



SHASTA COUNTY

BOARD OF SUPERVISORS

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

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

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, June 19, 2018, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Dr. George Gunn, Shasta Bible College

Pledge of Allegiance: Supervisor Morgan

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

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

GENERAL GOVERNMENT

C 1 Administrative Office

Approve and authorize the County Executive Officer or his designee to sign an amendment, effective date of signing, to the lease and personal services agreement with the Inter-Mountain Fair Heritage Foundation (Foundation), for the maintenance and operation of the Inter-Mountain Fair and Fairgrounds, which: (1) Extends the end date through June 30, 2038; (2) requires the Foundation to prepare a twenty year infrastructure maintenance and funding plan, to be updated in five year increments; and (3) provides a provision for the County's Health and Human Services Agency Women, Infants, and Children (WIC) Program to occupy rent-free office or building space consistent with its existing tenancy.

No Additional General Fund Impact Simple Majority Vote

C 2 Clerk of the Board

Approve the minutes of the meeting held on June 12, 2018, as submitted.

No General Fund Impact Simple Majority Vote

C 3 County Counsel

Approve and authorize the County Executive Officer or his/her designee to execute an agreement, for the term and compensation listed in the agreement, with Sabot Technologies, Inc. for consulting services contingent upon approval of the Settlement Agreement by the Court in *Jewett, et al. v. County of Shasta, et al.*

No Additional General Fund Impact Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 4 Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign a renewal agreement with Shasta Women's Refuge, Inc. dba One Safe Place, in an amount not to exceed \$161,817 to provide domestic violence prevention and intervention services for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

No Additional General Fund Impact Simple Majority Vote

C 5 Health and Human Services Agency-Children's Services

Probation

Approve and authorize the Chairman to sign a renewal agreement with VOTC, Inc, dba Visions of the Cross in an amount not to exceed \$624,000 to provide Sober Living, Parent University, and other therapeutic services to Health and Human Services Agency and Probation clients for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

No Additional General Fund Impact Simple Majority Vote

C 6 Health and Human Services Agency-Regional Services

Adopt a resolution which: (1) Approves and authorizes the Chairman to sign a revenue renewal agreement, Cooperative Agreement No. 02A1753, with the State of California Department of Transportation (CalTrans) in an amount not to exceed \$356,039.81 for the Opportunity Center to provide roadside maintenance services for the period July 1, 2018 through June 30, 2021; and (2) approve and authorize the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign minor 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 of more than \$35,000 as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*.

No General Fund Impact Simple Majority Vote

C 7 Health and Human Services Agency-Regional Services

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with the Shasta County Office of Education to provide Stage One Child Care services to decrease the maximum compensation during the entire term of the agreement from \$6,000,000 to \$5,540,000, and retain the term for the period July 1, 2017 through June 30, 2020.

No Additional General Fund Impact Simple Majority Vote

LAW AND JUSTICE

C 8 Child Support Services

Adopt a resolution which: (1) Finds that licensing the County's real property to the Shasta County Superior Court (Court), a portion of the property located at 2600 Park Marina Drive, Redding, California, is in the public interest; (2) finds that

conveyance of the license to the Court will not substantially conflict or interfere with the County's use of the property; and (3) approves and authorizes the County Executive Officer to sign the renewal license agreement with the Court in the amount of \$6,691.20 per month (\$1.36/square foot) for approximately 4,920 square feet of office space and approximately 21 workstations located at 2600 Park Marina Drive, Redding, California, for the period July 1, 2018, through June 30, 2021, with annual adjustments of 2%.

No General Fund Impact

Simple Majority Vote

C 9 Public Defender

Approve and authorize: (1) The Chairman to sign the following documents with LexisNexis, a division of RELX, Inc. for the period July 1, 2018 through June 30, 2021: (a) an amendment to the Lexis Advance Subscription Agreement in an estimated total amount of \$39,720 to provide online subscription services for legal research; (b) an amendment to the Lexis Advance Edition Order in an estimated total amount of \$1,368 to provide Lexis for Microsoft Office features and content; (c) the Contract Addendum which includes additional conditions for access to the Online Services; and (d) the General Addendum to Amendment; (2) the Public Defender or his designee to approve changes to the list of users in the Public Defender's Office; and (3) the County Executive Officer or his designee to sign future amendments, including retroactive, and including extending the term beyond June 30, 2021, to the Subscription Agreement, Lexis Advance Edition Order, Contract Addendum, General Addendum to Amendment, and related documents so long as the annual compensation to LexisNexis for these services does not exceed \$20,000, the documents are in substantially similar form to these documents, and the documents are processed through County Counsel, Risk Management, and County Information Technology.

No Additional General Fund Impact

Simple Majority Vote

C 10 Probation

Approve and authorize the Chairman to sign a retroactive amendment, effective June 1, 2018, to the agreement with Victor Community Support Services, Inc. to increase the maximum compensation by \$100,000 to a new maximum compensation of \$150,000 to provide Aggression Replacement Training, retaining the term of the agreement through June 30, 2017, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 11 Probation

Approve and authorize the Chairman to sign an agreement with Remi Vista, Inc. in the amount of \$100,000 per fiscal year, for a maximum compensation of \$300,000, to provide Moral Reconciliation Therapy for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 12 Sheriff-Coroner

Approve a budget amendment that: (1) Increases appropriations and revenue by \$32,104 in the Sheriff's Coroner budget for better alignment to projected and actual expenditures and revenues; and (2) increases appropriations by \$5,554 in Accumulated Capital Outlay, offset by use of fund balance.

No Additional General Fund Impact 4/5 Vote

PUBLIC WORKS

C 13 Public Works

Approve and authorize the Chairman to sign a retroactive agreement, effective June 1, 2018, with California Safety Company, Inc., in an amount not to exceed \$50,000, to provide fire and burglar alarm leasing and monitoring for County-owned and leased buildings for the period June 1, 2018 through May 31, 2019.

No Additional General Fund Impact Simple Majority Vote

C 14 Public Works

Approve and authorize the Chairman to sign an agreement with Dokken Engineering in an amount not to exceed \$32,111.70 to provide right-of-way services for the Gas Point Road at No Name Ditch Box Culvert Replacement Project effective June 25, 2018, and ending June 28, 2019.

No General Fund Impact Simple Majority Vote

C 15 Public Works

Approve the following year-end budget amendments to align appropriations and revenues: (1) decreasing appropriations and revenue by \$6,295,500 in the Roads budget; (2) decreasing appropriations by \$390,000 in the West Central Landfill Replace and Improvement budget; (3) decreasing appropriations by \$6,290,000 and revenue by \$5,390,000 in the Solid Waste Disposal Admin budget; (4) decreasing appropriations by \$5,000,000 in the West Central Landfill Closure/Postclosure budget; (5) decreasing appropriations by \$100,000 in the CSA #8 Palo Cedro Sewer Capital Improvement Admin budget; (6) decreasing appropriations by \$125,000 in the CSA #17 Cottonwood Sewer Capital Improvement Admin budget; (7) decreasing appropriations and revenue by \$450,000 in the CSA #2 Sugarloaf Water Admin budget; (8) decreasing appropriations and revenue by \$100,000 in the CSA #6 Jones Valley Water Admin budget; (9) decreasing revenue by \$100,000 in the CSA #8 Palo Cedro Sewer Admin budget; (10) increasing appropriations and revenue by \$20,000 in the CSA #13 Alpine Meadows Sewer/Water Admin budget; (11) decreasing appropriations and revenue by \$625,000 in the CSA #17 Cottonwood Sewer Admin budget; (12) increasing revenue by \$15,000 in the CSA #25 Keswick Water Admin budget; (13) decreasing appropriations and revenue by \$4,700 in the Surveyor budget; (14) decreasing appropriations and revenue by \$30,000 in the Fleet Management Operations budget; (15) decreasing appropriations and revenue by \$375,000 in the Facilities Management Admin

budget; (16) decreasing appropriations and revenue by \$549,000 in the Fall River Mills Airport Admin budget; (17) increasing appropriations by \$105,989 in the Accumulated Capital Outlay budget offset by use of assigned fund balance; (18) increasing appropriations and revenue by \$105,989 in the Land Buildings & Improvements (LB&I) budget; (19) increasing appropriations and revenue by \$100,000 in the Jail budget; and (20) increasing appropriations and revenue by \$5,989 in the Coroner budget.

No Additional General Fund Impact 4/5 Vote

C 16 Public Works

Take the following actions regarding a vacant parcel once used by the now closed Shingletown Airport (Assessor Parcel Number 095-050-012-000), in the town of Shingletown, California: (1) Adopt a resolution which declares the property no longer necessary for County or other public purposes and authorizes its sale; (2) set the sale price at \$12,000; (3) approve and authorize the Chairman to sign a Real Property Purchase Agreement with Brentley Hennefer in the amount of \$12,000 and Quitclaim Deed; and (4) authorize the funds be deposited into the Fall River Mills Airport Administration fund.

No General Fund Impact

Simple Majority Vote

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

SHASTA COUNTY WATER AGENCY

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

SHASTA COUNTY WATER AGENCY

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

SDC 1 Public Works

Water Agency

Approve a budget amendment transferring appropriations in the amount of \$55,000 within the Shasta County Water Agency Administration budget.

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

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.

GENERAL GOVERNMENT

R 1 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 2 Administrative Office

Take the following actions: (1) Receive a report from the County Executive Officer in response to Board direction during a previous public workshop in which the Department of Resource Management was discussed; and (2) consider providing further direction to staff.

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

R 3 The Board of Supervisors will recess to a Closed Session to discuss the following items (Est. 35 minutes):

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

Name of case: *Tracy Bowman and Micheal Williamson v. County of Shasta*

CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION
(Government Code section 54956.9, subdivision (d), paragraph (2))

Significant Exposure to Litigation: One potential case

Letter dated June 8, 2018 from the Animal Legal Defense Fund

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:
Board

06/26/2018	8:30 a.m.	Air Pollution Control Board Meeting	Chambers
06/26/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
06/26/2018	5:00 p.m.	Board of Supervisors Special Meeting	Board Chambers
07/03/2018		Board of Supervisors Meeting Canceled	
07/10/2018		Board of Supervisors Meeting Canceled	
07/12/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
07/17/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
07/17/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
07/24/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
07/31/2018	9:00 a.m.	Board of Supervisors Meeting	

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

First Amendment with Intermountain Fair Heritage Foundation

DEPARTMENT: Administrative Office

Supervisory District No. : 3

DEPARTMENT CONTACT: Lawrence G. Lees, County Executive Officer (530) 225-5561

STAFF REPORT APPROVED BY: Ayla Tucker, Administrative Analyst

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

RECOMMENDATION

Approve and authorize the County Executive Officer or his designee to sign an amendment, effective date of signing, to the lease and personal services agreement with the Inter-Mountain Fair Heritage Foundation (Foundation), for the maintenance and operation of the Inter-Mountain Fair and Fairgrounds, which: (1) Extends the end date through June 30, 2038; (2) requires the Foundation to prepare a twenty year infrastructure maintenance and funding plan, to be updated in five year increments; and (3) provides a provision for the County's Health and Human Services Agency Women, Infants, and Children (WIC) Program to occupy rent-free office or building space consistent with its existing tenancy.

SUMMARY

N/A

DISCUSSION

The Inter-Mountain Fair and Fairgrounds are located in the town of McArthur, in eastern Shasta County. The Shasta County Inter-Mountain Fair (Fair) has been in existence since 1918. On March 1, 2014, the County entered into an agreement (Agreement) with the Inter-Mountain Heritage Foundation (Foundation) for the purpose of having the Foundation hold and conduct the Fair and use, manage, and possess the Premises.

The First Amendment to the Agreement adjusts the term of the Agreement, requires the Foundation to prepare a twenty year infrastructure maintenance and funding plan, and provides a provision for the County's Health and Human Services Agency Women, Infant, and Children (WIC) Program to occupy rent-free office or building space consistent with its existing tenancy.

ALTERNATIVES

The Board could choose not to approve the first amendment to the agreement with the Foundation. If the Board were to decide to not approve the amendment, the operation of the Inter-Mountain Fair and Fairgrounds would revert back to the

County (upon termination of the agreement) and would require General Fund support to continue operation and maintenance of buildings. This is not recommended as the Foundation assists in preserving the Fair and fairgrounds for ongoing public enjoyment, while supporting Fair and fairground operation through the use of monies collected through operational activities.

OTHER AGENCY INVOLVEMENT

County Counsel drafted the amendment to the lease and has approved it as to form. Risk Management have reviewed and approved the agreement. The County Administrative Office

FINANCING

There is no additional General Fund impact associated with this action.

ATTACHMENTS:

Description	Upload Date	Description
First Amendment with Intermountain Fair Heritage Foundation	6/7/2018	First Amendment with Intermountain Fair Heritage Foundation

**FIRST AMENDMENT TO THE LEASE AND PERSONAL SERVICES
AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND INTER-MOUNTAIN FAIR HERITAGE
FOUNDATION, FOR THE MAINTENANCE AND OPERATION OF THE INTER-
MOUNTAIN FAIR AND FAIRGROUNDS**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Inter-Mountain Fair Heritage Foundation, a California non-profit corporation, hereinafter referred to as "Foundation."

RECITALS

WHEREAS, County and Foundation have previously entered into a Lease and Personal Services Agreement ("Agreement"), effective March 1, 2014 for the purposes of having the Foundation hold and conduct the Fair and use, manage, and possess the Premises for the period of the initial agreement; and

WHEREAS, County and Foundation desire to amend the Agreement to adjust the term of the agreement; and

WHEREAS, County and Foundation desire to include a twenty (20) year Infrastructure Maintenance and Funding Plan; and

WHEREAS, County and Foundation desire to include a provision for County's WIC program, administered through the Shasta County Health and Human Services Agency and agree to cooperate to accommodate services being provided on the Premises;

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 1. **Premises** is amended in its entirety as follows:

1. **PREMISES.**

County hereby leases to Foundation the Premises described herein, located at McArthur, County of Shasta, State of California. Notwithstanding the foregoing, County and Foundation recognize that the County may need, in good faith, for reasons of public safety, public good, fire safety, or other public need, to utilize certain portions of the Premises for such purposes. In such event, the County shall provide to Foundation One Hundred Eighty (180) days written notice of any such intent to so utilize any such portion of the Premises. Such notice shall be in writing and shall include a reasonable description of the portion of the Premises to be so utilized. In making this determination as to which portion of the Premises County desires to utilize for such purposes, County shall take into consideration the importance of the continued operation of the annual Labor Day Fair Event to Foundation and the Intermountain community and will use its

best efforts to avoid the utilization of any portion of the Premises that will negatively affect the continued operation of the Annual Fair Event. In the event that Foundation disputes County's need for the designated portion of such Premises, Foundation shall object, in writing, within forty-five (45) days of the County's written notice. The County and Foundation shall use good faith efforts to resolve any dispute concerning County's intended use of such Premises. In the event that the County and Foundation are unable to do so, the matter shall be submitted to the Shasta County Board of Supervisors for final determination, subject to any appeal rights Foundation may have. To the extent County occupies any such portion of the Premises pursuant to this section, no compensation shall be due Foundation from County.

II. Section 3 and Subsection 3.1, **Term** of Section 3., **Term**, of the Agreement is in its entirety to read as follows:

3. **TERM**

3.1 Term The term of this amended agreement shall begin on the date the County executes this agreement and end on June 30, 2038.

III. The following shall be added as Section 9.8 and 9.9 to Section 9, **CONSTRUCTION OF IMPROVEMENTS; ALTERATIONS**, of the Agreement as follows:

9.8 Any written approval of County required by this section may be provided by the Shasta County Executive Officer

9.9 Infrastructure Maintenance and Funding Plan. Foundation shall prepare a twenty (20) year infrastructure maintenance and funding plan, to be administered in five (5) year increments. The plan shall identify the necessary infrastructure maintenance needed on the Property, the estimated cost of the necessary infrastructure maintenance, the schedule for initiation and completion of said infrastructure maintenance, a requirement that the infrastructure maintenance be designed and completed to all applicable legal standards, the proposed method of raising funds sufficient to pay for the infrastructure maintenance, and such other terms and conditions as deemed necessary by the County and Foundation. Additionally, the plan shall include periodic reviews as the parties may deem necessary and shall be updated at five (5) year intervals during the term of the Lease. The initial plan shall be submitted by Foundation to County within ninety (90) days from execution of this Agreement.

IV. Subsection 14.6 of Section 14, **ASSIGNMENT AND SUBLETTING** is added to read as follows:

14.6 County's Health and Human Services Agency WIC program may occupy rent-free office or building space on the Premises consistent with its existing tenancy, subject to a written rental agreement executed by Foundation and the County Executive Officer. The scope of use and occupancy shall be consistent with the present tenancy agreed to in writing between County and Foundation, and County shall pay its pro rata costs of utilities and internet services. Other programs agreed to in writing by County and Foundation may occupy other building space on the Premises under terms and conditions mutually agreeable to County and Foundation.

V. **REAFFIRMATION**

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

VI. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Foundation with respect to this Agreement..

VII. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective on the date it is executed by County.

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

COUNTY OF SHASTA

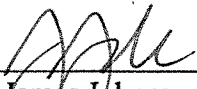
Date: _____

By: _____

Lawrence G. Lees
County Executive Officer

RISK MANAGEMENT APPROVAL

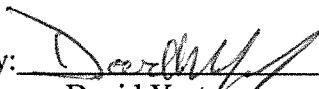
Date: _____

By:  06/07/18
James Johnson
Risk Management Analyst II

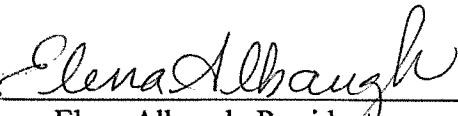
Approved as to form:

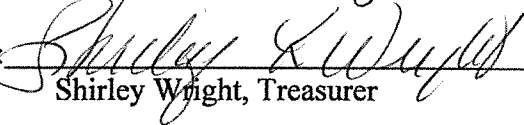
RUBIN E. CRUSE, JR
County Counsel

Date: 6/7/18

By: 
David Yorton
Senior Deputy County Counsel

**INTER-MOUNTAIN FAIR HERITAGE
FOUNDATION**

Date: June 1, 2018 By: 
Elena Albaugh, President

Date: June 5, 2018 By: 
Shirley Wright, Treasurer

27-0580334

Tax Identification Number

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

6/12/18 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

Approve the minutes of the meeting held on June 12, 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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June 12, 2018

1

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, June 12, 2018

REGULAR MEETING

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

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

County Executive Officer - Larry Lees
County Counsel - Rubin E. Cruse, Jr.
Administrative Board Clerk - Trisha Boss
Administrative Board Clerk - Kristin Gulling-Smith
Administrative Board Clerk - Darcey Prior

INVOCATION

Invocation was given by Chaplain Jeff Jones, Shasta County Public Safety Chaplaincy.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

PROCLAMATION

June 12, 2018

2

REDDING CITY IDENTITY PROJECT PROCLAMATION

At the recommendation of Supervisor Baugh, and by motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors adopted a proclamation which designated support for the Redding City Identity Project. Chamber of Commerce Chief Executive Officer Jake Mangas was present to accept the proclamation.

