software and product manufacturers will not accept returns, which may affect your ability to return or exchange newly purchased products and software. Quest can provide, upon request, Professional Services to assist in determining suitability and compatibility of products or software within customer's technology environment. Shipping charges and taxes are estimated. All charges are subject to change without notice. Supply subject to availability. This quoted price includes an additional 3.5% discount for payment made in cash or check, not involving the use of a credit card. Payment made by credit card will waive this discount. Quotes are valid for 30 days and subject to verification of manufacturer's pricing at time of order.

Subtotal: \$128,758.50  
 Tax (7.250%): \$6,022.58  
 Shipping: \$600.00  
**Total: \$135,381.08**

# ExaGrid Disk-Based Backup and Veeam Backup & Replication

DATA SHEET

## Gartner

ExaGrid Named "Visionary" in the 2015 Magic Quadrant for Disk Backup with Deduplication Appliances



Computer Technology Review Awards ExaGrid "Most Valuable Product (MVP) Award - 2015"



THE RETURN ON INVESTMENT AWARD

ExaGrid Receives Network Computing "Return on Investment Award - 2015"



"Best-in-Class" Disk Backup Solution in Under \$50k and "Recommended" in Under \$100k  
2014 Buyer's Guide Reports



ExaGrid Wins "Disk Based Product of the Year: Small/Mid-range - 2014"



InfoWorld.com Awards ExaGrid "Technology of the Year - 2013"

## Simple, Quick and Cost-Effective Disk-Based Backup

The partnership between ExaGrid and Veeam® Software provides a cost-effective disk-based backup solution that maximizes data reduction and scales to meet the needs of demanding enterprise environments.

## Faster Backups, More Efficient Data Storage, and Better DR Protection

The combination of ExaGrid's and Veeam's industry-leading virtual server data protection solutions allows customers to utilize Veeam Backup & Replication™ in VMware vSphere and Microsoft Hyper-V virtual environments on ExaGrid's disk-based backup system with data deduplication. This combination provides fast backups and efficient data storage as well as replication to an offsite location for disaster recovery.

The ExaGrid system fully leverages Veeam Backup & Replication's built-in backup-to-disk capabilities and ExaGrid's zone-level data deduplication for additional data and cost reduction over standard disk solutions. Customers can use Veeam Backup & Replication's built-in source-side deduplication in concert with ExaGrid's disk-based backup system with zone-level deduplication to further shrink backups.

The ExaGrid-Veeam Accelerated Data Mover integrated with ExaGrid appliances allows all backups, restores, and recoveries to complete faster. The Veeam backup server more efficiently interoperates with its own Veeam data mover using optimized Veeam communications versus generic CIFS. In addition, the entire synthetic full operation occurs on the ExaGrid appliance, eliminating the need to move data between the Veeam backup server and backup storage, which greatly reduces the time to complete a synthetic full.

Customers can perform replication of backups to offsite storage for disaster recovery purposes without sacrificing performance of critical backup and recovery features. By combining the power and performance of Veeam-based VMware vSphere and Microsoft Hyper-V virtual machine backups with the ExaGrid appliance, customers can achieve backup and disaster recovery goals quickly and easily.

## Veeam Instant VM Recovery from an ExaGrid Backup Appliance

ExaGrid and Veeam also offer the ability to instantly recover a VMware virtual machine by running it directly from the ExaGrid appliance in the event of a primary storage outage or other issue that causes the primary storage VM to become unavailable. This is possible because of ExaGrid's "landing zone" – a high-speed cache on the ExaGrid appliance that retains the most recent backups in complete form. Using Veeam's Instant VM Recovery, ExaGrid and Veeam customers can run the VMware virtual machine directly from the backup on the ExaGrid appliance. Once the primary storage environment has been brought back to a working state, the VM running on the ExaGrid appliance can then be migrated to primary storage for continued operation.

## Scalability That Meets Your Business Needs

ExaGrid's unique approach to disk-based backup delivers unparalleled performance and scalability without requiring costly "forklift" upgrades as data grows. As your data grows,

**VEEAM**  
IT JUST WORKS!™

**EXAGRID®**

# ExaGrid Disk-Based Backup and Veeam Backup & Replication

ExaGrid's scalable architecture enables you to simply plug in additional ExaGrid appliances to create a larger virtual pool of storage rather than a series of isolated boxes. Performance scales with data growth since processing power, memory, and bandwidth are added along with storage capacity, and data loads are automatically balanced across all servers.

## Getting Started

Veeam Backup & Replication users can set up and have their first backup running on the ExaGrid in a single morning.

It's a simple three-step process to point Veeam Backup & Replication backups to ExaGrid's "plug-and-play" disk-based backup system:

### Step 1: Turn It On

ExaGrid is an appliance. No loading software, no complicated assembly. Simply unpack it, rack it, and turn it on.

### Step 2: Point and Click to Create a Share

Create share(s) on the ExaGrid system for Veeam Backup & Replication using ExaGrid's simple web interface. No installation or lengthy configuration process is required.

### Step 3: Create or Redirect Backup Jobs

Using Veeam Backup & Replication, you can easily define the path to the ExaGrid appliance.

## Built for Virtualization: Veeam Backup & Replication

Veeam Backup & Replication provides fast, flexible, and reliable recovery of virtualized applications and data for both VMware vSphere and Microsoft Hyper-V. Unifying backup and replication in a single solution and leveraging virtualization to its fullest, Veeam Backup & Replication enhances data protection and disaster recovery for more than 145,000 customers and protects millions of virtual machines (VMs) across the globe. Veeam provides the most comprehensive protection for your virtual environment. By offering backup

and replication in a single solution, you can have the flexibility to meet different recovery objectives for VMs. Benefits of this virtualization-specific solution include:

**Multi-Hypervisor Support:** Protect all VMware vSphere and Microsoft Hyper-V VMs with a single product from a single console, minimizing cost and complexity.

**ExaGrid-Veeam Accelerated Data Mover:** Takes previous full and incremental backups to make a new full backup recovery point without placing demands on primary storage and the network. The ExaGrid-Veeam Accelerated Data Mover integrated with ExaGrid appliances allows all backups, restores, and recoveries to complete faster. The Veeam backup server more efficiently interoperates with its own Veeam data mover using optimized Veeam communications versus generic CIFS. The entire synthetic full operation occurs on the ExaGrid appliance, eliminating the need to move data between the Veeam backup server and backup storage.

**Instant VM Recovery:** Run a virtual machine directly from a backup file. This eliminates the need to extract the backup and copy it to production storage – you simply start the VM from the backup. So if a VM goes down, you can restart it on the ExaGrid in a matter of minutes.

**U-AIR (Universal Application-Item Recovery):** Enables quick recovery of individual objects from any virtualized application on any OS for VMs. It's a brand-new solution to the age-old problem of what to do when users accidentally delete important emails or scripts incorrectly update records.

**SureBackup Recovery Verification:** Enables you to verify the recoverability of your vSphere backups – not just a few selected backups, but EVERY backup, of EVERY virtual machine, EVERY time. You no longer have to settle for backups that "might work" or "should work" – instead, you can rest easy knowing that your backups actually do work.

**Universal File-Level Recovery:** Quickly recover an entire VM or an individual file from the same image-level backup. Veeam instant file-level recovery enables you to restore individual files from your backups and replicas in seconds.

Register for a free 60-day trial of Veeam Backup & Replication courtesy of ExaGrid at [www.veeam.com/exagrid\\_and\\_veeam](http://www.veeam.com/exagrid_and_veeam).