PROCLAMATION

AIRPORT DAY: JUNE 17, 2018

At the recommendation of Supervisor Rickert, and by motion made, seconded (Rickert/Moty), and unanimously carried, the Board of Supervisors adopted a proclamation which designated June 17, 2018, as Airport Day in Shasta County.

Sheriff Bosenko accepted the proclamation and addressed various events being held in Shasta County related to the recognition of Airport Day, including a breakfast event, static aircraft displays, and a flying demonstration. Flying Posse member Ross Jones thanked the Board for their support.

PRESENTATIONS

SHASTA COUNTY FILM COMMISSIONER

Shasta County Film Commissioner Sabrina Jurisich gave a presentation regarding updates on film projects in 2017 that have created revenue in Shasta County.

In response to questions by Supervisor Baugh, Ms. Jurisich stated that film clips are available on the website.

SMART BUSINESS RESOURCE CENTER

Smart Business Resource Center Executive Director Debbie DeCoito gave a presentation regarding activities provided at the Smart Business Resource Center.

In response to questions by Supervisor Rickert, Ms. DeCoito stated the Smart Business Resource Center provides all of the hardware and network support to the jail. They work with Anderson High School for the Software to make sure that it has all been updated.

In response to questions by Supervisor Kehoe, Ms. DeCoito gave a breakdown of their current budget. Currently the Smart Resource Center is running a 75-80 % job fulfillment rate.

PUBLIC COMMENT PERIOD - OPEN TIME

June 12, 2018

3

William Gilbert spoke regarding concerns with his interactions with Shasta County employees.

Monique Welin spoke regarding mental health issues and the need for collaboration between the City of Redding and Shasta County.

Tanner Mattson invited the Board of Supervisors to the Shasta County District Fair for a the Future Farmer of America Junior Livestock Auction.

ITEMS PULLED FROM CONSENT CALENDAR

Chairman Baugh noted that the item regarding a budget amendment in the Sheriff/Coroner budget had been pulled from the agenda by the department. Chairman Baugh noted that the item regarding an agreement for Transfer of Entitlement had been pulled for discussion.

CONSENT CALENDAR

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

Approved and authorized the Chairman to sign a no maximum compensation agreement with Megabyte Property Tax Systems, Inc., for the period July 1, 2018, through June 30, 2019, which includes: Monthly payments in the amount of \$15,578.93 to provide software and support; one annual advance payment in the amount of \$9,127.32 to provide Online Business Property Statement Filing module, support and maintenance; one advance payment in the amount of \$6,352.81 for web services and maintenance; and hourly rates pursuant to the agreement for as-needed emergency or on-site services. (Assessor-Recorder, Auditor-Controller, and Treasurer-Tax Collector/Public Administrator)

Approved and authorized the Chairman to sign the County Claims list in the amount of \$733, as submitted. (Auditor-Controller)

Approved the minutes of the meeting held on June 5, 2018, as submitted. (Clerk of the Board)

Approved and authorized the Chairman to sign an agreement with Exam Works Clinical Solutions, LLC in an amount not to exceed \$125,000 over the entire term of the agreement to

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provide Medicare Set Aside and State Children's Health Insurance Program reporting services for the period June 16, 2018, through June 15, 2019, with two automatic one-year renewals. (Support Services-Risk Management)

Approved and authorized the Chairman to sign a renewal agreement with Liebert Cassidy Whitmore in an amount not to exceed \$400,000 over the entire term of the agreement to provide labor relations and consultation services for the period July 1, 2018, through June 30, 2019, with two automatic one-year renewals. (Support Services-Personnel)

Approved and authorized the Chairman to sign a renewal agreement with Aurora Behavioral Healthcare – Santa Rosa, LLC in amount not to exceed \$250,000 per fiscal year to provide inpatient psychiatric hospitalization services for the period July 1, 2018, through June 30, 2021. (Health and Human Services Agency-Adult Services)

Adopted Resolution No. 2018-042 which appoints the District Attorney to act as the agent for Shasta County with authorization to conduct all negotiations, execute and submit all documents, including applications, agreements, amendments, and payment requests, including retroactive, for funding from the Victim Compensation and Government Claims Board for the operation of the Crime Victims Assistance Center Claims Grant Program that may be necessary for the verification and adjudication of claims for the unreimbursed financial losses of victims of crimes being administered (Agreement #VCGC 8062) by the District Attorney's Crime Victims' Assistance Center Claims Program for the period July 1, 2018, through June 30, 2021, for an annual grant award not to exceed \$398,192 for Fiscal Year 2018-2019, \$398,192 for Fiscal Year 2019-2020, and \$398,192 for Fiscal Year 2020-2021, for a three-year total not to exceed \$1,194,576. (District Attorney)

Approved and authorized the Chairman to sign a renewal Cooperative Fire Programs Fire Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) in an amount not to exceed \$4,584,129 to provide administration of the Shasta County Fire Department for the period July 1, 2018 through June 30, 2019. (County Service Area No. 1-County Fire, Administrative Office)

ACTION ON ITEMS PULLED FROM CONSENT CALENDAR

AGREEMENT: FEDERAL AVIATION ADMINISTRATION TRANSFER OF ENTITLEMENTS

In response to questions by Supervisor Rickert, Public Works Director Pat Minturn presented the staff report. In addition, Mr. Minturn explained the different projects and studies that have been done at the Fall River Mills Airport runway.

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In response to questions by Supervisor Kehoe, Mr. Minturn stated the total transfer of grant funds to the City of Redding has been approximately \$1.5 million over the last ten years. In addition, Mr. Minturn explained the fuel amenity issues that are faced in the area.

In response to questions by Supervisor Kehoe, Mr. Minturn explained offset of the loss by hanger rentals, general aviation support from the state, pad leases, and fuel sales. In addition, Mr. Minturn stated the amenities required for the airport. He is unable to quantify the benefits of having the airline.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an "Agreement for Transfer of Entitlements," Federal Aviation Administration Form 5100-110, directing \$150,000 in Fiscal Year 2015 airport development grant eligibility to Benton Airpark. (Public Works)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including the State approving the budget this week or thereafter. CEO Lees stated that the projected revenue is looking good at this point in the year. Next week begins the "gut and amend period," which will be watched closely to provide input on items that may affect Shasta County.

Supervisor Kehoe recently attended the Local Agency Formation Commission meeting and the Mental Health, Alcohol and Drug Advisory Board.

Supervisor Moty recently attended the Shasta Regional Transportation Agency meeting.

Supervisor Rickert recently attended the Local Agency Formation Commission meeting.

Supervisor Baugh recently attended the Local Agency Formation Commission meeting.

Supervisors reported on issues of countywide interest.

PUBLIC WORKS

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BID AWARD

OLD 44 DRIVE AT OAK RUN CREEK BRIDGE REPLACEMENT PROJECT

Public Works Director Pat Minturn presented the staff report. In addition, Mr. Minturn explained bidder Steelhead Construction, Inc. has protested the bid award. The protest has been reviewed with County Counsel and found not to be substantive. It was found that MCM Construction, Inc., has followed the rules and is a responsive and responsible bidder. Mr. Minturn requested approval of the staff recommendation.

At the recommendation of County Counsel Rubin Cruse, Senior Deputy County Counsel David Yorton confirmed he concurs with the information presented by Mr. Minturn.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisor took the following actions regarding the Old 44 Drive at Oak Run Creek Bridge Replacement Project: Denied the bid protest of Steelhead Constructors, Inc.; and awarded to the lowest responsive and responsible bidder, MCM Construction, Inc., on a unit cost basis, the contract for construction of the "Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project," Contract No. 705927, in the amount of \$1,924,366.

SCHEDULED HEARINGS

RESOURCE MANAGEMENT

ZONE AMENDMENT 16-003

ROACH-CARR (MILLVILLE AREA)

This is the time set aside to conduct a public hearing to consider Zone Amendment 16-003, Roch-Carr (Millville area).

Administrative Board Clerk Trisha Boss announced that no written correspondence regarding the proposed zone amendment had been received by the Clerk of the Board.

Resource Management Senior Planner Lio Salazar presented the staff report and requested approval of the staff recommendation.

In response to questions by Supervisor Kehoe, Mr. Salazar explained that Resource Management has considered and addressed the possible issues raised by the Department of Fish and Wildlife.

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

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By motion made, seconded (Rickert/Moty), and unanimously carried, the Board of Supervisors took the following actions regarding Zone Amendment 16-003, Roach-Carr (Millville area), which would rezone a 28.92 acre parcel on the north side of Oak Run Road at its intersection with Rim Rock Lane, approximately 3.4 miles north of Old 44 Drive from Unclassified (U) to Limited Residential (R-L) and Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10): Conducted a public hearing; closed the public hearing; adopted the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration with the findings as set forth in Planning Commission Resolution No. 2018-006; made the rezoning findings as set forth in Planning Commission Resolution No. 2018-006; and introduced, waive the reading of, and enacted Ordinance No. 378-2045 to amend the Zoning Plan of the County of Shasta, identified in Zone Amendment 16-003.

ZONE AMENDMENT 17-001

DEPARTMENT OF PUBLIC WORKS (SHINGLETOWN AREA)

This is the time set aside to conduct a public hearing to consider Zone Amendment 17-001, Department of Public Works (Shingletown area). Director of Resource Management Rick Simon presented the staff report. He offered a correction that the area was in District 5 not District 3.

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

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors took the following actions regarding Zone Amendment 17-001, Department of Public Works (Shingletown area), which would rezone a 6.5-acre parcel, approximately 0.96 miles from where One Hundred A3 Road intersects with One Hundred A Road from Public Facilities (PF) zone district to Timberland (TL) zone district: Conducted a public hearing; Closed the public hearing; Found the project to be categorically exempt from the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15061(b)(3) as set forth in Planning Commission Resolution No. 2018-009; made the rezoning findings as set forth in Planning Commission Resolution No. 2018-009; and introduced, waive the reading of, and enacted Ordinance No. 378-2046 to amend the Zoning Plan of the County of Shasta, identified in Zone Amendment 17-001.

CLOSED SESSION ANNOUNCEMENT

Chairman Baugh announced that Closed Session had been pulled from the agenda by the department.

10:29 a.m.: The Board of Supervisors adjourned.

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Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Agreement with Sabot Technologies, Inc.

DEPARTMENT: County Counsel

Supervisory District No. : All

DEPARTMENT CONTACT: James R. Ross, Assistant County Counsel (530) 225-5711

STAFF REPORT APPROVED BY: James R. Ross, Assistant County Counsel

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

RECOMMENDATION

Approve and authorize the County Executive Officer or his/her designee to execute an agreement, for the term and compensation listed in the agreement, with Sabot Technologies, Inc. for consulting services contingent upon approval of the Settlement Agreement by the Court in *Jewett, et al. v. County of Shasta, et al.*

SUMMARY

N/A

DISCUSSION

Pursuant to a negotiated settlement agreement in *Jewett, et al. v. County of Shasta, et al.*, following approval of the Settlement Agreement, the County of Shasta is obligated to enter into a contract with Sabot Technologies, Inc. to provide an assessment of the jail's compliance with the mobility and programmatic provisions of the Americans with Disabilities Act.

ALTERNATIVES

The Board could choose not to enter into the agreement which would result in the County being in breach of the Settlement Agreement. The Board could request that terms of the agreement be modified.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Funding for the agreement will come from public safety reserves. As applicable, a budget amendment in the Sheriff's Jail

budget will be processed at a later date. At this time, there is no additional General Fund impact associated with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Sabot Technologies	6/13/2018	Sabot Technologies

**AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
SABOT TECHNOLOGIES, INC.**

This agreement is entered into between the County of Shasta, through its Sheriff's Office, a political subdivision of the State of California ("County") and Sabot Technologies, Inc. ("Consultant") for the purpose providing Americans with Disabilities Act mobility consulting services in the jail (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

A. Inspection/Assessment of Jail Facilities and Written Report

1. Within ninety (90) days of commencement of this agreement, Sabot shall conduct a full site inspection and assessment of the jail facilities and prepare a written report of findings identifying those areas that do not comply with the Accessibility Standards in effect at the time of the expert review.
2. Sabot experts shall conduct an onsite inspection of the jail including all inmate accessible areas under the control of the Shasta County Sheriff's Office, as well as, the inmate accessible areas under the control of the California Forensic Medical Group (CFMG), the medical contractor for the Shasta County Jail, or its successor. The written report shall detail the current physical access barriers in the Jail for mobility disabled inmates and make detailed recommendations for removal and/or remediation of such barriers. The remediation recommendations shall meet all current standards provided for in the Federal and State Accessibility laws including the Americans with Disabilities Accessibility Guidelines (ADA) and Title 24 of the California Building Code. To the extent that any of the implementing regulations for the Federal and State Accessibility laws conflict, the written report will use the implementing regulation or policy that provides for the greatest level of accessibility.
3. As part of its evaluation and assessment, Sabot experts will interact with the County of Shasta, CFMG, or CFMG's successor that have contact with inmates.
4. As part of its evaluation and assessment, Sabot experts will observe the following jail processes, including and but not limited to: intake booking/screening, transportation, release, classification, inmate assignments, inmate education and programs, housing assignments, grievance, and recreation.
5. Prior to conducting a site visit, Sabot shall provide at least two weeks written notice to counsel for the Plaintiff class ("Class Counsel") in Jewett, et al. v. County of Shasta, et al. (Case No. 2:13-cv-0882 MCE AC (PC) ("Jewett")). For purposes of this agreement "Plaintiff Class" refers to the class certified in Jewett.

B. Assessment of Policies and Procedures Re Programmatic Access

1. Within ninety (90) days of commencement of this agreement, Sabot will conduct a detailed review and assessment of all the Shasta County Sheriff's Office, CFMG, or CFMG's successor's, policies, procedures, regulations, post orders, and duty statements related to the Shasta County Jail operations and that relate to mobility disability access and make recommendations to County for modifications that will allow Plaintiff Class members to have and continue to have access to all the same programming (including but not limited to vocational training, education, and work programs) that non-mobility disabled inmates have access to in the County's jail facilities.
2. As part of this review and assessment, Sabot will interact with and interview sworn staff and non-sworn staff that currently work for the County, current CFMG medical, mental health, and dental management and staff, CFMG's successor, if any, contractors that provide services to inmates, and inmates.
3. Sabot shall prepare a written report detailing all findings and recommendations for modifications, supplements, or new County, CFMG, or other contractor policies, procedures, regulations, post orders, and duty statements.

C. ADA Bill of Rights Leaflet

County shall prepare an ADA Bill of Rights leaflet and provide it to Sabot for review and comment within thirty (30) days commencement of this agreement. Sabot shall review and provide comments on the draft ADA Bill of Rights leaflet provided to Sabot within ninety (90) days of final approval of the parties' settlement agreement. This leaflet will advise Plaintiff class members of their rights under the relevant federal and state accessibility laws. The leaflet will contain a summary of class members' rights under the Accessibility Laws, the grievance process as it relates to ADA grievances, the appeal process for ADA grievances, and how to contact the ADA coordinator.

D. System for Identifying and Tracking Inmates with Disabilities

Sabot shall advise the County in obtaining or designing and implementing a system for identifying and tracking all inmates with mobility disabilities within six (6) months of the final approval of the parties' settlement agreement. The system shall also track the reasonable accommodations necessary for qualified inmates with mobility disabilities to participate in programs, services, and activities offered at the County's jail facilities.

E. Monitoring and Progress Reports

1. Until two (2) years after the completion of all barrier removals identified in Sabot's initial written expert report, Sabot will continue to monitor the County's compliance with such barrier removal and related policy, procedure, regulatory, screening and identification, grievances, post order, and duty statement changes.

2. Sabot shall review the County's architectural drawings and plans for construction or physical alterations within the County's jail facilities prior to approval/ implementation by the County. Sabot shall also review plans and specifications to be included in related job bid packages prior to the time the County schedules to accept bids. Assuming these plans are provided at least sixty (60) days prior to implementation, Sabot shall complete its review and provide any comments to the County within twenty-one (21) days from receipt of the plans. Upon mutual agreement, additional time may be granted in County's sole discretion which shall not be unreasonably withheld.
3. Unless otherwise agreed to by the County and Class Counsel and starting no later than four (4) months after completion of Sabot's initial written report, Sabot will conduct on-site inspections of completed work every four (4) months. Sabot may conduct additional inspections if it so deems necessary. Sabot shall provide Class Counsel with two weeks written notice prior to any site visit.
4. Sabot will provide the parties with a written report on the County's compliance with the terms of the Settlement Agreement every four (4) months. The first written report on the County's compliance shall be issued no later than four (4) months from the completion of Sabot's initial written expert report. A draft of the report will be provided to the parties fourteen (14) days before issuing the report, giving the parties an opportunity to comment before the report is finalized. If agreed to by County and Class Counsel, Consultant may have up to an additional seven (7) days to finalize the report after receipt of comments from either County or Class Counsel.
5. If agreed to by County and Class Counsel, the timing requirements for production of any written report prepared pursuant to this agreement may be accelerated or delayed.

F. Applicable Accessibility Standards

In making recommendations or reports pursuant to this agreement, to the extent any of the regulations making up the Accessibility Standards have conflicting technical specifications for the Jail, Consultant shall use the implementing regulation or policy that provides for the greatest level of accessibility and benefit to the Class. The Consultant shall, but is not required to, only recommend a less restrictive or accessible regulation or policy if a competing regulation or policy is not possible to implement, as long as that regulation or policy is in compliance with the Accessibility Standards.

G. Cost Effectiveness

In making its recommendations or reports pursuant to this agreement, Consultant shall make every effort to recommend the most cost effective and or efficient methods of achieving the accessibility standards set forth in this agreement.

H. Consultant's Cooperation

Consultant shall make reasonable attempts to minimize disruption of jail operations during the course of performing its services pursuant to this agreement. Consultant shall comply with any reasonable security precautions or directives of County and its staff. Nothing in this paragraph is intended to unreasonably limit Consultant's access to staff and/or inmates as provided for elsewhere in this agreement.

I. Government Code Reporting Requirements

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 compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid at the following rates rounded up to the nearest quarter hour for the services described in this agreement:

Project Manager	\$225/hr
Senior Consultant	\$150/hr
Architect	\$225/hr
Technical Writer	\$125/hr

- B. Consultant shall be reimbursed for actual expenses incurred. Actual expenses include airfare, hotel, meals, rental car, gas, document copying, postage, mileage, and other miscellaneous costs associated with this contract. Sabot shall provide receipts for all actual expenses incurred.
- C. For the initial assessment services, described in subsections A. through D. of Section 1 of this agreement, the maximum amount of compensation and expenses paid to Consultant shall not exceed \$68,000.
- D. For the monitoring and progress report services provided for in subsection E. of Section 1 of this agreement the maximum amount of compensation and expenses paid to Consultant shall not exceed \$376,700.00.