United States: 2000 West Park Drive | Westborough, MA 01581 | (800) 868-6985

United Kingdom: 200 Brook Drive | Green Park, Reading, Berkshire RG2 6UB | +44 (0) 1189 497 051

Singapore: 1 Raffles Place, #20-61 | One Raffles Place Tower 2 | 048616 | +65 6285 0302

**EXAGRID**

[www.exagrid.com](http://www.exagrid.com)

REPORT TO SHASTA COUNTY WATER AGENCY

**BOARD MEETING DATE:** May 1, 2018

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

**SUBJECT:**

Water Transfer Agreement

**DEPARTMENT:** Water Agency

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Chief Engineer

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

**RECOMMENDATION**

Take the following actions regarding a Water Use Agreement with the McConnell Foundation for 100 acre-feet of water at \$250 per acre-foot this summer: (1) Approve and authorize the Chairman to sign a retroactive agreement, for the period April 1, 2018 through February 28, 2019; and (2) authorize the Chief Engineer to execute written consents or amendments to this agreement regarding quantity, place of use, or timing of use.

**SUMMARY**

The drought has somewhat returned. Precipitation and snowpack are below normal. A water transfer is proposed.

**DISCUSSION**

The U.S. Bureau of Reclamation (Bureau) operates the Central Valley Project (CVP). The Water Agency has a contract with the Bureau for up to 1,022 acre-feet (AF) per year. That water is subcontracted to four County Service Areas and several other parties. In drought years these supplies are curtailed to a fraction of historical use based upon the three most recent unrestricted years (2012, 2013 & 2017). The Bureau initially forecasted to deliver 70% of historical demand this summer. Our 2012, 2013 & 2017 CVP deliveries averaged 366 AF so we would receive 257 AF. Drought-induced conservation has curtailed demand. Staff negotiated a proposed 100 AF transfer from the McConnell Foundation to close the gap. The Bureau has since indicated that allocations will increase. Staff recommends proceeding with the proposed transfer.

**ALTERNATIVES**

The Board may decline to secure a transfer. Water Agency supplies may be inadequate to meet demand.

**OTHER AGENCY INVOLVEMENT**

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**

Adequate funds to purchase the McConnell water were included in the Proposed 2018/19 Water Agency budget. Costs will be passed through to subcontractors. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
McConnell Water Use Agreement	4/20/2018	McConnell Water Use Agreement

## **WATER USE AGREEMENT**

This Agreement, effective April 1, 2018, is made by and between THE MCCONNELL FOUNDATION, a California non-profit corporation, (hereafter "McConnell") and the Shasta County Water Agency (hereafter "Contractor").

### **RECITALS**

A. McConnell has the right to receive 5,100 acre feet of water each year from the United States Department of the Interior, Bureau of Reclamation's (hereafter "Reclamation") Central Valley Project (hereafter "CVP") pursuant to a written contract dated August 11, 2000 (hereafter the "Contract").

B. Under the terms of the Contract, McConnell may designate the place of delivery of Contract water to any area that is within the permitted place of use for CVP water and temporarily assign its rights to receive Contract water to another party.

C. Contractor holds an existing contract to receive CVP water from Reclamation. Contractor's service area is within the permitted place of use for CVP water.

D. McConnell desires to grant to Contractor, and Contractor desires to purchase, the right to receive One Hundred (100) acre feet of Contract water, pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. **Purpose of Agreement:** The purpose of this Agreement is to allow Contractor to purchase a portion of McConnell's Contract water during the 2018-2019 water year ("Water Year") only.

2. **Term of Agreement:** This Agreement is effective as of the date first indicated above and shall expire February 28, 2019, unless otherwise extended by a written agreement signed by both parties.

3. **Quantity of Water:** The quantity of water Contractor is entitled to receive under this Agreement is One Hundred (100) acre feet (hereafter "Quantity"). Water delivered to Contractor under this Agreement shall be made available to Contractor by Reclamation pursuant to the terms of the Contract and in the quantity set forth in the Water Delivery Schedule attached hereto as Exhibit "A" and incorporated herein by reference, or as subsequently amended.