Section 4. BILLING AND PAYMENT.

Consultant shall submit to Shasta County Sheriff's Office, 300 Park Marina, Redding, CA 96001, a monthly statement of services rendered and costs incurred accompanied by copies of any receipts by the twentieth day of each month for services rendered the preceding month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

Section 5. TERM OF AGREEMENT.

- A. This agreement shall commence as of the last date it has been signed by both Parties and shall end the earlier of: (1) two (2) years after removal and/or remediation of the physical barriers in the jail as identified by Consultant its report prepared pursuant to subsections A. through D. of Section 1 of this agreement; or (2) five years from the date of commencement.
- B. Notwithstanding the previous paragraph, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the 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 the County's responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

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

- 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. Amendments to this agreement may be executed by the County's Executive Officer, including retroactive, provided the amendment does not result in an increase in the maximum compensation of more than \$25,000, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

County is to 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 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, 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. Consultant and its members, officers, and employees who travel to and from the County of Shasta to provide services pursuant to this agreement shall provide evidence of automobile insurance which is satisfactory to 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 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

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.

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: Lawrence G. Lees
County Executive Officer
County of Shasta County
1450 Court Street, Room 332
Redding, CA 96001

Copy to Sheriff: Sheriff Tom Bosenko
Sheriff's Office
300 Park Marina Circle
Redding, CA 96001

If to Consultant: Mike Brady, Principal
Sabot Technologies, Inc.
101 Parkshore Drive
Folsom, CA 95630

Copies to: Sheriff Tom Bosenko
Shasta County Sheriff's Office
300 Park Marina
Redding, CA 96001

- 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.
- A. 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 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. 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. Both Parties agree that this section shall not apply to communications with Class Counsel that are reasonably related to the services provided pursuant to this agreement or that are not prohibited by law from disclosure to a third party. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 24. CONFIDENTIALITY OF PATIENT INFORMATION.

Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 25. AGREEMENT EXECUTION:

This agreement may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

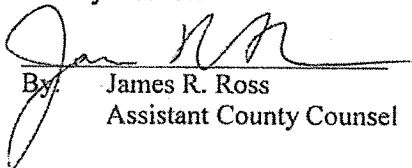
IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

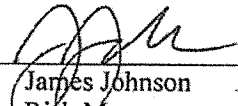
Date: _____

LAWRENCE G. LEES
COUNTY EXECUTIVE OFFICER
COUNTY OF SHASTA
STATE OF CALIFORNIA

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

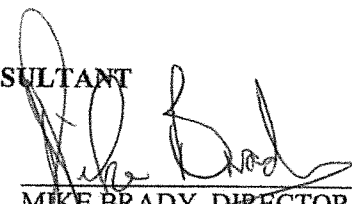
By: 
James R. Ross
Assistant County Counsel

RISK MANAGEMENT APPROVAL

By: 
James Johnson
Risk Management-Liability & Loss
Prevention Risk Management Analyst III

Date: 6-12-2018

CONSULTANT

By: 
MIKE BRADY, DIRECTOR
SABOT CONSULTING

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Health and Human Services-4.

SUBJECT:

Renewal agreement with Shasta Women's Refuge, Inc. dba One Safe Place.

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 a renewal agreement with Shasta Women's Refuge, Inc. dba One Safe Place, in an amount not to exceed \$161,817 to provide domestic violence prevention and intervention services for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

SUMMARY

The renewal agreement will allow Shasta Women's Refuge, Inc. dba One Safe Place (OSP) to continue to provide domestic violence prevention and intervention services to clients of the Health and Human Services Agency (HHSA), Children's Services Branch. Through this agreement, OSP will assist HHSA in identifying, evaluating and addressing domestic violence issues with HHSA clients and their case plans, as well as offer temporary shelter for youth on an emergency basis.

DISCUSSION

Services provided by this agreement help to reduce the recurrence of domestic violence in families served by HHSA's Children's Services Branch (CS). These services include:

- Domestic violence crisis counseling to CS clients as requested;
- Consultation and support to parents and caretakers regarding the effects of domestic violence;
- Referrals and information on domestic violence resources for CS clients;
- Staffing of CS client cases with CS staff where domestic violence is present;
- Consultation with CS staff regarding domestic violence issues;
- Discovery Group educational classes available continuously;
- Liaison staff between CS and OSP; and

- Provision of up to two onsite trainings for CS staff to increase awareness of domestic violence and its effects on children.

This agreement provides funds for OSP staffing, the provision of training and educational materials, and emergency short term temporary shelter for CS youth while CS staff works to locate appropriate placement. Temporary shelter costs will be paid only as needed, at the rate of \$30 per night per child.

OSP will track Discovery Group attendance and participation, the number of clients graduating from the Discovery Group series, client increase in protective factors, and any subsequent return to the domestic violence program, which will assist with the on-going effort of decreasing the occurrences of domestic violence within our community.

OSP was selected to provide these services because they are the only entity in the County that provides full-scope domestic violence services. Domestic violence services such as, but not limited to home visits, education, court advocacy, and Discovery Group were provided in FY2015/16 to 127 clients; in FY2016/17 to 122 clients; and for FY2017/18 through April of 2018 to 212 clients. Of the clients that graduated from the Discovery Group, 93% in FY2015/16 and 92% in FY2016/17 completed the Protective Factors Survey and showed an increase in the mean post-test score for knowledge of parenting and child development.

This agreement would also authorize the HHSA Director or designated Branch Director to approve amendments to the agreement to approve increases to the budget or budget line shifts not to exceed 10% and that do not cause an increase to the maximum amount payable under this agreement, provided 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).

The U.S. Office of Management and Budget (OMB) Circular A-133 requires awarding entities to determine whether an arrangement resulting from a particular award that the awarding entity makes to another organization creates a Subrecipient or vendor relationship between the awarding entity and that organization. OSP has been identified as a Subrecipient which has resulted in a modified agreement format.

ALTERNATIVES

The Board may choose not to approve this agreement or to approve with modified terms or funding levels.

OTHER AGENCY INVOLVEMENT

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

FINANCING

This agreement is funded through the Promoting Safe and Stable Families Federal Allocation and Child Welfare Realignment. These appropriations and expenditures are included in the HHSA FY 2018-19 Recommended Budget. Additional appropriations and expenditures will be included in future year budget requests. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Shasta Women's Refuge, Inc. dba One Safe Place Renewal Agreement	6/5/2018	Shasta Women's Refuge, Inc. dba One Safe Place Renewal Agreement

**SUBAWARD AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
SHASTA WOMEN'S REFUGE, INC. DBA ONE SAFE PLACE**

This subaward ("Subaward") 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 Shasta Women's Refuge, Inc., dba One Safe Place, a California corporation ("Subrecipient"), (collectively, the "Parties" and individually a "Party") for the provision of Domestic Violence Prevention and Intervention Services.

Section 1. DEFINITIONS.

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

Case Plan means a plan developed by a County Social Worker that addresses child welfare issues with respect to a Referred Individual/Family.

Discovery Group means a ten-week, two-hour per week, domestic violence education series and support group.

Multi-Disciplinary Team means, in accordance with Welfare and Institutions Code section 18961.7, County may establish a child abuse multi-disciplinary team to allow provider agencies to share confidential information in order for provider agencies to investigate reports of suspected child abuse or neglect or for the purpose of child welfare agencies making a detention determination.

Referred Individual/Family ("Client") means an individual or family with a child or children, who are referred by the County to the Subrecipient for the provision of services pursuant to this Subaward.

Safety Plan means a written plan for a Referred Individual/Family and their children to protect them from domestic violence and to help them safely escape from domestic violence.

Strengthening Families Protective Factors ("Protective Factors") means the foundational factors of the Strengthening Families approach. The Center for the Study of Social Policy research supports that the likelihood of child abuse and neglect diminishes when the Protective Factors are present and robust in a family. The five Protective Factors are:

- (1) Parental Resilience – The ability to cope with and bounce back from all types of challenges.
- (2) Social Connections – Friends, family members, neighbors, and other members of a community who provide emotional support and concrete assistance to parents.

- (3) Knowledge of Parenting and Child Development – Accurate information about raising young children, appropriate expectations for their behavior, and knowledge of alternative discipline techniques.
- (4) Concrete Supports in Times of Need – Financial security to cover day-to-day expenses and unexpected costs; formal supports like Temporary Assistance to Needy Families (TANF), Medicaid, and job training; informal support from social networks.
- (5) Children's Social and Emotional Competence – A child's ability to interact positively with others and communicate his or her emotions effectively.

Subrecipient means a non-federal entity receiving a subaward from a pass-through entity to carry out part of a federal program.

Section 2. RESPONSIBILITIES OF SUBRECIPIENT.

A. Services.

Pursuant to the terms and conditions of this Subaward, Subrecipient shall:

- (1) Comply with **SUBAWARD COMPLIANCE** requirements herein attached and incorporated as **EXHIBIT B**.
- (2) Participate in non-client specific consultation with County's Children's Services (CS) social workers on site at the CS office regarding available resources and domestic violence services.
- (3) Possess, maintain, and provide services based on a working knowledge of the Strengthening Families approach – a comprehensive understanding of the issues related to reducing child abuse and neglect through increasing the five Protective Factors.
- (4) Provide Clients information on the domestic violence services available pursuant to this Subaward.
- (5) For each Client who has signed a County **RELEASE OF INFORMATION** attached and incorporated herein as **EXHIBIT G**, provide, or make available, the following services:
 - a. A **WRITTEN CLIENT ASSESSMENT** attached and incorporates herein as **EXHIBIT D**, of the need for, and scope of, services to be provided to Client pursuant to this Subaward. This assessment shall include, but shall not be limited to, one or more face-to-face meetings with each Client, in order to ascertain and assess the problems and needs of the Client as they relate to domestic violence services.

- b. Provide the Discovery Group continuously on site at the CS office or other location as agreed to by CS without lapse unless approved by County and upon conclusion of each series complete with all participating Clients:
 - i. The retrospective strengthening families **PROTECTIVE FACTORS SURVEY**, attached and incorporated herein as **EXHIBIT C**; and
 - ii. The **DISCOVERY GROUP CLASS EVALUATION**, attached and incorporated herein as **EXHIBIT E**.
- c. Counseling and education to Clients with respect to the effects of domestic violence on children to:
 - i. Instill in each Client an understanding of the dynamics and issues pertaining to domestic violence; and
 - ii. Instill an awareness of the harmful effects of domestic violence on the child(ren) of the Client and build positive family skills/relationships to prevent the reoccurrence of exposure to domestic violence.
 - iii. Assist the Client with the following to include but not be limited to:
 - 1. Analyze and better understand the Client's circumstances with respect to domestic violence, select methods of problem-solving, identifying goals, and exploring alternative behavior; and
 - 2. Obtain knowledge related to domestic violence, and assist the Client in the development of skills to protect against, and address the consequences of domestic violence.
 - iv. Upon third meeting with Client obtain a completed Protective Factors Survey.
- d. Domestic violence crisis counseling as requested by CS or by the Client to intervene and stabilize the crisis and to achieve a Safety Plan.
- e. Provide intervention services to enable the Client to provide a home that is physically safe, supportive of and encourages positive childhood growth and development, and works to prevent the risk of child maltreatment.

- f. Provide information concerning domestic violence resources and referrals to services provided by community based organizations as Subrecipient determines is needed including but not limited to:
 - i. Mediation;
 - ii. Group counseling;
 - iii. Direct assistance (food/clothing/safe housing);
 - iv. Legal services;
 - v. Adult counseling; and
 - vi. Child counseling.
 - g. Formulation of a Safety Plan with Client and CS social worker.
- (6) Assist CS staff and Clients in monitoring Safety Plans formulated for each Client.
- (7) Attend CS staff meetings as required and directed by County.
- (8) Work with CS staff to provide:
- a. In partnership with CS staff, for a monthly average of 16 hours per week, participate in direct Client contact in Client's homes or other location as determined by CS staff responding to referrals of domestic violence in which children were present.
 - b. Collaborate and share professional knowledge, expertise, and judgment with respect to domestic violence to:
 - i. Identify effective strategies for working with each Client to resolve the domestic violence issues of that Client; and
 - ii. To solve specific domestic violence issues that Subrecipient and CS staff have identified with respect to each Client including but not limited to:
 - 1. Participation with CS staff in a home visit or other location as determined by CS staff; and
 - 2. Participation in multi-disciplinary team safety meetings.
- a) Reviewing, evaluating and directing referrals with CS; and

b) Assistance with the development and coordination of the CS Case Plan for each Client.

- (9) Designate and provide a domestic violence specialist ("Liaison") as a Liaison between CS staff and Subrecipient's staff. The Liaison shall coordinate information gathering and access to services between CS, Subrecipient, and other agencies that provide domestic violence services for the purpose of increasing child and family safety.
- (10) Provide to CS brochures, pamphlets, posters, and other educational materials pertinent to the prevention and amelioration of the effects of domestic violence as deemed appropriate by Subrecipient and CS.
- (11) Assure that the Liaison and other Subrecipient staff attend and participate in CS meetings and trainings related to child welfare as directed by CS.
- (12) Support and encourage each Client to work with the assigned CS social worker(s) to complete the Case Plan for the Client.
- (13) Semi-annually provide 90-minute on site trainings to CS social workers designed to increase awareness of the scope and dynamics of domestic violence and its effects on children.
- (14) Provide short term overnight emergency shelter care in Subrecipient's family housing facility on an as needed basis for CS child(ren). Children in short term emergency shelter shall meet the requirements outlined in the **SHELTER INTAKE, CONFIDENTIALITY AND SHELTER AGREEMENT, EXHIBIT H**, attached and incorporated herein.
 - a. Child(ren) will be accompanied and supervised by a CS staff person while child(ren) is/are located in Subrecipient's family housing facility, and while CS is assessing and locating permanent placement.
 - b. For the purposes of this Subaward, short term overnight emergency shelter care means a minimum stay of one hour outside normal business hours to include:
 - i. Between the hours of 5 p.m. and 8 a.m. Monday through Friday;
 - ii. Between the hours of 5 p.m. Friday and 8 a.m. Monday; and
 - iii. Holidays.

B. As required by Government Code section 7550, each document or report prepared by Subrecipient for or under the direction of County pursuant to this Subaward shall contain the numbers and dollar amount of this Subaward and all subcontracts under this Subaward relating to the preparation of the document or written report. If

multiple documents or written reports are prepared pursuant to this Subaward or subcontracts, the disclosure section may also contain a statement indicating that the total Subaward amount represents compensation for multiple documents or written reports. Subrecipient shall label the bottom of the last page of the document or report as follows: department name, Subaward number, and dollar amount. If more than one document or report is produced under this Subaward, Subrecipient shall add: "This [document or report] is one of [number] produced under this Subaward."

- C. Promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Subrecipient shall provide a copy of Subrecipient's Grievance Procedures to County for review and approval prior to providing services pursuant to this Subaward. Subrecipient shall report all client grievances, and the nature thereof, in writing to the County's Health and Human Services Agency (HHSA), Children's Services Branch Director (Branch Director) within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Subrecipient shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.
- D. Take reasonable steps to prevent the illegal use of Subaward funds. Subrecipient agrees to notify County of any suspected illegal use of Subaward funds. Subrecipient shall meet with County or its delegate for consultation when there is suspected illegal use of funds.
- E. Ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this Subaward receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- F. Acknowledge the funding source of all activities undertaken pursuant to this Subaward 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."
- G. **Reporting.**
 - (1) Submit the **QUARTERLY REPORT**, attached and incorporated herein as **EXHIBIT F** to CSContracts@co.shasta.ca.us no later than October 20th, January 20th, April 20th, and July 20th, for the preceding three-month period or fraction thereof.
 - (2) Submit Strengthening Families Protective Factors Survey and Discovery Group Evaluations completed by Clients no later than October 20th, January 20th, April 20th, and July 20th, for the preceding three-month

period or fraction thereof.

- (3) Provide the following monthly reports electronically in Excel format as provided by County to CSContracts@co.shasta.ca.us by the 10th of each month for the preceding month or fraction thereof.
 - a. **CLIENT ACTIVITY REPORT**, attached and incorporated herein as **EXHIBIT I**;
 - b. **DISCOVERY GROUP ACTIVITY REPORT**, attached and incorporated herein as **EXHIBIT J**; and
 - c. **EMERGENCY SHELTER REPORT**, attached and incorporated herein as **EXHIBIT K**.

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Provide Subrecipient with non-exclusive workspace at the CS Office, which includes a desk, chair, computer, and telephone. County shall also provide Subrecipient with office supplies as approved in advance by CS.
- B. Provide Subrecipient information regarding confidentiality requirements for multi-disciplinary teams in accordance with Welfare and Institutions Code section 18961.7.
- C. To the extent consistent with applicable law, maintain the confidentiality of Client information.
- D. Have the right, in its sole discretion, to refuse or terminate any placement of Subrecipient staff at County location(s) for the purpose of providing services under the terms of the Subaward who in County's judgment, is not providing satisfactory services under the Subaward or for any reason deemed appropriate by County.
- E. Not be obligated or required to accept any Subrecipient staff at any particular County location(s) and does not guarantee acceptance or the maintaining of any specific number of Subrecipient staff to be placed at any County location for the provision of services under this Subaward.
- F. Compensate Subrecipient as prescribed in Sections 4 and 5 of this Subaward.
- G. Monitor the Subrecipient performance to assure compliance with the terms, conditions and specifications of the Subaward.

Section 4. COMPENSATION.

- A.** In accordance with the **BUDGET** herein attached and incorporated as **EXHIBIT A** of this Subaward, County shall pay to Subrecipient \$49,035 per fiscal year for all costs in accordance with 2 CFR 200, Subpart E and 45 CFR 75, Subpart E, for satisfactorily providing services pursuant to this Subaward. For the purposes of this Subaward, the County fiscal year commences on July 1 and ends on June 30 of the following year.
- B.** In no event shall the maximum amount payable under this Subaward exceed \$161,817.
- C.** Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.
- D.** Subrecipient's violation or breach of Subaward terms may result in fiscal penalties, withholding of compensation, or termination of this Subaward.

Section 5. BILLING AND PAYMENT.

- A.** Subrecipient shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered the preceding month, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of Subrecipient's business for services rendered and costs incurred, and receipts. County shall pay Subrecipient within 30 days of receipt of Subrecipient's correct and approved statement or invoice for services rendered and costs incurred. For the purposes of compensation in accordance with the Budget, the following shall apply:

(1) Direct Costs.

- (a)** Wages and Benefits related to the program or services provided pursuant to this Subaward shall be directly charged by itemizing name, title of staff, rate of pay per time period, number of time periods, and total for the month.
- (b)** Operating expenses and equipment that are directly attributable to the program or services provided pursuant to this Subaward shall be directly charged at actual cost.

(2) Indirect Costs.

Indirect costs related to the program or services provided pursuant to this Subaward that cannot be specifically attributable to a particular aspect of the program or services provided pursuant to this Subaward, shall be billed not to exceed 10% of wages in accordance with 2 CFR 200, Subpart E and

45 CFR 75, Subpart E.

(3) Capital Assets.

For the purposes of this Subaward, a "Capital Asset" is property, other than real property, that is: (1) tangible in nature; (2) has an extended useful life of at least one year; (3) is not a repair part or supply; and (4) has, at the time of acquisition, a value of at least \$5,000. Capital Asset purchases or capital expenditures of \$5,000 or more to be made with Subaward funds require the prior written approval of County. In addition, all Capital Assets, capital expenditures, and all other property and services purchased with Subaward funds, shall be procured specifically for this Subaward and shall benefit Domestic Violence Prevention and Intervention services exclusively. Subrecipient shall maintain, and submit to County every three months during the term of this Subaward and upon termination, expiration, or cancellation of this Subaward, a detailed list of Capital Assets purchased with Subaward funds. All Capital Assets purchased with Subaward funds, are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this Subaward, demand the return of any Capital Asset purchased with Subaward funds. County shall, within 60 days of the termination, expiration, or cancellation of this Subaward, exercise its option to demand return of any Capital Asset purchased with Subaward funds. Subrecipient shall, at Subrecipient's sole expense, within 10 days of County's demand, return all Capital Assets demanded by County.

(4) Computers and Computer Related Equipment.

Pursuant to Federal and State Regulations, the State of California Health and Human Services Data Center (HHSDC) must pre-approve any computer(s) or computer-related equipment (including software) purchases. Subrecipient shall submit a written request to County before purchasing any computer(s) or computer-related equipment (including software) with Subaward funds. County shall seek approval from the HHSDC and notify Subrecipient of the results in a timely manner. Subrecipient shall maintain, and submit to County every three months during the term of this Subaward and upon termination, expiration, or cancellation of this Subaward, a detailed list of any computer(s) or computer-related equipment (including software) purchased with Subaward funds. Any computer(s) or computer-related equipment (including software) purchased with Subaward funds are the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this Subaward, demand the return of any computer(s) or computer-related equipment (including software), purchased with Subaward funds. County shall, within 60 days of the termination, expiration, or cancellation of this Subaward, exercise its option to demand return of any computer(s) or computer-related equipment (including software), purchased with Subaward funds. Subrecipient shall, at Subrecipient's sole expense, within 10 days of County's demand, return

any computer(s) or computer-related equipment (including software) demanded by County.

- B. Compensation under this Subaward shall be reduced by Applicable Subrecipient Revenues. The term "Applicable Subrecipient 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 Subrecipient's compensation under this Subaward (such as, but not limited to: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds and adjustments of overpayment, or other erroneous charges). To the extent that Applicable Subrecipient Revenues, accruing or received by Subrecipient relate to allowable costs, they shall be credited to County either as a reduction in compensation, a cost reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any cost claimed by Subrecipient, Subrecipient shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- D. The provisions of this Section 5 shall survive the termination, expiration, or cancellation of this Subaward

Section 6. TERM OF SUBAWARD.

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

Section 7. TERMINATION OF SUBAWARD.

- A. If Subrecipient materially fails to perform Subrecipient's responsibilities under this Subaward to the satisfaction of County, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipient's responsibilities under this Subaward, or if Subrecipient violates any of the terms or provisions of this Subaward, then County shall have the right to terminate this Subaward effective immediately upon the County giving written notice thereof to Subrecipient. If termination for cause is given by County to Subrecipient and it is later determined by County that

Subrecipient was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

- B. Either Party may terminate this Subaward without cause on 30 days' written notice.
- C. County may terminate this Subaward immediately upon oral notice should funding cease or be materially decreased during the term of this Subaward.
- D. County may terminate this Subaward immediately upon oral notice should either Party not be able to comply with the obligations of this Subaward due to any material cause which is beyond the reasonable control of either Party, 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 Subrecipient's control.
- E. County's right to terminate this Subaward may be exercised by the Shasta County HHSA Director, any HHSA Branch Director designated by the HHSA Director.
- F. Should this Subaward be terminated, Subrecipient shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Subaward.
- G. If this Subaward is terminated, Subrecipient shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE SUBAWARD; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This Subaward supersedes all previous Subawards relating to the subject of this Subaward and constitutes the entire understanding of the Parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Subaward, Subrecipient relies solely upon the provisions contained in this Subaward and no others.
- B. No changes, amendments or alterations to this Subaward shall be effective unless in writing and signed by both Parties. However, minor amendments and amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this Subaward, and increases to the Budget, as listed in Exhibit C, of this Subaward or budget line shifts not to exceed 10% that do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Subrecipient and the Director, or any HHSA Branch Director designated by the Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the

Shasta County Contracts Manual (Administrative Policy 6-101).

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

Section 9. NONASSIGNMENT OF SUBAWARD; NON-WAIVER.

Inasmuch as this Subaward is intended to secure the specialized services of Subrecipient, Subrecipient may not subcontract, 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 Subaward shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF SUBRECIPIENT.

Subrecipient shall, during the entire term of this Subaward, be construed to be an independent contractor, and nothing in this Subaward 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 Subrecipient performs the work or services that are the subject matter of this Subaward; provided, however, that the work or services to be provided by Subrecipient 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. Subrecipient 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 Subrecipient were a County employee. County shall not be liable for deductions for any amount for any purpose from Subrecipient's compensation. Subrecipient shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Subrecipient be eligible for any other County benefit. Subrecipient must issue W-2 and 941 Forms for income and employment tax purposes, for all of Subrecipient's assigned personnel under the terms and conditions of this Subaward.

Section 11. INDEMNIFICATION.

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

Section 12. INSURANCE COVERAGE.

- A.** Without limiting Subrecipient's duties of defense and indemnification, Subrecipient 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 Subaward 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.** Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipient's partner(s), subcontractor's partner(s), Subrecipient'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 Subrecipient 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 Subaward. Subrecipient hereby certifies that Subrecipient 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 Subrecipient shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Subaward.
- C.** Subrecipient 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.** Subrecipient 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 Subrecipient pursuant to this Subaward.

E. With regard to all insurance coverage required by this Subaward:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Subaward.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Subrecipient or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Subaward and continue coverage for a period of three years after the expiration of this Subaward and any extensions thereof. In lieu of maintaining post-Subaward Agreement expiration coverage as specified above, Subrecipient 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 Subaward.
- (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 Subaward 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) Subrecipient shall provide County with an endorsement or amendment to Subrecipient’s policy of insurance as evidence of insurance protection before the effective date of this Subaward.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this Subaward. In the event any insurance coverage expires at any time during the term of this Subaward, Subrecipient 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 Subaward or for a period of not less than one year. In the event Subrecipient 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 Subaward, County may, in addition to any other remedies it may have, terminate this Subaward 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, Subrecipient shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Subrecipient’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefits of County.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Subrecipient’s performance under this Subaward and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Subrecipient 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 Subaward.
- B. Subrecipient 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. Subrecipient shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Subrecipient shall:

- (1) Require each of Subrecipient's employees, volunteers, Subrecipients, subcontractors, and agents performing services under this Subaward mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of child abuse or neglect even when Subrecipient's employees, volunteers, Subrecipients, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- D.** Subrecipient shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by section 15630 of the Welfare and Institutions Code. In addition, Subrecipient shall:
- (1) Require each of Subrecipient's employees, volunteers, Subrecipients, subcontractors, and agents performing services under this Subaward mandated by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Subrecipient's employees, volunteers, Subrecipients, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.
- E.** Any dispute between the Parties, and the interpretation of this Subaward, 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.** Subrecipient 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 Subaward.
- B.** Subrecipient 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.** Subrecipient shall comply with mandatory standards and policies as required by Executive Order 112476, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor

regulations (41 C.F.R., Part 60).

- D. Subrecipient 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).
- E. No funds or compensation received by Subrecipient under this Subaward shall be used by Subrecipient for sectarian worship, instruction, or proselytization. No funds or compensation received by Subrecipient under this Subaward shall be used to provide direct, immediate, or substantial support to any religious activity.
- F. In addition to any other provisions of this Subaward, Subrecipient shall be solely responsible for any and all damages caused, and/or penalties levied, as the results of Subrecipient's noncompliance with the provisions of this section.

Section 15. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS.

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

Section 16. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Subaward for the purpose of auditing or examining the activities of Subrecipient or County. Except where longer retention is required by federal or state law, Subrecipient shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this Subaward.
- B. Subrecipient 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 Subaward. Subrecipient shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this Subaward. 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 Subaward.
- C. Subrecipient 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 Subaward. Subrecipient agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this Subaward if evidence exists of less than full

compliance with this Subaward including, but not limited to, exercising a right of set-off against any compensation payable to Subrecipient.

Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

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

Section 18. LICENSES AND PERMITS.

Subrecipient, and Subrecipient's officers, employees, agents performing the work or services required by this Subaward, 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 Subaward and constitutes grounds for the termination of this Subaward by County.

Section 19. PERFORMANCE STANDARDS.

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

Section 20. CONFLICTS OF INTEREST.

Subrecipient and Subrecipient'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 Subaward.

Section 21. NOTICES.

- A. Except as provided in Section 7.C. and 7.D. of this Subaward (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this Subaward 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
Children's Services Branch
Attn: Contracts Unit
1313 Yuba Street
Redding, CA 96001
Ph: (530) 225-5757
Fx: (530) 225-5190

If to Subrecipient: Director
Shasta Women's Refuge, Inc. dba
One Safe Place
PO Box 991060
Redding, CA 96099-1060
Ph: (530) 244-0118
Fx: (530) 244-9134

- B. Any oral notice authorized by this Subaward shall be given to the persons specified in Section 21.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Subaward, any written or oral notices on behalf of the County as provided for in this Subaward may be executed and/or exercised by the County Executive Officer.

Section 22. SUBAWARD PREPARATION.

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

Section 23. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 24. PROPERTY TAXES.

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

Section 25. SEVERABILITY.

If any portion of this Subaward 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 Subaward, 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 Subaward are severable.

Section 26. 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 the Subrecipient 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 Subrecipient or its subsidiaries.

Section 27. CONFIDENTIALITY

During the term of this Subaward, 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 Subaward.

Section 28. CONFIDENTIALITY OF CLIENT INFORMATION.

All information and records obtained in the course of providing services under this Subaward shall be confidential, and Subrecipient and all of Subrecipient employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of client information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Subaward shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this Subaward.

Section 29. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this Subaward shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this Subaward. County

may use such work products for any purpose whatsoever. All works produced under this Subaward shall be deemed works produced by a Subrecipient 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 Subaward, Subrecipient shall retain all of Subrecipient's rights in Subrecipient's own proprietary information, including, without limitation, Subrecipient's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Subrecipient prior to, or acquired by Subrecipient during the performance of this Subaward and Subrecipient shall not be restricted in any way with respect thereto.

Section 30. USE OF COUNTY PROPERTY.

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

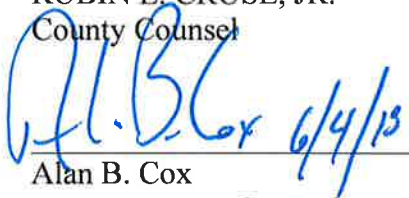
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel



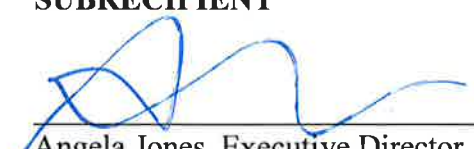
Alan B. Cox
Deputy County Counsel



James Johnson
Risk Management Analyst

SUBRECIPIENT

Date: 5/31/18



Angela Jones, Executive Director
Shasta Women's Refuge, Inc. dba
One Safe Place

Date: 5/31/18



Christopher Haedrich, President
Shasta Women's Refuge, Inc. dba
One Safe Place

Tax ID No. On file

EXHIBIT A

BUDGET

Shasta County Health & Human Services Agency
1313 Yuba Street
Redding, CA 96001

Address

Shasta Women's Refuge, Inc.
dba One SAFE Place
P. O. Box 99160
Redding, CA 96099-1060

Multi-Year Service Budgets

Budget Category	Budget Period FY 18/19	Budget Period FY 19/20	Budget Period FY 20/21	Total Budgeted Costs
Personnel/Position	FTE			
DV Specialist	1.0	35,600.00	35,600.00	35,600.00
				106,800.00
				0.00
				0.00
				0.00
				0.00
Fringe Benefits		4,600.00	4,600.00	4,600.00
				13,800.00
Total Salary and Benefits		40,200.00	40,200.00	40,200.00
				120,600.00
Operating Expenses				
Office Expenses/Supplies				0.00
Equipment				0.00
Rents/Leases				0.00
Communication		900.00	900.00	900.00
Travel		300.00	300.00	300.00
Software				0.00
Broadband		675.00	675.00	675.00
(OTHER - Please Specify)				0.00
(OTHER - Please Specify)				0.00
Total Operating Expenses		1,875.00	1,875.00	1,875.00
				5,625.00
Other Expenses				
Capital Assets				0.00
Overnight Emergency Shelter		3,000.00	3,000.00	3,000.00
(OTHER - Please Specify)				0.00
Total Other Expenses		3,000.00	3,000.00	3,000.00
				9,000.00
Total Expenses		45,075.00	45,075.00	45,075.00
				135,225.00
Administrative Cost		3,960.00	3,960.00	3,960.00
(Not to exceed 10% of wages)				11,880.00
Totals		\$49,035.00	\$49,035.00	\$49,035.00
				\$147,105.00

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

EXHIBIT B

SUBAWARD COMPLIANCE

A. DEFINITIONS.

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

- (1) **Catalog of Federal Domestic Assistance Number ("CFDA#")** means the identifying grant number.
- (2) **Data Universal Numbering System Number ("DUNS#")** means the unique nine-digit identification number assigned to the Subrecipient.
- (3) **Federal Award Identification Number ("FAIN")** identifies each federal award within an agency unique to each federal fiscal year. The federal fiscal year begins October 1 and ends September 30 of the following calendar year.
- (4) **Federal Awarding Agency and Office** is the federal agency and office associated with the federal grant.
- (5) **Subrecipient** means the **non-federal entity** (e.g., state or local government, or a nonprofit organization) receiving a subaward, from a pass-through entity (e.g., HHSA), to carry out part of a federal program, per 2 CFR part 200.

B. UNIFORM GUIDANCE PERTAINING TO FEDERAL AWARDS

- (1) Uniform administrative requirements, cost principles and audit requirements for federal awards are found in Title 2 of the Code of Federal Regulations (CFR) Part 200. Guidance specific to the programs administered by the federal Department of Health and Human Services can be found at 45 CFR Part 75 and guidance specific to programs administered by the federal Department of Agriculture can be found at 2 CFR Part 400, 415, 416, and 418.

C. AUDIT REQUIREMENT

- (1) Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to HHSA;
- (2) Pursuant to 2 CFR Part 200 – Subpart D, HHSA requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program expending the subaward.

- (3) Submit financial reports and supporting documentation to County annually within 30 days of receipt to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005.

D. SUBAWARD IDENTIFYING INFORMATION

Federal Awarding Agency and Office	Department of Health and Human Services, Administration for Children and Families
FAIN	1701CAFPSS
Grant Title	Promoting Safe and Stable Families
Program Description	The objectives of the Promoting Safe and Stable Families program are: 1) to prevent child maltreatment among families at risk through the provision of supportive family services; 2) to assure children's safety within the home and preserve intact families in which children have been maltreated, when the family's problems can be addressed effectively; 3) to address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner; 4) to support adoptive families by providing support services as necessary to that they can make a lifetime commitment to their children. This is accomplished through issuance of grants to state child welfare agencies, territories, and eligible Indian tribes to serve families at risk or in crisis, to develop or expand and operate coordinated programs of community-based family support services, family preservation services, time-limited reunification services, and adoption promotion and support services. In addition, a portion of funds is reserved for a separate formula grant for states and territories to support monthly caseworker visits with children who are in foster care. A small proportion of appropriated funds are reserved for research, evaluation, and technical assistance, which may be awarded competitively through contracts or discretionary grants.
CFDA#	93.556
Subrecipient	Shasta Women's Refuge, Inc. dba One Safe Place
DUNS#	830272048

PROTECTIVE FACTORS SURVEY

(Program Information- For Staff Use Only)

Agency ID _____ Participant ID # _____

Name of Person Delivering Service: _____

1. Date survey completed: ____ / ____ / ____

2. How was the survey completed?

- ☐ Completed in face to face interview
- ☐ Completed by participant with program staff available to explain items as needed
- ☐ Completed by participant without program staff present

3. Has the participant had any involvement with Child Protective Services?

- ☐ NO
- ☐ YES
- ☐ NOT SURE

4. **Type of Services:** Select services that most accurately describe what the participant is receiving.

- ☐ Parent Education
- ☐ Parent Support Group
- ☐ Parent/Child Interaction
- ☐ Advocacy (self, community)
- ☐ Fatherhood Program
- ☐ Planned and/or Crisis Respite
- ☐ Homeless/Transitional Housing
- ☐ Resource and Referral
- ☐ Family Resource Center
- ☐ Skill Building/Ed for Children
- ☐ Adult Education (i.e. GED/Ed)
- ☐ Job Skills/Employment Prep
- ☐ Pre-Natal Class
- ☐ Family Literacy
- ☐ Marriage Strengthening/Prep
- ☐ Home Visiting
- ☐ Other (If you are using a specific curriculum, please name it here)

5. **Participants Attendance:** (Estimate if necessary)

Number of hours of service offered to the participant: _____

Number of hours of service received by the participant: _____

*This survey was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research * Public Service through funding provided by the US Department of Health and Human Services*

PROTECTIVE FACTORS SURVEY**EXHIBIT C**

Agency ID _____ Participant ID # _____

1. Sex: ☐ Male ☐ Female

2. Age (in years): _____

3. Race/Ethnicity: (Please choose the ONE that best describes what you consider yourself to be)

- | | |
|--|---|
| <input type="checkbox"/> Native American or Alaskan Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> African American | <input type="checkbox"/> African Nationals/Caribbean Islanders |
| <input type="checkbox"/> Hispanic or Latino | <input type="checkbox"/> Middle Eastern |
| <input type="checkbox"/> Native Hawaiian/Pacific Islanders | <input type="checkbox"/> White (Non Hispanic/European American) |
| <input type="checkbox"/> Multi-racial | <input type="checkbox"/> Other |

4. Marital Status:

- ☐
- Married
- ☐
- Partnered
- ☐
- Single
- ☐
- Divorced
- ☐
- Widowed
- ☐
- Separated

5. Family Housing:

- ☐
- Own
- ☐
- Rent
- ☐
- Shared housing with relatives/friends
-
- ☐
- Temporary (shelter, temporary with friends/relatives)
- ☐
- Homeless

6. Family Income:

- ☐
- \$0-\$10,000
- ☐
- \$10,001-\$20,000
- ☐
- \$20,001-\$30,000
-
- ☐
- \$30,001-\$40,000
- ☐
- \$40,001-\$50,000
- ☐
- more than 50,001

7. Highest Level of Education:

- | | | |
|---|---|--|
| <input type="checkbox"/> Elementary or junior high school | <input type="checkbox"/> Some high school | <input type="checkbox"/> High school diploma or GED |
| <input type="checkbox"/> Trade/Vocational Training | <input type="checkbox"/> Some college | <input type="checkbox"/> 2-year college degree (Associate's) |
| <input type="checkbox"/> 4-year college degree (Bachelor's) | <input type="checkbox"/> Master's degree | <input type="checkbox"/> PhD or other advanced degree |

8. Which, if any, of the following do you currently receive? (Check all that apply)

- ☐
- Food Stamps
- ☐
- Medicaid (State Health Insurance)
- ☐
- Earned Income Tax Credit
-
- ☐
- TANF
- ☐
- Head Start/Early Head Start Services
- ☐
- None of the above

9. Please tell us about the children living in your household.

	Gender		Birth Date	Your Relationship to Child (Check One)						
	Male	Female		Birth parent	Adoptive parent	Grand-parent	Sibling	Other relative	Foster Parent	Other
Child 1										
Child 2										
Child 3										
Child 4										

If more than 4 children, please use space provided on the back of this sheet.