4. **Measurement of Water:** The water made available to Contractor under this Agreement will be measured with equipment owned, installed, operated and maintained by Contractor. Upon request by McConnell, Contractor will investigate the accuracy of such measurements and promptly correct any discovered errors.

5. **Use of Water:** The parties agree that water made available under this Agreement may be used for municipal and irrigation purposes.

6. **Payment for Water:** Contractor shall pay to McConnell the sum of Two Hundred Fifty Dollars (\$250.00) per acre foot for each acre foot of water purchased under this Agreement. Payments must be received by McConnell within thirty days of each month during which water is scheduled for delivery, and shall be made for the full amount of McConnell water scheduled for that month. Contractor understands that this is a “take or pay” agreement and that Contractor’s failure to take delivery of water scheduled under this Contract does not affect Contractor’s obligation to pay for the water purchased, provided that if Reclamation permits a change in the schedule, Contractor will pay for the water in accordance with the modified schedule. All payments to McConnell shall be sent to the address indicated in Paragraph 14, below.

7. **Delivery Schedule:** Water shall be available for diversion by Contractor at its existing point of diversion for CVP water in accordance with the attached Water Delivery Schedule. Any quantity of water not diverted by Contractor during the month in which it is scheduled shall be available to Contractor during any subsequent month of the Water Year only upon rescheduling through a revised Water Delivery Schedule and subject to Reclamation’s prior approval. Failure by Reclamation to reschedule unused water shall not relieve Contractor of its obligation to pay McConnell for the water.

8. **Limits on Use:** Contractor may use the water diverted under this Agreement for any beneficial use within its existing service area for CVP water. Contractor may not reallocate, transfer, sell or exchange any portion of the water diverted under this Agreement without McConnell’s prior written approval, which may be withheld at McConnell’s sole discretion.

9. **Reporting Requirements:** Contractor shall provide McConnell with monthly reports identifying the quantity of water diverted under this Agreement during the immediately preceding month. These reports must be received by McConnell by the 7<sup>th</sup> day of each month following any month in which water is diverted under this Agreement. Contractor also shall report to Reclamation by the 10<sup>th</sup> day of each month the quantity of water diverted under this Agreement.

10. **Interruption by Reclamation:** Contractor understands that the water made available under this Agreement is being delivered by Reclamation pursuant to the terms of McConnell’s Contract. McConnell shall not be liable to Contractor for any interruption or reduction of water deliveries under this Agreement caused by Reclamation not delivering water under McConnell’s Contract. In the event Reclamation does not deliver water to Contractor under this agreement for reasons unrelated to Contractor’s actions or inactions, Contractor shall not be required to pay for the undelivered quantity.

11. **Default:** If Contractor fails to pay any amount owed under this Agreement for a period of three (3) days after receiving written notice of this failure from McConnell, McConnell may terminate this Agreement and exercise its rights and remedies under the law.

12. **Assignment Restricted:** Contractor’s rights and obligations under this Agreement shall not be assigned without McConnell’s prior written consent, which may be withheld in McConnell’s sole

and absolute discretion, and any assignment without consent shall be void and have no effect. Subject to this restriction, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, heirs and assigns.

13. **Indemnification and Hold Harmless:** McConnell shall not be responsible for the control, carriage, handling, use, disposal or distribution of water made available to Contractor under this Agreement. Contractor shall indemnify, defend and hold McConnell, its affiliates, partners, officers, directors, shareholders, employees, independent contractors, agents, successors and assigns harmless from any damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water, including but not limited to court costs and attorney fees and the fees of expert witnesses.