This survey was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research * Public Service through funding provided by the US Department of Health and Human Services

PROTECTIVE FACTORS SURVEY**EXHIBIT C**

Part I. Please circle the number that describes how often the statements are true for you or your family. The numbers represent a scale from 1 to 7 where each of the numbers represents a different amount of time. The number 4 means that the statement is true about half the time.

Part I		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
In my family, we talk about problems.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
When we argue, my family listens to "both sides of the story."	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
In my family, we take time to listen to each other.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
My family pulls together when things are stressful.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
My family is able to solve our problems.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

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PROTECTIVE FACTORS SURVEY**EXHIBIT C**

Part II. Please circle the number that best describes how much you agree or disagree with the statement.

Part II		Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
I have others who will listen when I need to talk about my problems.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
When I am lonely, there are several people I can talk to.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
If my family needed food or housing I wouldn't know where to turn.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
If I had trouble making ends meet I wouldn't know where to go for help.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
If there is a crisis, I have others I can talk to.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
If I needed help finding a job, I wouldn't know where to go for help.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

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PROTECTIVE FACTORS SURVEY**EXHIBIT C**

Part III. This part of the survey asks about parenting and your relationship with your child. For this section, please focus on the child that you hope will benefit most from your participation in our services. Please write the child's age or date of birth and then answer the questions with this child in mind.

Child's Age _____ or Child's Date of Birth ____/____/____

Part III		Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
There are many times when I don't know what to do as a parent.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
I know how to help my child learn.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7
My child misbehaves just to upset me.	Before	1	2	3	4	5	6	7
	Now	1	2	3	4	5	6	7

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PROTECTIVE FACTORS SURVEY**EXHIBIT C**

Part IV. Please tell us how often each of the following happens in your family.

Part IV		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
I praise my child when he/she behaves well.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
When I discipline my child, I lose control.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I am happy being with my child.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
My child and I are very close to each other.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I am able to soothe my child when he/she is upset.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I spend time with my child doing what he/she likes to do.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7

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EXHIBIT D

WRITTEN CLIENT ASSESSMENT



Formerly Shasta Women's Refuge and Family Justice Center

DOMESTIC VIOLENCE ASSESSMENT REPORT

Date of Assessment Report: _____

Social Worker Name: _____

Client Name: _____

Assessment:

(Dates of Services covered by this report, Danger Assessment, Abuse Inventory, Harm & Control Wheel, Adverse Childhood Experiences, Client Attendance, Client Responsiveness, etc.)

Recommendations/Next Steps:

One Safe Place Domestic Violence Prevention and Intervention Services/Assessor Name:

Signature and Date: _____

DISCOVERY GROUP CLASS EVALUATION

1. Describe the Cycle of Violence and how it affected you.
2. What is something you learned about why people abuse their partners?
3. How has this understanding changed your understanding of domestic violence?
4. What is something you learned about why victims stay? What would you say kept you in your situation?
5. What is something you learned about how domestic violence affects children?
6. How do you feel your child(ren) might have been affected?
7. What is something you can do to help your child(ren) recover and protect them from future exposure to domestic violence?

8. What did you learn about red flags in relationships?

9. What did you learn about healthy relationships?

10. What did you learn about your own need for boundaries?

11. What is something you learned about parenting?

12. Do you have any additional comments about the group?

13. Is there anything the facilitator could do to improve the group?

14. Was the class useful to you? Do you think it would be useful to others experiencing domestic violence?

EXHIBIT F

QUARTERLY REPORT

**One Safe Place Domestic Violence Prevention and Intervention Services
Quarterly Narrative Report**

Quarterly Report Period (Start Month – End Month/Year):

1. Please provide an evaluation of services this past quarter including a discussion of how services provided are helping Referred Individuals/Families build resilience and develop skills, characteristics, knowledge, and relationships that offset risk exposure:
2. Identification of services provided to:
 - Strengthen parental resilience (such as counseling, education services and advocacy)
 - Strengthen social connections (such as support groups and networks)
 - Increase knowledge of parenting and child development (such as Discovery class)
 - Access concrete supports in times of need, examples include referrals to community based resources.
 - Improve children's social emotional competence (such as referrals to counseling)
3. Discuss Challenges experienced in this past quarter:
4. Discuss Unexpected Benefits experienced in this past quarter:
|
5. Please share one participant success story related to this program. Include client demographics, presenting issues, and the specific success the participant achieved as a result of this program:

CLIENT RELEASE OF INFORMATION

SHASTA COUNTY INTER-AGENCY RELEASE OF INFORMATION CHILD PROGRAMS ONLY

AUTHORIZATION FOR INTER-AGENCY EXCHANGE OF CONFIDENTIAL INFORMATION
PERSONS AND AGENCIES AUTHORIZED TO EXCHANGE VERBAL AND WRITTEN INFORMATION:

(Initial only)	First Name	Last Name	Birth Date
_____	Shasta County Health & Human Services Agency, Children's Welfare Services		
_____	Shasta County Health & Human Services Agency, Children's Mental Health		
_____	Shasta County Health & Human Services Agency, Children's Services Drug & Alcohol		
_____	Shasta County Health & Human Services Agency, Adult Mental Health		
_____	Shasta County Health & Human Services Agency, Public Health		
_____	Shasta County Health & Human Services Agency, Adult Drug & Alcohol		
_____	Shasta County Juvenile Probation		
_____	Shasta County Adult Probation		
_____	Shasta County Office of Education/SELPA		
_____	State of California Parole		
_____	Multiple Disciplinary Team (MDT)		
_____	Wright Education Services		
_____	The Family Center		
_____	One Safe Place		
_____	Shasta Regional Medical Center		
_____	Far Northern Regional Center		
_____	Mercy Medical Center		
_____	Mercy Family Health Center		
_____	Physician/Dentist: _____		
_____	School District: _____		
_____	Other: _____		
_____	Other: _____		
_____	Other: _____		
_____	Other: _____		
_____	Other: _____		
_____	Other: _____		

Client Name:

FIRST NAME

LAST NAME

BIRTH DATE

NAME OF PARENT/GUARDIAN CONSERVATOR

N/A

ADDRESS OF THE CHILD

I hereby authorize the agencies initialed above to exchange all information and records for the purpose(s) of: screening, assessing, planning and facilitating delivery of appropriate services.

I hereby ~~authorize~~ release of all information and written documentation, including but not limited to: history, progress reports, evaluations, diagnoses, treatment dates and test results contained in agency records regarding the following subject matters unless specifically excluded below:

Exceptions to release of entire record, if any: _____

(Initial) I understand in signing this authorization I am allowing release of the information identified above. In doing so I am waiving provisions both State and Federal law that protect confidentiality of mental health, physical health, substance abuse, and juvenile records. I also understand that any disclosure made regarding alcohol and/or drug abuse treatment is bound by Part 2 of Title 42, of the Code of Federal Regulations. I may revoke this consent at any time except as to information already exchanged in reliance upon my consent.

This authorization shall remain effective for one year following the date of signature unless revoked earlier in writing

CLIENT SIGNATURE: _____

Date

SIGNATURE OF PARENT, GUARDIAN, SOCIAL WORKER OR CONSERVATOR: _____

Date

☐ The above social worker is currently assigned to this case

WITNESS: _____

Date

THE CLIENT OR, IF A CHILD, HIS OR HER PARENT, GUARDIAN, OR CONSERVATOR, HAS THE RIGHT TO RECEIVE A COPY OF THIS AUTHORIZATION. (Civil Code Section 56.10)

PERSONS RELEASING AND/OR RECEIVING INFORMATION PURSUANT TO THIS AUTHORIZATION MAY NOT RELEASE INFORMATION TO ANY PERSON OR ENTITY NOT AUTHORIZED BY THIS RELEASE TO RECEIVE INFORMATION. (Civil Code Section 56.13)

A DUPLICATE OF THE ORIGINAL IS AS EFFECTIVE AS THE ORIGINAL.

EXHIBIT H**SHELTER INTAKE AND CONFIDENTIALITY AGREEMENT****CFS Client Intake** Date:

Exit Date:

Staff:

Last Name	First Name	Date of Birth
Purpose of Stay		

Primary Social Worker (Name and Phone number):
Social Worker Schedule

Confidentiality and Shelter Subaward

- The location of shelter is confidential and I will not share the location with anyone outside of OSP.
- Information about clients at shelter must be kept confidential for their safety and the safety of others. I will not share any names or client information with anyone outside of OSP.
- There is no smoking allowed on the premises by anyone under the age of 18.
- Possessing or consuming alcohol, controlled substances, and illegal drugs are prohibited in and on shelter grounds.
- Any physical and verbal abuse or aggressive behaviors are not something OSP can have at shelter.
- Weapons are not allowed in shelter. If I have weapons in my possession I will give them to shelter staff and staff will return them when I leave.
- While at shelter I must remain with my social worker, guardian, or parent at all times.
- I understand that OSP is not responsible for any of my belongings. I will be provided a lock to safety store my valuables. If I leave anything behind I will have three days to pick those items up at client services otherwise they will be disposed of due to lack of storage space.
- If I need anything or want to talk I understand that shelter staff is here to help. If shelter staff are not I can call the crisis line and talk to an advocate or the supervisor on call.

Client Signature _____

Guardian Signature _____

Staff Signature _____

As provided for in Section 2. A. (14) of this agreement short-term overnight shelter care is available upon presentation of this completed form.

Executive Director

Shasta Women's Refuge, Inc. dba One Safe Place

CLIENT ACTIVITY REPORT

(Available in excel)

[illegible]

(Available in excel)

AGR.CS.OneSafePlace.1821
2436-9-2018-01
CC: 50100 : 052000

[illegible]

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

Renewal agreement with VOTC, Inc. dba Visions of the Cross.

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

Supervisory District No. : All

DEPARTMENT CONTACT: Dianna L. Wagner, Children's Services (530) 225-5705 and Tracie Neal, Probation (530) 245-6217

STAFF REPORT APPROVED BY: Dianna L. Wagner, Branch Director and Tracie Neal, Chief Probation Officer

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 VOTC, Inc, dba Visions of the Cross in an amount not to exceed \$624,000 to provide Sober Living, Parent University, and other therapeutic services to Health and Human Services Agency and Probation clients for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

SUMMARY

Sober Living is a safe, supportive alcohol and drug free place for individuals to live while participating in alcohol or substance abuse treatment and recovery activities. This renewal agreement with VOTC will allow VOTC to continue to provide sober living services and psycho-educational therapeutic interventions to individuals referred by the Health and Human Services Agency (HHSA) and Probation.

DISCUSSION

Sober living services are a collaborative effort between VOTC, HHSA and Probation. Sober living services provided by VOTC are a less restrictive level of care than residential treatment but a more comprehensive level of care than outpatient services alone. Sober living services will include: housing for individuals referred by HHSA or Probation, including having up to two children living with their parent who is the referred client; case management; bus passes; food; and transitional support. Additionally, the agreement contains psycho-educational therapeutic services including parent education courses known as Parent University and Moral Reconnection Therapy programs. Client residents participating in the program will be required to enroll in concurrent substance use treatment services. VOTC is the only Drug Medi-Cal certified provider in Shasta County that also has on-site sober living housing.

Through this agreement, HHSA Children's Services will be addressing the treatment needs of parents whose children have been referred to Children's Services due to allegations of neglect or abuse related to harmful substance use. The goals of this service are to provide clients with support, education and substance use treatment in order to reduce the time to reunification

and prevent future referrals related to child neglect or abuse. If the child cannot safely reside with the parent in sober housing initially, the intent would be to reunify the child with the parent when the parent is able to demonstrate stability and progress in recovery. Priority would be given to those individuals who have very young children and an assessed need for a more intensive level of intervention than outpatient substance abuse treatment alone. In calendar year 2017 there were 21 adults and 24 children referred by Children's Services, receiving supportive sober living services. Of those referred by Children's Services, there were 7 adults that graduated the 6-month sober living program and 8 still currently participating in services to represent a 53.6% graduation rate.

Through this agreement, Probation will be addressing specific criminogenic needs of offenders through stable residential housing, pro-social friends and associates, while in substance use treatment. The goal is that offenders will gain the ability to maintain a substance abuse free stable living environment and choose more pro-social associates in order to reduce recidivism. Long-term success for offenders is a primary concern. An important, early determinant of long-term sobriety is time spent living in a supportive and structured environment. Offenders have the greatest opportunity to transition back into society without slipping back into substance abuse when they are given a personalized case plan based on a discharge assessment.

VOTC will provide a written report on all discharged clients, giving the Deputy Probation Officer information to develop strategies to coach and mentor the offender in appropriate pro-social associates and stable living environments. The Deputy Probation Officer will be able to track and monitor outcomes for sustained sobriety for the duration of the offender's time on supervision. Probation has been using VOTC more than previous because another less expensive provider raised their rates to be comparable to VOTC but VOTC provides more services for the rate. Over the term of the agreement, 81 offenders referred by Probation have been housed by VOTC an average of 90 days.

HHSA and Probation referred clients regularly meet with VOTC staff, HHSA or Probation staff, and others involved in their care to assess the appropriateness and success of the sober living program. Progress is evaluated monthly through written reports provided by VOTC. HHSA and Probation are responsible for monitoring outcomes achieved by Consultant.

ALTERNATIVES

The Board may choose not to approve the recommendation or approved with revised terms.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The maximum payable to VOTC for supportive sober living services is \$624,000 during the term of agreement. Services provided by this agreement to individuals pursuant to AB109 will be funded by AB109 funds. The remaining services will be funded through State General Fund for Alcohol and Drug services carried forward from prior fiscal years, Federal Substance Abuse Prevention Treatment Block Grant funds based on the State of California Substance Use Disorder Services Agreement, Social Services 2011 Realignment funds, and SB678 funding for Probation. Sufficient appropriation authority for this agreement is included in the FY 2018-19 Recommended Budget and will be included in future requested Budgets. There is no additional County General Fund impact associated with this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
VOTC Renewal Agreement	6/6/2018	VOTC Renewal Agreement

NO WITHHOLDING

**AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND**

VOTC, INC., dba VISIONS OF THE CROSS

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, ("County"), and VOTC, Inc., dba Visions of the Cross, Inc., a California corporation ("Consultant"), (collectively, the "Parties" and individually a "Party") for the provision of Sober Living, Parent University, and other therapeutic services.

Section 1. DEFINITIONS.

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

Case Management means assistance provided to Clients to help them be successful in the Sober Living program. This includes, but is not limited to safety planning, service coordination, treatment monitoring, Treatment Team meeting attendance (for Clients referred by County's Health and Human Services Agency ("HHS")), assisting Client in obtaining available financial resources, and Client Sober Living program participation monitoring.

Client means any person referred by County who is in need of substance use treatment and other supports necessary to successfully complete treatment and meet other goals as described in their Sober Living Plan for Clients referred by HHS or Offender Needs Guide for Clients referred by County's Probation Department ("Probation").

Offender Needs Guide ("ONG") means a document which describes the service needs of each Client. The ONG is prepared by the Client's Probation Officer. The ONG is for Clients referred by Probation only.

Other Therapeutic Modalities ("OTM") means services that augment Alcohol/Substance Abuse Treatment and Sober Living. OTM is for Clients referred by Probation only. OTM shall include, but not be limited to, Moral Reconciliation Therapy ("MRT"), Criminal & Addictive Thinking, and Relapse Prevention. Content of each OTM program and schedule must be pre-approved, in writing, by Probation.

Alcohol/Substance Abuse Treatment means substance abuse services as defined in Title 22 of the California Code of Regulations and can include intensive outpatient drug free treatment services, outpatient drug free treatment services, and Shasta County Perinatal Treatment Services. For Clients participating in Sober Living services provided by Consultant, Alcohol/Substance Abuse Treatment shall be provided at County, Consultant, or other County approved Community Based Alcohol/Substance Abuse Treatment provider sites concurrently with participation in Sober Living services.

Parent University means a 16 week, one day per week at four hours per day, parent psycho-educational program designed to provide training in areas needed to be an effective parent with a curriculum approved in writing by County. Parent University shall be trauma informed and shall comply with all criteria and requirements set forth in Welfare and Institutions Code Section 16507.7.

Sober Living means a trauma informed safe, sober and supportive, alcohol and drug free place to live while Clients are participating in recovery activities. Sober Living shall maintain a suitable residence that complies with California Building Codes (Title 24 of the California Code of Regulations), and the Americans with Disabilities Act (ADA), with a Fire Clearance issued by the local Fire Marshal.

Sober Living Plan (“SLP”) means Sober Living services combined with the psycho-educational services that the Client will receive. The SLP is prepared by the Treatment Team with Client authorization for release of information among participants including Client’s Drug and Alcohol provider. The SLP is reviewed and updated monthly by the Treatment Team. The SLP will include County contact information. The SLP is for Clients referred by HHSA only.

Strengthening Families means an evidence-informed approach to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs and communities in building the five protective factors. Center for the Study of Social Policy research supports the common-sense notion that the likelihood of child abuse and neglect diminishes when the Protective Factors are present and robust in a family.

Strengthening Families Protective Factors (“Protective Factors”) means the foundation of Strengthening Families and are characteristics that have been shown to make positive outcomes more likely for young children and their families, and to reduce the likelihood of child abuse and neglect. The five Protective Factors are:

- (1) Parental Resilience – The ability to cope with and bounce back from all types of challenges.
- (2) Social Connections – Friends, family members, neighbors, and other members of a community who provide emotional support and concrete assistance to parents.
- (3) Knowledge of Parenting and Child Development – Accurate information about raising young children, appropriate expectations for their behavior, and knowledge of alternative discipline techniques.
- (4) Concrete Supports in Times of Need – Financial security to cover day-to-day expenses and unexpected costs; formal supports like TANF, Medicaid, and job training; informal support from social networks.
- (5) Children’s Social and Emotional Competence – A child’s ability to interact positively with others and communicate his or her emotions effectively.

Strengthening Families Protective Factors Survey is an outcome tool administered near the end of Client’s participation in sober housing (retrospectively) to measure protective factors at beginning and at end of sober housing service.

Treatment Plan means a plan developed by the Client and Alcohol/Substance Abuse Treatment provider as defined in Title 22 of the California Code of Regulations and includes components such as statement of the problem, goals to be reached, action steps, and target dates. Treatment Plan is prepared by the provider of Alcohol/Substance Abuse Treatment.

Treatment Team means, at a minimum, County Social Worker and/or Clinical staff (Mental Health Clinician and/or Drug and Alcohol Counselor), Client and Consultant representatives for Sober Living, Parent University, and the Alcohol/Substance Abuse Treatment provider. The Treatment Team will be for Clients referred by HHSA only.

Section 2. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide Sober Living, Parent University, and OTM at Consultant’s facility(ies) as determined necessary by HHSA to all Clients referred by HHSA.
- B. Provide Sober Living, Parent University and OTM at Consultant’s facility(ies) as determined necessary by Probation Department (“Probation”) to Clients referred

by Probation.

- C. Adhere to Welfare and Institutions Code (WIC) 16507.7 for parent education provided through Parent University. Parent University curriculum shall be submitted to County via email to CSCContracts@co.shasta.ca.us for review and approval by County prior to use including any subsequent changes or updates. County reserves the right to request and review instructor/facilitators teaching credentials for approval.
- D. Attend quarterly contract and performance review meetings as initiated by County.
- E. Perform the Sober Living services in compliance with the State Department of Health Care Services Net Negotiated Agreement with Shasta County and in accordance with industry and/or professional standards applicable to Consultant's services.
- F. Adhere to **CLEAN AND SOBER LIVING FACILITY STANDARDS**, attached and incorporated herein as **EXHIBIT A**.
- G. Ensure Consultant Sober Living facilities provide for:
 - (1) Separate housing for referred male and female Clients;
 - (2) A maximum period of six months per Client, unless a longer duration is pre-approved by County, in writing; and
 - (3) Accommodations for up to a maximum of two children per Client, to reside with Client at Consultant's facility(ies), when pre-approved by County for:
 - a. Female child(ren) not older than ten years; and
 - b. Male child(ren) not older than eight years.
- H. Provide qualified and licensed 24-hour on-site staff.
- I. Clients referred may be either male or female and shall:
 - (1) Be clean and sober (alcohol and drug-free) a minimum of 48 hours prior to referral;
 - (2) Not have violent criminal histories or conviction for a sexual offender violation;
 - (3) Have demonstrated basic life skills such as personal hygiene and ability to clean up after oneself; and
 - (4) Read, commit to, and sign a **HOUSE RULES AGREEMENT**, attached and incorporated herein as **EXHIBIT E**. House rules include but are not limited to:
 - a. Personal conduct;
 - b. Entering/exiting facility;
 - c. Consultant's facility rules;
 - d. Financial rules; and
 - e. Caring for children.
- J. Reserves the right to reject County's referral if Consultant determines Client is not appropriate for Sober Living and shall provide a determination of acceptance or denial to County Program Manager for any Client referred within 30 days of receipt of referral.
- K. Obtain a signed, County approved, **RELEASE OF INFORMATION**, attached

and incorporated herein as **EXHIBIT F** from each Client. The Release of Information form shall include a release of drug test results to County.

- L.** Obtain a signed, County-approved, **CLIENT CONSENT**, attached and incorporated herein as **EXHIBIT G** from each Client. The Client Consent form shall include a consent for random Client drug tests and random residential room searches of Client.
- M.** Participate in emergency safety plan meetings as required by County to address the safety needs of the Clients and their children.
- N.** Random drug test each Client at least twice per month for alcohol and illegal substances. These drug tests shall not be a part of a Client's Alcohol/Substance Abuse Treatment. Random drug testing shall be a condition for a Client to participate in Sober Living and shall be funded by Consultant. Upon becoming aware of a positive drug test through another entity Consultant must perform its own drug test on Client. Consultant shall share with County drug testing results for HHSA Clients in Sober Living with appropriate Releases of Information within 24 hours of results, or as otherwise authorized by law.
- O.** Consultant has the right to discharge a Client for a positive drug test. When a Client's child resides in sober housing with the Client, Consultant shall notify County immediately so that County can make a determination regarding appropriate plan for Client's child's care.
- P.** Meet with each Client referred by Probation and Client's Probation Officer, as determined by Probation. Should Consultant seek to request additional services for a Probation Client, Consultant shall contact Client's Probation Officer for a referral.
- Q.** Assess Client risk factors for relapse or indicators of relapse that impacts Sober Living. Following initial assessment, not later than two weeks, develop a relapse prevention and safety plan for Clients that cannot remain drug and/or alcohol free for review and approval by County Treatment Team.
- R.** Beginning in month two, establish a transition plan for HHSA Clients exiting Sober Living, including but not limited to:

 - (1) Assisting Clients in obtaining available financial resources and benefits (e.g., CalFresh, Temporary Assistance to Needy Families (TANF), Medi-Cal etc.), including but not limited to transportation to appointments.
 - (2) Assisting Clients in obtaining stable housing resources and benefits (e.g., Housing Choice Voucher Program (Section 8), Housing and Urban Development (HUD) subsidized housing and other local community resources), including but not limited to transportation to appointments.
 - (3) Assist Clients in planning for transition including but not limited to:

 - a. Obtaining a California Driver's License;
 - b. Developing a transportation plan;
 - c. Developing a financial budgeting plan;
 - d. Developing a stable housing plan;
 - e. Developing a day care plan for post-discharge; and
 - f. Developing a post-discharge safety plan.
- S.** Participate in all weekly Treatment Team meetings for Clients referred by HHSA, as initiated by County. Treatment Team meetings shall include but are not limited to:

- (1) Consideration of new Client referrals;
 - (2) Service coordination;
 - (3) Development and implementation of SLP's;
 - (4) Case Management updates including any SLP updates;
 - (5) Parent University progress updates;
 - (6) Review and development of relapse prevention plan;
 - (7) Review and development of safety plan;
 - (8) Discharge arrangements for each Client.
 - (9) Client's ability to continue in the program; and
 - (10) Updates on the Client's transition from program.
- T. Notify County within 24 hours of any Client non-compliance with SLP or ONG.
- U. Immediately call the County's 24-hour phone number, (530) 225-5144, in the event an urgent situation arises, including but not limited to any circumstance creating risk of harm to children in Sober Living.
- V. Ensure Client maintains concurrent participation in Alcohol/Substance Abuse Treatment unless otherwise approved in Client's SLP or ONG.
- W. Assist Clients in increasing Protective Factors through the intervention of psycho-education, referrals to community services, development of a sober support network and other strategies to build Protective Factors as identified by Consultant, County Treatment Team, and Client.
- X. Provide bus passes to Clients, and their child(ren), as necessary and when not otherwise provided by County, for activities and services that are included in Client's SLP or ONG.
- Y. Provide to each Client a food card as provided in **EXHIBIT B, PAYMENTS**, attached and incorporated herein.
- Z. Reduce monthly invoice in the amount of \$50 submitted to County for each HHSA Clients who begins receiving CalWORKs benefits, and identify this adjustment on invoice.
- AA. Reporting**
- (1) Provide to Probation Officer monthly written documentation regarding each Client's progress in the Sober Living program and compliance with the ONG including but not limited to:
 - a. A written analysis by Consultant outlining any problems, pertinent facts, or interim findings that may materially affect Consultant's ability to satisfactorily fulfill the terms of this agreement; and
 - b. Client's ability to continue in the program.
 - (2) For Clients referred by County's HHSA, complete the **PROTECTIVE FACTORS SURVEY**, herein attached and incorporated as **EXHIBIT C**. The retrospective survey shall be administered one week prior to discharge and provided to County by email to CSContracts@co.shasta.ca.us within 30 days after Client's discharge date.
 - (3) Submit to County monthly, by the 10th of each month, a **MONTHLY PROGRAM REPORT**, herein attached and incorporated as **EXHIBIT D**,

by email to CSContracts@co.shasta.ca.us.

- BB.** Promulgate and implement written procedures ("Grievance Procedures") whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County upon request for County's pre-approval prior to use. Consultant shall report all Client grievances, and the nature thereof, in writing to the County's HHSA, Children's Services Branch Director ("Branch Director") within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.
- CC.** Investigation of Illegal Use of Agreement Funds.
 - (1) Take reasonable steps to prevent the illegal use of agreement funds. Consultant agrees to notify County of any suspected illegal use of agreement funds. Consultant shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Consultant shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of agreement funds.
 - (2) Provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Consultant's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of agreement funds.
- DD.** 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."
- EE.** 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 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. 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.** Compensate Consultant as prescribed in Sections 4 and 5 of this agreement.
- B.** Provide coordination and facilitation of the Treatment Team meeting for HHSA Clients, a minimum of monthly.
- C.** Provide a written referral to Consultant in order for Clients to participate in Sober

Living. The referral shall indicate the services to be provided and the source of referral – HHSA or Probation.

- D. Upon written consent of HHSA Clients, perform the Addiction Severity Index (“ASI”) assessment and provide the ASI assessment results to Consultant.
- E. Refer each Probation Client for Sober Living services for an initial 90 day time period. Probation shall arrange to meet with Consultant and each Client within the first 30 days of Client’s referral and prior to the end of the 90-day initial referral to discuss the Client’s needs for additional Sober Living services or to develop a transition plan.
- F. Ensure Client is qualified to enroll in Alcohol/Substance Abuse Treatment with County, Consultant, or other County-approved Community Based Alcohol/Substance Abuse Treatment provider prior to referral of Client.
- G. Advise Consultant, in advance and in writing, of Client’s children who are authorized to reside at Sober Living with Client.
- H. Support facilitation of visits with any other court ordered party(ies).
- I. Notify Consultant of changes in Client’s case plan that could impact Sober Living environment.
- J. Participate in Consultant’s requested emergency meetings.
- K. Conduct an exit interview with Clients being discharged early for non-compliance with program requirements prior to their discharge.
- L. Facilitate quarterly contract and performance review meetings with Consultant.
- M. Monitor Consultant’s performance to assure compliance with the terms, conditions and specifications of the agreement and monitor the outcomes achieved by Consultant.

Section 4. COMPENSATION.

- A. Consultant shall be paid pursuant to **ATTACHMENT B, PAYMENTS**, attached and incorporated herein, after satisfactorily completing the duties as prescribed in this agreement.
- B. In no case whatsoever shall the maximum amount payable under this agreement for Clients referred by County’s Probation Department exceed \$100,000 per fiscal year during the term of the agreement.
- C. In no case whatsoever shall the maximum amount payable under this agreement for Clients referred by County’s HHSA exceed \$324,000 during the term of the agreement.
- D. In no case whatsoever shall the maximum amount payable under this agreement exceed \$624,000 during the term of the agreement 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.
- E. Consultant’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. For Clients referred by County’s HHSA, Consultant shall submit to HHSA

Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, a monthly statement of services rendered by the 10th day of each month, for services rendered the preceding month, an itemized statement or invoice for services rendered County pursuant to this agreement. Each invoice shall include, at a minimum, Client name and each service provided by Client. County shall pay Consultant within 30 days of receipt of a complete, correct, and approved statement or invoice. Consultant shall submit a final statement or invoice for services rendered County for the period ending June 30, 2021, by July 10, 2021.

- B. For Clients referred by County's Probation Department, Consultant shall submit to Probation, Attn: Accounts Payable, 2684 Radio Lane, Redding, CA 96001, a monthly statement of services rendered by the 10th day of each month, for services rendered the preceding month, an itemized statement or invoice for services rendered County pursuant to this agreement. Each invoice shall include, at a minimum, Client name and each service provided by Client. County shall pay Consultant within 30 days of receipt of a complete, correct, and approved statement or invoice. Consultant shall submit a final statement or invoice for services rendered County for the period ending June 30, 2021, by July 10, 2021.
- C. Compensation under this agreement shall be reduced by applicable Consultant revenues collected. The term "applicable Consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as, but not limited to: Client's financial participation, purchase discounts, rebates or allowances, insurance refunds and adjustments of overpayment, or other erroneous charges). To the extent that applicable Consultant 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.
- D. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall commence on July 1, 2018 and shall end on June 30, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following fiscal 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 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 by County 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 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. County may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of County or Consultant, 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 Party's control.
- E. County's right to terminate this agreement may be exercised by the by County's Executive Officer, HHSA Director, or any HHSA Branch Director designated by the Director.
- F. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, charts, and other documents prepared by Consultant pursuant to this agreement.
- G. 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; 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. 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 Director or , or any HHSA Branch Director designated by the Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's 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 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 ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent Consultant" 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 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 per occurrence; such insurance shall be primary as to any other insurance maintained by the 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) 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 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) 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. SUBCONTRACTORS.

Consultant shall not subcontract any services to be provided under this agreement without the prior written consent of County. Any subcontract entered into by Consultant in contravention of this provision without the prior written consent of County shall be void. Consultant and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Consultant and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of County. Notwithstanding the foregoing, Consultant

may provide the Parent University program through a subcontractor. Consultant will assure the subcontractor will abide by the terms and conditions of this agreement.

Section 14. 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.** Consultant 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.** Consultant 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).
- D.** Consultant 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).
- E.** Consultant shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Consultant shall:
 - (1)** Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2)** Establish procedures to ensure reporting of child abuse or neglect even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report child abuse or neglect under section 11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- F.** Consultant shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by section 15630 of the Welfare and Institutions Code. In addition, Consultant shall:
 - (1)** Require each of Consultant's employees, volunteers, Consultants, subcontractors, and agents performing services under this agreement mandated by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2)** Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Consultant's employees, volunteers, Consultants, subcontractors, or agents who are not mandated to report elder abuse or

dependent adult abuse under section 15630 of the Welfare and Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.

- G. 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. 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. 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.
- C. Consultant understands and agrees that noncompliance with the requirements of nondiscrimination in services shall constitute grounds for County to terminate this agreement, and to withhold payments under this agreement or terminate all, or any type, of funding or compensation provided hereunder.
- D. 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 16. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS.

- A. Consultant 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 Consultant 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, Consultant 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 Consultant as long as Consultant 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 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 18. 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 19. LICENSES AND PERMITS.

Consultant, and Consultant'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. CONFLICTS OF INTEREST.

Consultant and Consultant'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 21. 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:	Children's Services, Branch Director Attn: Contracts Unit 1313 Yuba Street Redding, CA 96001 Phone: 530-225-5757 Fax: 530-225-5190
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If to Consultant:	Executive Director VOTC, Inc, dba Visions of the Cross 3648 El Portal Redding, CA 96002 Phone: (530) 722-1114 Fax: (530) 722-1115
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- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 21.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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. CONFIDENTIALITY OF CLIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of Client information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 29. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a 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 30. FINANCIAL REPORTING.

A. Should the Consultant not meet the requirements of Circular No. A-133 of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, the Consultant shall maintain complete financial records that clearly reflect the cost of each type of service for which compensation, pursuant to this agreement, is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. County, federal, and state officials shall have access to any books, documents, papers and records of Consultant which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment of compensation to Consultant under this agreement. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. If the Consultant meets the requirements of Circular No. A-133 of the Office of

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

Section 31. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES.

No funds or compensation received by Consultant under this agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Section 32. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS.

In accordance with section 11999 of the Health and Safety Code, Consultant shall not provide any material, curricula, teachings, or promotions of the responsible use, if unlawful, of drugs or alcohol in connection with any messages or information pertaining to Consultant's programs undertaken pursuant to this agreement. Consultant shall include in any material, curricula, teachings, or promotions produced pursuant to this agreement a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with any of Consultant's programs undertaken pursuant to this agreement. Additionally, no aspect of a drug or alcohol-related program undertaken pursuant to this agreement shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.

Section 33. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES.

No funds or compensation received by Consultant under this agreement shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 U.S.C. §812).

Section 34. PERSONNEL.

- A. Consultant shall furnish such qualified and licensed professional personnel for the type of services to be provided as set forth in Section 2 of this agreement.
- B. All of Consultant's personnel performing services under this agreement shall have the appropriate state licensing/certification required for their given profession.

- C. No part of any federal funds provided under this agreement shall be used by Consultant to pay the salary of an individual in excess of the amount set by the federal National Institute of Health.
- D. Consultant attests that Consultant and all Consultant's employees and subcontractors are not excluded from Medi-Cal provider participation.
- E. Ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.

Section 35. NONDISCRIMINATION IN EMPLOYMENT.

- A. During the performance of this agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, status as disabled veteran or veteran of the Vietnam era, and use of family care leave. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply with subdivisions (a) through (f) of section 12990 of the Government Code (part of the Fair Employment and Housing Act) and the applicable regulations promulgated there under (California Code of Regulations, title 2, §7285.0 et seq.) which are incorporated into this agreement by reference and made a part hereof as if set forth in full.
- B. Consultant shall post in conspicuous places on Consultant's premises, notices to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act of 1972 (Pub. L. 92-261; 42 U.S.C. §2000e) in conformance with Federal Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973 (Pub. L. 109-196) and any amendments thereto, and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (38 U.S.C. §4212).

Section 36. DRUG FREE WORKPLACE.

- A. Consultant shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code, section 8350, et seq.) and Title 45 C.F.R., Part 76. This compliance includes, but is not limited to Consultant providing drug-free workplaces by taking the following actions:
 - (1) Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by subdivision (a)(1) of section 8355 of the Government Code.
 - (2) Establish a drug-free awareness program as required by subdivision (a)(2) of section 8355 of the Government Code to inform all employees about all of the following:
 - a. the dangers of drug abuse in the work place;
 - b. the organization's policy of maintaining a drug-free work place;

- c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations.
- B. Provide, as required by subdivision (a)(3) of section 8355 of the Government Code, that every employee engaged in the performance of this agreement:
 - (1) Be given a copy of Consultant's drug-free policy statement; and
 - (2) As a condition of employment under this agreement, agree to abide by the terms of the statement.