14. **Notices:** Any notices given under this Agreement shall be in writing and shall be served either personally or delivered by first class or express United States mail with postage prepaid, return receipt requested pursuant to registered or certified mail, or by a nationally recognized overnight commercial courier service with charges prepaid. Notices may also effectively be given by transmittal over electronic transmitting devices if the party to whom the notice is being sent has a receiving device in its office, and provided a complete copy of the notice shall also be served either personally or in the same manner as required for a mailed notice. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail with postage prepaid or with a nationally recognized overnight commercial courier service with charges prepaid. Notices shall be directed to the following addresses:

To: McConnell,

John Mancasola  
The McConnell Foundation  
800 Shasta View Drive  
Redding, CA 96003-8208

With a copy to:

Swanson Law Office  
Jeffery J. Swanson  
2515 Park Marina Drive, Suite 102  
Redding, CA 96001

To: Contractor,

Patrick Minturn  
Shasta County Water Agency  
1855 Placer Street  
Redding, CA 96001



Any party may change its address for notice purposes by giving notice to the others in accordance with this paragraph, provided that the address change shall not be effective until three (3) days after notice of the change.

15. **Force Majeure:** Neither party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God or other causes beyond its control. Each party agrees to notify the other party promptly of any circumstance delaying its performance and to resume performance as soon thereafter as is reasonably practicable. If there is such a delay or failure due to events as set forth in this paragraph, such delay or failure will result in all scheduled deadlines and time limitations being extended by an amount of time equal to such delay or failure.

16. **Severability:** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

17. **Attorneys' Fees:** In any dispute between the parties, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys' fees.

18 **No Party Deemed Drafter:** In the event of a dispute between any of the parties hereto over the meaning of this Agreement, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter does not and shall not apply.

19. **Authority:** Upon request, each party shall deliver to the other party a certified copy of a resolution of its board of directors/governing body or other evidence authorizing the execution of this Agreement and naming the persons authorized to execute this Agreement on behalf of the named entity.

20. **Counterpart Copies:** This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

21. **Entire Agreement/Amendments:** This Agreement, which includes the Exhibits, contains all representations and the entire understanding and agreement between the parties. Correspondence, memoranda, and oral or written agreements which originated before the date of this Agreement are replaced in total by this Agreement unless otherwise expressly stated in this Agreement. The provisions of this Agreement may be waived, altered, amended, or repealed, in whole or in part, only on the written consent of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed their names as of the date and year indicated below.

THE MCCONNELL FOUNDATION

CONTRACTOR

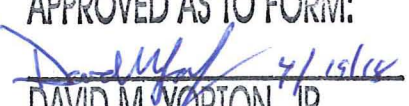
By: \_\_\_\_\_  
JOHN A. MANCASOLA,  
President

By: \_\_\_\_\_  
LES BAUGH, Chairman  
SCWA Board of Directors

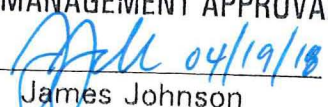
Date: \_\_\_\_\_

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

APPROVED AS TO FORM:

  
DAVID M. YORTON, JR.  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:  04/19/18  
James Johnson  
Risk Management Analyst

**EXHIBIT "A"**

**WATER SCHEDULE**

**THE MCCONNELL FOUNDATION/SHASTA COUNTY WATER AGENCY**

**WATER YEAR 2018-2019**

Month	Quantity (af)	Point of Diversion	Place of Use
March	0		
April	0		
May	0		
June	0		
July	5	CSA No. 23	Crag View
August	7	CSA No. 23	Crag View
September	8	CSA No. 6	Jones Valley
	3	CSA No. 3	Castella
	5	CSA No. 23	Crag View
October	1	CSA No. 6	Jones Valley
November	0		
December	1	CSA No. 6	Jones Valley
January	2	CSA No. 25	Keswick
February	67	CSA No. 25	Keswick
	1	CSA No. 6	Jones Valley
Total	100		

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 1, 2018

**CATEGORY:** Regular - Law and Justice-7.

**SUBJECT:**

Budget Amendment, Sheriff's Office Jail Budget.

**DEPARTMENT:** Sheriff-Jail

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Eric Magrini, Undersheriff (530) 245-6167

**STAFF REPORT APPROVED BY:** Mike Lindsey, Chief Fiscal Officer

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

**RECOMMENDATION**

Approve a budget amendment increasing appropriations by \$200,000 in the Sheriff's Jail budget, offset by use of Public Safety General Purpose Fund balance reserves, to house Shasta County inmates in out-of-county jail facilities.

**SUMMARY**

The Sheriff's Office projects it will have expended the \$300,000 in Community Corrections Partnership Executive Committee (CCPEC) AB109 funds allocated in Fiscal Year (FY) 2017-18 for out-of-county jail beds by the end of April 2018 and recommends the Board approve a budget amendment to allocate \$200,000 from Public Safety General Purpose Fund balance reserves to be used for out-of-county jail beds for the remainder of FY 2017-18.

**DISCUSSION**

On July 18, 2017, County Executive Officer Larry Lees presented to the Board an option to temporarily provide additional jail beds through a request for \$300,000 of AB109 funds from the Community Corrections Partnership Executive Committee (CCPEC) and \$200,000 from contingency reserves to be repaid out of Public Safety reserves. The Board directed staff to proceed with the recommendations for requesting the AB109 funding and for future consideration for the additional \$200,000 in appropriations for out-of-county beds. The request for the \$300,000 of AB109 funds was considered and approved by the CCPEC on August 16, 2017.

The Sheriff's Office projects it will have expended the \$300,000 in AB109 appropriations for out-of-county placements by the end of April 2018 and met with the County Administrative Office staff. A consensus was reached on a mechanism for appropriating the additional \$200,000. This resulting recommendation would authorize a budget amendment to increase out-of-county bed appropriations by \$200,000 in the Sheriff's Jail budget, offset by a use of Public Safety General Purpose Fund balance reserves.

This is an interim solution to make additional beds available in our local Jail through June 30, 2018. Beginning July 1, 2018, the CCPEC (on February 14, 2018) approved another \$300,000 of AB109 funds to house Shasta County inmates in out-of-county jail facilities and/or use it for Jail expansion costs.

**ALTERNATIVES**

The Board may choose to defer consideration of this recommendation, or may decide to not approve this request.

**OTHER AGENCY INVOLVEMENT**

The CCPEC approved the use of the FY 2017-18 \$300,000 in AB109 funding for out-of-county beds. The County Administrative Office has worked with the Sheriff’s Office to develop, and has reviewed, this recommendation.

**FINANCING**

Approval of this recommendation will allocate \$200,000 exclusively for use in housing Shasta County inmates in contracted out-of-county jail facilities. Appropriations for the \$200,000 are requested to be offset with use of Public Safety General Purpose Fund balance reserves. This recommendation will have no additional General Fund impact for FY 2017-18; however, the non-committed balances in the Public Safety reserves (Prop. 172 Reserves and Public Safety General Purpose Reserves) are declining and potentially as soon as FY 2019-20, ongoing or increased support for public safety activities may impact the General Fund.

**ATTACHMENTS:**

Description	Upload Date	Description
Budget Memo and Worksheet	4/20/2018	Budget Memo and Worksheet

# SHASTA COUNTY SHERIFF'S OFFICE

## INTERDEPARTMENTAL MEMORANDUM



TO: Brian Muir, Auditor-Controller

FROM: Tom Bosenko, Sheriff

DATE: April 20, 2018

RE: Budget Amendment for Sheriff's Jail Budget

**Tom Bosenko**  
**Sheriff-Coroner**

Upon approval by the Board of Supervisors, please prepare a budget amendment for the Sheriff's Jail budget increasing appropriations \$200,000 in Professional and Special Services offset by use of Public Safety General Purpose Fund balance reserves.

County of Shasta

### Budget Amendment

Sheriff - Main Jail

DEPARTMENT NAME

**APPROPRIATIONS**  
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
26000	034800	PROF & SPECIAL SERVICES	48,299	248,299	200,000
			-	-	-
			-	-	-
TOTAL					200,000

**REVENUE**  
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
		*	-	-	-
TOTAL					-

\* Offset by use of Public Safety General Purpose Fund balance reserves