Section 37. 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

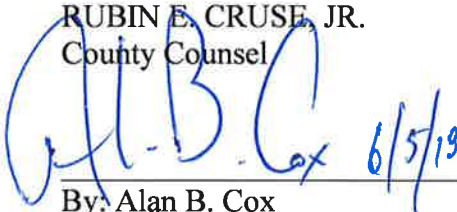
Date: _____

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
Deputy County Counsel

RISK MANAGEMENT APPROVAL


By: James Johnson
Risk Management Analyst

CONSULTANT

Date: 6-5-18


STEVE LUCARELLI
Executive Director

On File
Federal Tax Identification Number

EXHIBIT A**Clean and Sober Living Facility Standards**

Reference Number	Indicator
Article 1: Physical Environment	
1	Entrance and exit must be controlled. Human security is far preferable to electronic security.
2.	A secure locked space shall be available for Client medication, or a personal locked box shall be provided. Client shall be responsible for dispensing their own medication.
3.	This includes grounds and driveways surrounding the facility. Consultant will be responsible for repair, maintenance, cleanliness, and attractiveness of facilities.
4.	Each facility shall have a living room area with adequate space for Clients to assemble for social or other group activities.
5.	Each facility shall have a dining area suitably furnished for group or individual meal service.
6.	Sleeping rooms shall be adequate to provide a bed and private space for each Client.
7.	Bathrooms shall be conveniently located and sufficient to provide adequate facilities for health, hygiene and privacy for each Client.
8.	Kitchen facilities shall provide cooking and storage space to meet the needs of the facility and its Clients.
9.	<p>Fire Safety: Review by the local fire marshal.</p> <p>The following minimum fire prevention requirements shall be followed:</p> <ol style="list-style-type: none"> There shall be no smoking in the house. Smoking materials shall be disposed of safely. There shall be no accumulation of clothing, newspapers, or cartons in the living/sleeping areas. Stoves and cooking areas shall be kept clean of grease accumulation. Smoke detectors and fire extinguisher shall be installed, maintained and operable at all times. Exit doors shall be clearly marked and readily available. Fire drills from sleeping areas should be encouraged. Clients shall be trained on use of fire extinguishers.
10.	<p>Health Standards</p> <p>The following minimum health maintenance measures shall be followed:</p> <ol style="list-style-type: none"> There shall be adequate space for food storage. Perishable items shall be refrigerated at a maximum temperature of 40 degrees Fahrenheit. Adequate refrigeration in good repair shall be available. There shall be adequate hot water for dish washing and disinfecting. Bathroom space shall be adequate for number of residents. Bathrooms shall be kept clean. Bathrooms shall provide personal privacy.

Article 2: Management	
1.	The person in charge of the facility shall be clearly identified to all Clients. This person shall be responsible for the maintenance and safety of the building.
2.	Staff shall be responsible for the safety of the building, be available to maintain records, to collect Client financial participation (if applicable), to register and check-out Clients, and to maintain the rules of the house.
3.	Consultant shall make available bus passes to Clients as needed to enable Clients to attend treatment and/or AA/NA or other self help groups as necessary for Client's recovery.
4.	Consultant agrees to refer Clients to resources available to Clients to resolve legal and money management difficulties, improve parenting skills, prepare for and find employment, and other resources as needed for the Client's long term recovery.
5.	Consultant shall not be responsible to provide childcare.
6.	CalFresh rules and regulations must be followed.
7.	All of Consultant's staff and volunteers are screened prior to employment. A Sober Living manager or Senior Resident giving direction to others shall not be currently on probation or parole.
8.	A complaint and grievance procedure must be in place which measures Client satisfaction.
Article 3: Record Keeping	
1.	<p>Consultant shall maintain formal records. The following record keeping standards are applicable:</p> <ul style="list-style-type: none"> a. Personal Data Form: Biographical personal data that provides an identification profile and emergency contact. Length of sobriety, prior recovery experience, and source of referral are appropriate. b. Client log: This is a continuing record of Clients and they enter and exit Sober Living. c. Client Financial Participation Record: This record indicates the amount of the Client program fees due, and the date and amount of actual payment. d. Consultant shall impose appropriate privacy and security controls as required by law.

EXHIBIT B

PAYMENTS

1. Payment for Sober Living
 - A. Sober Living includes the following components, per Client:
 1. Level 1 – Client housing, \$50 food card per week provided to Client, bus passes provided to Client upon Client request, (if not otherwise provided to Client by County), and Case Management services. Consultant shall be compensated by County the following rate for Sober Living Level 1: \$33.33 per day per Client (\$1,000 per month per Client.)
 2. Level 2 for Clients with CalFresh food benefits – Client housing, bus passes provided to Client upon Client request (if not otherwise provided to Client by County), and Case Management services Consultant shall be compensated by County the following rate for Sober Living Level 2: \$26.66 per day per Client (\$800 per month per Client.)
 - B. If a Client has child(ren) residing with Client at Consultant's facility, County shall compensate Consultant at the additional sums of:
 1. Levels 1 and 2 - \$1.66 per day, per child, maximum of two children per Client (\$50 per month, per child)
 - C. Payment to Consultant for days during a particular month when a Client or Client's child(ren) is/are temporarily absent from Consultant's Sober Living facility is limited to a total of seven days per month and is allowable only if the County determines the following conditions are met:
 1. The absence is consistent with the Client's SLP or ONG; and
 2. The absence is planned or anticipated; and
 3. The absence, as well as the purpose(s) of the absence, is (are) documented, or
 4. A Client/Client child(ren) emergency, including but not limited to, hospitalization.
2. Payment for Other Therapeutic Modalities (OTM)
 - A. For Other Therapeutic Modalities, County shall compensate Consultant at the following rates:
 1. \$30 per 90 minute OTM group session per participating Client. There shall be no more than one group session per week per Client.
3. Payment for Parent University
 - A. County shall compensate Consultant up to \$100 for **each** Parent University class attended by Client.

EXHIBIT C

PROTECTIVE FACTORS SURVEY

(Program Information- For Staff Use Only)

Agency ID _____ Participant ID # _____

Name of Person Delivering Service: _____

1. Date survey completed: ____/____/____

2. How was the survey completed?

- ☐ Completed in face to face interview
- ☐ Completed by participant with program staff available to explain items as needed
- ☐ Completed by participant without program staff present

3. Has the participant had any involvement with Child Protective Services?

- ☐ NO ☐ YES ☐ NOT SURE

4. **Type of Services:** Select services that most accurately describe what the participant is receiving.

- ☐ Parent Education
- ☐ Parent Support Group
- ☐ Parent/Child Interaction
- ☐ Advocacy (self, community)
- ☐ Fatherhood Program
- ☐ Planned and/or Crisis Respite
- ☐ Homeless/Transitional Housing
- ☐ Resource and Referral
- ☐ Family Resource Center
- ☐ Skill Building/Ed for Children
- ☐ Adult Education (i.e. GED/Ed)
- ☐ Job Skills/Employment Prep
- ☐ Pre-Natal Class
- ☐ Family Literacy
- ☐ Marriage Strengthening/Prep
- ☐ Home Visiting
- ☐ Other (If you are using a specific curriculum, please name it here)

5. **Participants Attendance:** (Estimate if necessary)

Number of hours of service offered to the consumer: _____

Number of hours of service received by the consumer: _____

*This survey was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research * Public Service through funding provided by the US Department of Health and Human Services*

PROTECTIVE FACTORS SURVEY

Agency ID _____

Participant ID # _____

1. Sex: ☐ Male ☐ Female

2. Age (in years): _____

3. Race/Ethnicity: (Please choose the ONE that best describes what you consider yourself to be)

- | | |
|--|---|
| <input type="checkbox"/> Native American or Alaskan Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> African American | <input type="checkbox"/> African Nationals/Caribbean Islanders |
| <input type="checkbox"/> Hispanic or Latino | <input type="checkbox"/> Middle Eastern |
| <input type="checkbox"/> Native Hawaiian/Pacific Islanders | <input type="checkbox"/> White (Non Hispanic/European American) |
| <input type="checkbox"/> Multi-racial | <input type="checkbox"/> Other _____ |

4. Marital Status:

- ☐
- Married
- ☐
- Partnered
- ☐
- Single
- ☐
- Divorced
- ☐
- Widowed
- ☐
- Separated

5. Family Housing:

- ☐
- Own
- ☐
- Rent
- ☐
- Shared housing with relatives/friends
-
- ☐
- Temporary (shelter, temporary with friends/relatives)
- ☐
- Homeless

6. Family Income:

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$10,000 | <input type="checkbox"/> \$10,001-\$20,000 | <input type="checkbox"/> \$20,001-\$30,000 |
| <input type="checkbox"/> \$30,001-\$40,000 | <input type="checkbox"/> \$40,001-\$50,000 | <input type="checkbox"/> more than 50,001 |

7. Highest Level of Education:

- | | | |
|---|---|--|
| <input type="checkbox"/> Elementary or junior high school | <input type="checkbox"/> Some high school | <input type="checkbox"/> High school diploma or GED |
| <input type="checkbox"/> Trade/Vocational Training | <input type="checkbox"/> Some college | <input type="checkbox"/> 2-year college degree (Associate's) |
| <input type="checkbox"/> 4-year college degree (Bachelor's) | <input type="checkbox"/> Master's degree | <input type="checkbox"/> PhD or other advanced degree |

8. Which, if any, of the following do you currently receive? (Check all that apply)

- | | | |
|--------------------------------------|---|---|
| <input type="checkbox"/> Food Stamps | <input type="checkbox"/> Medicaid (State Health Insurance) | <input type="checkbox"/> Earned Income Tax Credit |
| <input type="checkbox"/> TANF | <input type="checkbox"/> Head Start/Early Head Start Services | <input type="checkbox"/> None of the above |

9. Please tell us about the children living in your household.

	Gender		Birth Date	Your Relationship to Child (Check One)						
	Male	Female		Birth parent	Adoptive parent	Grand-parent	Sibling	Other relative	Foster Parent	Other
Child 1			mm/dd/yy							
Child 2										
Child 3										
Child 4										

If more than 4 children, please use space provided on the back of this sheet.

This survey was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research * Public Service through funding provided by the US Department of Health and Human Services

PROTECTIVE FACTORS SURVEY

Part I. Please circle the number that describes how often the statements are true for you or your family. The numbers represent a scale from 1 to 7 where each of the numbers represents a different amount of time. The number 4 means that the statement is true about half the time.

Part I		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
In my family, we talk about problems.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
When we argue, my family listens to "both sides of the story."	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
In my family, we take time to listen to each other.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
My family pulls together when things are stressful.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
My family is able to solve our problems.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7

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PROTECTIVE FACTORS SURVEY

Part II. Please circle the number that best describes how much you agree or disagree with the statement.

Part II		Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
I have others who will listen when I need to talk about my problems	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
When I am lonely, there are several people I can talk to	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
If my family needed food or housing I would know where to turn	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
If I had trouble making ends meet I would know where to find help	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
If there is a crisis, I have others I can talk to	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
If I needed help finding a job, I wouldn't know where to go for help.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7

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PROTECTIVE FACTORS SURVEY

Part III. This part of the survey asks about parenting and your relationship with your child. For this section, please focus on the child that you hope will benefit most from your participation in our services. Please write the child's age or date of birth and then answer the questions with this child in mind.

Child's Age _____ or Child's Date of Birth ____/____/____

Part III		Strongly Disagree	Mostly Disagree	Slightly Disagree	Neutral	Slightly Agree	Mostly Agree	Strongly Agree
There are many times when I don't know what to do as a parent.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I know how to help my child learn.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
My child misbehaves just to upset me.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7

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PROTECTIVE FACTORS SURVEY

Part IV. Please tell us how often each of the following happens in your family.

Part IV		Never	Very Rarely	Rarely	About Half the Time	Frequently	Very Frequently	Always
I praise my child when he/she behaves well.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
When I discipline my child, I lose control.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I am happy being with my child.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
My child and I are very close to each other.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I am able to soothe my child when he/she is upset.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7
I spend time with my child doing what he/she likes to do.	Now	1	2	3	4	5	6	7
	Before	1	2	3	4	5	6	7

*This survey was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research * Public Service through funding provided by the US Department of Health and Human Services*

EXHIBIT D

Visions of the Cross
Families Living in Therapeutic Environments (FLITE) Program
Monthly Report for _____

Program Overview

# of HHSA Clients in FLITE ____	# of Children living with Client ____	# of Probation Clients in FLITE ____
# of Graduations ____	# of participation disruptions ____	# of Males ____ # of Females ____
Describe all program participation, disruptions, changes, challenges, updates, successes, etc.:		

Client Data

Client's Initials	Program Start Date	Days in FLITE this month	# of Children residing with this Client	Days of Parent Univ. completed this month	Projected graduation date	Date of last drug screen	Exit date	Exit reason

By the tenth day of each month, deliver completed form to: CSContracts@co.shasta.ca.us

EXHIBIT E**HOUSE RULES AGREEMENT****VOTC, Inc.****T-House General Rules Agreement**

General Rules	Participant Initials
1. All monies must be paid on or before the date of entry. No exception without the approval of Program Director.	
2. All visiting must be done away from the transitional housing site. Absolutely no visiting at the house unless approved by staff. When permitted, visitors are not allowed in participant's room without permission of staff and no intimate showings of affection with visitors while in the house. Visitors must also be properly attired (women shall not dress provocatively).	
3. All participants should act and dress properly while at VOTC, Inc. this includes fraternizing with and relationships between clients. There will be no sexual activities on the VOTC, Inc. property. Participants must be able to work on themselves without outside influences interfering with their program. I will not have sex on the premises.	
4. All participants are responsible for their own transportation. Those transporting children must use approved car seats.	
5. All vehicles must be legal, in running condition and insured. All drivers must have a valid driver's license.	
6. All monies paid are NON-REFUNDABLE.	
7. All participants are required to shower or bath at least once every 24 hours.	
8. Participants will be assigned chores which will be completed daily by 10:00 AM and checked off by Staff; three failures to complete chores (each indicated by an "X") will result in a blackout period being imposed or passes denied.	
9. All participants must wake up by 8:00 AM, M-F; make their beds, clean their rooms, and do their chores daily.	
10. Curfew on Sunday thru Thursday is 10:00 PM; Lights out at 11:00 P. M. Curfew on Friday and Saturday is 12:00 AM.	
11. Participants must remain in compliance with all state and federal laws and court orders, including restraining orders.	
12. All participants must sign out to let Staff know their whereabouts at all times.	
13. No hair dying, tattooing, or sharing of medications, razors, toothbrushes or other personal care items on the premises.	
14. Any violence or threats of violence will not be tolerated and are grounds for immediate termination of perpetrator's program and, if need be, will be reported to the proper authorities.	
15. Foul Language, immoral activity, coarse joking or pornographic materials, including movies and violent video games, are not allowed in or on premises.	
16. All overnight passes must be submitted by Wednesday and approved by Staff.	
17. Participant's fees must be paid when due or passes will be denied unless arrangements have been made with Staff.	
18. The use of alcohol or drugs on or off premises, including while on pass, will not be tolerated. Failure to comply with this requirement is grounds for immediate termination. As a requirement of your stay, you agree to random drug testing.	
Conflicts between residents are to be immediately referred to staff for resolution.	
19. Gambling or visits to gambling establishments for the purpose of gambling is strictly prohibited.	
20. No gang attire or affiliated items, no racial, sexual, or other prejudicial messages will be tolerated.	
21. No phone calls after 10:00 PM.	
22. Absolutely no babysitting or child care of non-participants' children will be permitted.	
23. Participants must be approved by Staff and have a signed release of liability from a parent before they can provide child care for other participants.	
24. Participants will clean up after themselves and their children immediately after cooking or eating.	
25. Food is not allowed in the bedrooms or front room; food and drink, including sippy cups or bottles, are to be served in the kitchen at all times.	
26. All participants are strongly encouraged to attend AA/NA meetings at least 3 per week, get a sponsor and start the 12 steps (Christian or AA/NA) with sponsor within their first 30-days.	
27. Participants enrolled in outpatient and not working are expected to attend daytime groups unless other arrangements have been made with staff.	

Participant Initials _____

Staff Initials _____

Page 1 of 2

Rev. 5/3/2018

VOTC, Inc.
T-House General Rules Agreement

28. Participants must be in compliance with their treatment requirements, including treatment plan, unless otherwise arranged with Staff.	
29. Participants are not to argue with the Staff or display an attitude that is found to be detrimental to the house or program. Such behavior may be grounds for immediate termination.	
30. The use of prescribed medications without a prescription or the use of another participant's medication is also strictly forbidden and reason for dismissal. All prescribed medications will be stored in a personal lock box or out of sight of other participants. All narcotic medications and new prescriptions must be reported to Staff immediately.	
31. Tobacco product use is strictly forbidden inside the house, this includes: cigarettes, cigars, pipes, e-cigarettes, vaping, etc. Smoking is allowed only in designated smoking areas.	
32. Participants pledge to remain abstinent from drugs and/or alcohol as a condition of their stay. Without exception, violation of this condition will result in immediate termination from program. No drug paraphernalia is permitted.	
33. If a household item, such as appliances, plumbing, AC, lights, is broken, do not attempt to fix it, use a "fix it" form to report it to Staff. Our maintenance people will attend to it as soon as possible.	

I, _____, agree to follow these rules and to comply with all
(Print Participant Name)
other aspects of the program. I understand any failure to conform with any of these rules or other program requirements will result in disciplinary action ranging from blackout to termination from program. Staff will determine the action to be taken.

Participant Signature

Date

Staff Signature

Printed Staff Name

Additional Specific Rules for Participants With Their Child(ren)	Participant Initials
34. Parents must take full responsibility for the discipline, health and safety of their child(ren) at all times, failure to do so will result in a report being made to the proper authorities because we are a mandated reporting agency. No spanking allowed. Alternate methods of parenting techniques will be used such as Timeout, 1-2-3 Magic, Triple P, etc.	
35. No profanity in the presence of children at the program.	
36. Bedtime for all children will be no later than 9:00 PM.	
37. Participants will clean up after themselves and their child(ren) immediately after cooking or eating. Parents are asked to sit and eat with their child(ren) during meals.	
38. All soiled diapers must be placed in outside receptacles immediately. Diapers are to be changed in the bedrooms only, not on couches. No diapers, wipes, tampons, etc. shall be put in the toilet.	
39. Children under the age of six (6) must be supervised while in the bathroom at all times. Absolutely no leaving children unattended while bathing or otherwise using the bathroom.	
40. It is the responsibility of the parent to maintain a safe environment for their child(ren), this includes but is limited to keeping poisonous cleaning products, medication, etc. out of reach	
41. While children are outside playing an adult must be present at all times.	
42. When a child is sick, the parent's attention is required. If the child has a fever, is sick for more 2 days, or an injury occurs, the child must be taken to a doctor and/or an emergency room and VOTC staff be notified immediately.	

As a condition of having my child(ren) at a VOTC, Inc. T-House, I agree to follow these rules and understand that any violations will result in a disciplinary action. I agree to comply with all aspects of the program.

Participant Signature

Date

Staff Signature

Printed Staff Name



Client Name: (PRINT) _____
 (LAST) (FIRST) (MI)

DOB: _____ or SS#: _____

Extent or nature of disclosure is limited to: (Check all that apply) HIPAA standards require that you request the minimum information necessary to complete required purpose of this release.

- ☐ Discharge Summary ☐ History & Physical ☐ Dates in program ☐ Legal
☐ Mental Health Assessment ☐ Treatment Plan ☐ Physician Orders ☐ Treatment Progress
☐ Other (Please be specific):

Purpose for disclosure is: _____

Visions Of The Cross/VOTC, Inc.
530-722-1114

AND

NAME OF INDIVIDUAL OR AGENCY:

RELATIONSHIP TO CLIENT

CONTACT PHONE #

ADDRESS OF AUTHORIZED PERSON

The information you designate for disclosure will be disclosed from records protected by HIPAA privacy standards and Federal Confidentiality regulations (42 CFR Part 2). The Federal rules prohibit the recipient of the information from making any further disclosure of this information, unless further disclosure is expressly permitted by your written authorization, or as otherwise permitted by state and federal regulations. A general authorization for the disclosure of medical or other information is **NOT** sufficient for this purpose.

I, the undersigned, have read the above and authorize staff of the disclosing facility named to disclose such information as herein contained. I understand that I may revoke or cancel this Authorization at any time. Withdrawal of the Authorization does not affect any information disclosed before providing a written notice of such a withdrawal of Authorization. **This Authorization will remain in effect for 1 year from date of signature in order to carry out the purpose for which my permission was given.** I understand the program releasing these records is free from all legal liabilities that may arise from this act. I understand I have the right to limit the information to be disclosed and who may see this information. A photocopy of this Authorization is as valid as the original.

I understand that I have the right to obtain, upon request, a list of entities to whom information has been disclosed.

VOTC, Inc. does not make signing this authorization a condition of treatment, payment, enrollment, or eligibility for benefits unless the authorization is mandatory.

Patient Signature _____

Date _____

Facility Witness Signature

Date _____

This notice accompanies a disclosure of information concerning a patient in alcohol/drug abuse treatment made to you with the consent of such patient. This information has been disclosed to you from records protected by Federal Confidentiality rules (42 CFR Part2) and the Health Insurance and Portability and Accountability Act of 1996 (HIPAA 45 C.F.R. Parts 160 & 164) Federal laws prohibit you from making any further disclosure of this information unless it is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2 of HIPAA. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules and laws restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

[] I Hereby Cancel My Permission To Disclose The Information Described On This Form.

Patient Signature _____

Date _____

Facility Witness Signature

Date _____

This original will be kept with Resident's file in office. A copy of this document is to be retained by Resident for their personal records.

Rev. 7/29/2016

EXHIBIT G

VOTC, Inc.
T-House Policies/Consents Agreement

I, _____, agree to follow the policies:

LIABILITY

That I will not hold Visions of the Cross/VOTC, Inc. or its employees, agents or board members liable for any personal injury or any loss through fire or theft while I am in or about the premises, or in a vehicle of or at an outside function of the program; this includes all minor children.

_____ Init.

CONFIDENTIALITY

That should I learn the identity of any person or any confidential information about any person in the program, I will not disclose said information or identity under any circumstances. I understand that I may be subject to criminal or civil penalties should I violate the provisions of this agreement. _____ Init.

UNCLAIMED PERSONAL PORPERTY

That all my personal effects (including but not limited to clothing, furniture, electrical appliances, vehicles, etc.) left on the premises upon my departure from the program, will be stored for a period of thirty (30) days from the date of departure. The collection of said property is to be collected by myself or a representative with a signed note permitting the representative to collect my personal effects. After this period, said effects will be given away, sold discarded, or distributed up at the discretion of the Staff of VOTC, Inc. _____ Init.

GROUP/MEETING/PARTICIPATION

That I agree to attend and participate in all groups, functions, activities or house meetings unless excused from Staff. _____ Init.

EARLY TERMINATION

That if I asked to leave the program, I agree not to visit or contact, by phone, in person or by mail, those participants still in the VOTC program. _____ Init.

RE-ADMITTANCE

That if I am asked to leave the program, for any reason, re-admittance is up to the discretion of the Program Director/Staff and on a case by case basis. _____ Init.

NON-DISCRIMINATION

That I am aware that VOTC, Inc. does not discriminate on the basis of race, color, national origin, religion, sexual preferences, or mental or physical disabilities in providing it's services and benefits. _____ Init.

FOLLOW-UP

That I agree to VOTC, Inc., it's employees, the directions and staff following up on my progress after leaving the program and that I will try to remain in contact every six months. _____ Init.

CONSENT FOR EMERGENCY TREATMENT

That I give my consent to the Staff of VOTC, Inc. or other employees to have me transported to a medical facility in case of emergency. _____ Init.

GAMBLING

That I understand gambling is prohibited while a participant of VOTC, Inc. This means in the facility or visiting a gambling establishment for the purpose of gambling. _____ Init.

CONSENT FOR URINALYSIS

That I understand that VOTC, Inc. conducts random drug testing and that I will submit to a test at any time of day or night even while on a pass. Also should there be any suspicion of my having consumed alcohol and /or other drugs, I give my consent to the Staff of VOTC, Inc. to take a urine sample for analysis by portable method. I understand that should I refuse to be tested, I will immediately expelled from the program. I also understand that should I test positive and disagree with the results I may request a retested at an accredited laboratory. I understand the cost of my analysis will be my responsibility. In the case that I am on probation or parole, the program will contact my PO to take a urine sample for analysis. _____ Init.

CONSENT TO ROOM SEARCH

I understand that random room searches will occur while I am at VOTC, Inc I give my consent to have the Staff to perform a room search. I understand that this search may be done whether I am present or not. I understand that no less than two (2) Staff will be present to witness the room search. . Prohibited items stored in my room such as but not limited to alcohol, drugs, weapons, pornographic material, etc are cause for immediate dismissal. _____ Init.

PROGRAM AGREEMENT

I UNDERSTAND THAT THIS IS NOT A TENANT LANDLORD AGREEMENT AND IS ON A DAY BY DAY BASIS. I AGREE THAT IF I AM ASKED TO LEAVE BECAUSE OF ANY VIOLATION OF PROGRAM RULES; I WILL IMMEDIATELY PACK ALL MY PERSONAL BELONGINGS AND VACATE THE FACILITY. _____ Init.

RELAPSE POLICY

I understand that should I fail any drug and alcohol or I am in possession of drugs, alcohol or drug paraphernalia; I will be terminated from the program for a period of thirty (30) days and given a referral to detox and if necessary authorities will be notified. I also understand that I may reapply after the thirty (30) day period upon discretion of the Program Director.

OPEN-DOOR POLICY

I understand that the Staff of VOTC, Inc. has the right to enter any portion of the facility at any time. I also understand that other participants may be on probation or parole. I understand that VOTC, Inc. complies with all conditions of Probation/Parole, which includes an open door policy to the perspective agents. Staff can enter at any time day or night without notice.

PROPERTY DAMAGE

I understand that I will be held financially liable for any damage by me or my children while a participant of VOTC, Inc. This includes but is not limited to hair dye, nail polish, holes in the walls, stains on the carpets, plumbing issues, broken windows, markings on the walls, etc.

I agree to the above policies and I agree to comply with all aspects of the program as a condition of being a participant of VOTC, Inc. (Visions of the Cross).

Participant Signature

Date

Staff Signature

Date

Print Staff Name

Title

Agr.CS.VOTC.FLITE.1821
2283-6-2018-01
CC 23602; 50100

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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Agreement with the State of California Department of Transportation

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Melissa Janulewicz, Branch Director, HHSA Regional Services (530) 245-7638

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

RECOMMENDATION

Adopt a resolution which: (1) Approves and authorizes the Chairman to sign a revenue renewal agreement, Cooperative Agreement No. 02A1753, with the State of California Department of Transportation (CalTrans) in an amount not to exceed \$356,039.81 for the Opportunity Center to provide roadside maintenance services for the period July 1, 2018 through June 30, 2021; and (2) approve and authorize the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign minor 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 of more than \$35,000 as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

This revenue agreement provides Opportunity Center (OC) Participants the opportunity to learn and practice valuable employer skills by performing general roadside maintenance for the CalTrans District 2 Division of Maintenance at various Shasta County locations.

DISCUSSION

OC Participants have been providing roadside maintenance services through the Caltrans District 2 office since July 2006. Through this agreement, adults with disabilities who are OC Participants, will continue to have the opportunity to learn and practice valuable employment skills. These services are provided by an OC work crew consisting of six OC Participants, on average, under the supervision of one Work Instructor.

Authorizing the HHSA Director or Branch Director to sign amendments to this revenue agreement provides flexibility for minor changes during the agreement.

ALTERNATIVES

The Board may direct staff to negotiate different terms to the agreement or choose not to approve the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no County General Fund impact as the OC budget receives no General Fund support.

ATTACHMENTS:

Description	Upload Date	Description
Cooperative Agreement	6/11/2018	Cooperative Agreement
Resolution	6/12/2018	Resolution

COOPERATIVE AGREEMENT

THIS AGREEMENT **02A1753**, ENTERED INTO ON **July 1, 2018**, is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the **County of Shasta**, hereinafter referred to as **LOCAL AGENCY**.

RECITALS

1. **CALTRANS** and **LOCAL AGENCY**, pursuant to Streets and Highways Code section 114 (a), are authorized to enter in this Agreement affecting State highways within the jurisdiction of **LOCAL AGENCY**.
2. **LOCAL AGENCY** has agreed to implement **Roadside Litter Removal**, hereinafter the Project, subject to the terms and conditions of this Agreement. The Project Description (Scope of Work and Cost Estimate) is attached hereto as **Attachment I**.
3. The **LOCAL AGENCY's** governing body, under the authority of local ordinances, if applicable, if authorized to provide services or funding as described and specified herein pursuant to the **LOCAL AGENCY** resolution attached hereto as **Attachment II**.
4. All services performed by **LOCAL AGENCY** pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and **LOCAL AGENCY** laws, ordinances, regulations, and **CALTRANS** encroachment permits, published manuals, policies, and procedures.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State	\$356,039.81

6. This Agreement is exempt from legal review and approval by the Department of General Services, pursuant to PCC section 10295.

SECTION I

LOCAL AGENCY AGREES:

To satisfactorily complete all Project Work described in **Attachment I**.

SECTION II

CALTRANS AGREES:

CALTRANS agrees that when conducting an audit of the costs claimed by **LOCAL AGENCY** under the provisions of this Agreement, **CALTRANS** will rely to the maximum extent possible on any prior audit of **LOCAL AGENCY** pursuant to the provisions of State and applicable Federal laws. In the absence of such an audit, work of

other auditors will be relied upon to the extent that such work is acceptable to **CALTRANS** when planning and conducting additional audits.

SECTION III

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **LOCAL AGENCY** and **CALTRANS** agree as follows:

1. Notification of Parties

- a. **LOCAL AGENCY's** Project Manager is Del Lockwood
- b. **CALTRANS 's** Contract Manager is Pamela Rogne (530) 225-3349
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

County of Shasta

Attention: Del Lockwood, Project Manager
Opportunity Center Staff Services Manager
County of Shasta
HHS Regional Services
Attention: Contracts Unit
1506 Market Street
Redding, CA 96001-1023

California Department of Transportation

D2/Division of Maintenance
Attention: Pamela Rogne, Contract Manager
1490 George Drive
Redding, CA 96003-1460

2. Period of Performance

Work under this Agreement shall begin on **July 1, 2018**, contingent upon approval of this Agreement by **CALTRANS**, and will terminate on **June 30th, 2021**, unless extended by amendment.

3. Changes in Terms/Amendment

This Agreement may only be amended or modified by mutual written agreement of the parties.

4. Termination

This Agreement may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to

LOCAL AGENCY will include all authorized non-cancelable obligations and prior costs incurred.

5. Cost Limitation

- a. The total amount payable to **LOCAL AGENCY** pursuant to this Agreement by **CALTRANS** shall not exceed **\$356,039.81**.
- b. It is understood and agreed that this Agreement fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as authorized by the **CALTRANS** Contract Manager or its designee at or below the fund limitation amount set forth in section 5a, above.

6. Allowable Costs

- a. The method of payment for this Agreement will be based on actual allowable costs. **CALTRANS** will reimburse **LOCAL AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the **LOCAL AGENCY** has an approved indirect cost allocation plan) and contracted consultant services costs incurred by **LOCAL AGENCY** in performance of the Project work, not to exceed the cost reimbursement limitation set forth in 5.a, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment I without prior written agreement between **CALTRANS** and **LOCAL AGENCY**.
- b. Reimbursement of **LOCAL AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **LOCAL AGENCY** in the performance of the Project work. **LOCAL AGENCY** must not only have incurred the expenditures on or after the Effective Date of this Agreement and before the Termination Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to **LOCAL AGENCY**, or its contractors, its subcontractors, and/or its sub recipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.
- d. **CALTRANS** will reimburse **LOCAL AGENCY** for all allowable Project costs no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this Agreement Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
D02/Maintenance
Attention: Pamela Rogne, Contract Manager
1490 George Drive, Redding, CA, 96003-1460

- e. Invoices shall include the following information:
 - 1. Names of the **LOCAL AGENCY** Personnel performing work
 - 2. Name of the Supervisors
 - 3. Dates of Service
 - 4. Hours Worked
 - 5. Locations of Service (**County, Route, and Post mile**)

7. Reports

- a. **LOCAL AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **LOCAL AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- b. Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.
- c. **LOCAL AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **CALTRANS** Contract Manager.

8. Local Match Funds

- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the start date and prior to the termination date of this Agreement, unless expressly permitted as local match expenditures made prior to the effective date of this Agreement pursuant to Government Code section 14529.17 or by prior executed SB 2800 Agreement for Local Match Fund Credit.
- b. **LOCAL AGENCY** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than state or federal funds), if any is specified within this Agreement or in any Attachment hereto, toward the actual cost of the services described in Attachment I nor the amount, if any described in an executed SB 2800 (Streets and Highways Code section 164.53) agreement for local match fund credit, whichever is greater. **LOCAL AGENCY** shall contribute not less than its required match amount toward the services described herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency.

9. Cost Principles

- a. **LOCAL AGENCY** shall comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **LOCAL AGENCY** agrees, and will require that their contractors, subcontractors, and other subrecipients will be obligated to agree, that 48 CFR, Part 31, Contract Cost Principles and Procedures and 2 CFR, Part 200 shall be used to determine the allowability of individual Project cost items, and shall comply with federal administrative procedures set forth in 2 CFR, Part 200.
- c. Any Project costs for which **LOCAL AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, or 2 CFR, Part 200, are subject to repayment by **LOCAL AGENCY** to **CALTRANS**. Should **LOCAL AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **LOCAL AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other funding source.
- d. **LOCAL AGENCY** agrees to include Project in the schedule of projects to be examined in **LOCAL AGENCY**'s annual audit and in the schedule of projects to be examined under its single audit prepared in compliance with 2 CFR, Part 200.
- e. Prior to **LOCAL AGENCY** seeking reimbursement of indirect costs, **LOCAL AGENCY** must: prepare an indirect cost rate proposal and a central service costs allocation plan (if any); or request the use of the de minimis rate, or request an extension of a negotiated indirect rate, in compliance with 2 CFR Part 200, Cost Principles for State, Local and Indian Tribal Governments, and Chapter 5 Local Assistance Program Procedures Manual which may be accessed at: http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/ch05.pdf. Proposals and requests must be submitted to, and in accordance with, Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/
- f. **LOCAL AGENCY** agrees and shall require that all of its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety, except for section D, above.

10. Americans with Disabilities Act

By signing this Agreement **LOCAL AGENCY** assures **CALTRANS** that it complies with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

11. Indemnification

- a. Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal

liability of either party to the agreement by imposing any standard of care with respect to the operation, maintenance and repair of State highways different from the standard of care imposed by law.

- b. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** under or in connection with any work, authority or conduct conferred upon **LOCAL AGENCY** under this Agreement. It is understood and agreed that, **LOCAL AGENCY** shall fully defend, indemnify and save harmless **CALTRANS** and all of its officers and employees from all claims, suits or actions of every name, kind and description arising out of this Agreement, including but not limited to, any tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** under or in connection with any work, authority or conduct delegated to **LOCAL AGENCY** under this Agreement.

12. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this Agreement, the **LOCAL AGENCY**, and its Subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **LOCAL AGENCY** shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **LOCAL AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.
- c. **LOCAL AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information

and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.

- d. **LOCAL AGENCY** and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **LOCAL AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

13. Funding Requirements

- a. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to **CALTRANS** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this Agreement shall be amended to reflect any reduction in funds.
- d. **CALTRANS** has the option to void this Agreement under the thirty (30) day termination clause or to amend this Agreement to reflect any reduction of funds. In the event of an unscheduled termination, the **CALTRANS** Contract Manager may reimburse **LOCAL AGENCY** in accordance with the provisions of Article 4 of this Section III.

14. Records Retention

- a. **LOCAL AGENCY**, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of **LOCAL AGENCY**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **LOCAL AGENCY**, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to **LOCAL AGENCY** and shall be held open to inspection, copying, and audit by

representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **LOCAL AGENCY**, its contractors, and its subcontractors upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, **CALTRANS** will rely to the maximum extent possible on any prior audit of **LOCAL AGENCY** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **LOCAL AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of **LOCAL AGENCY's** contracts with third parties pursuant to Government Code section 8546.7, **LOCAL AGENCY**, **LOCAL AGENCY's** contractors and subcontractors and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **LOCAL AGENCY** under this Agreement. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **LOCAL AGENCY** shall furnish copies thereof if requested.
- c. **LOCAL AGENCY**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this Agreement.

15. Disputes

- a. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **LOCAL AGENCY**.
- b. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse **LOCAL AGENCY** from full and timely performance in accordance with the terms of the Agreement.

16. Subcontractors

LOCAL AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by **CALTRANS** Contract Manager, unless expressly included (subcontractor identified) in Attachment I. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to **LOCAL AGENCY's** subcontractors.

17. Third Party Contracting

- a. **LOCAL AGENCY** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of **CALTRANS**. Contracts awarded by **LOCAL AGENCY**, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.
- b. Any subcontract entered into by **LOCAL AGENCY** as a result of this Agreement shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.
- c. If local match is a requirement of these funds, **LOCAL AGENCY** must ensure that local match funds used for the Project meet the requirements outlined in this Agreement in the same manner as is required of all other Project expenditures.
- d. In addition to the above, the pre-award requirements of third party contractor/consultants with local agencies must be consistent with Local Program Policy (LPP 00-05).

18. Reporting Small Business (SB)/Micro Business (MB) and/or Disabled Veterans Business Enterprise (DVBE) Utilization

If SB/MB and/or DVBE Subcontractor participation is a requirement of this Agreement, the Contractor must report the actual amount paid to certified Subcontractors. The Contractor must comply with Government Code Section 14841 and Military and Veterans Code Section 999.5(d) by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. The Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059 or <http://www.dot.ca.gov/hq/dpac/doc/adm3059.pdf>) form, to the Caltrans Contract Manager within 60 days from receipt of final payment.

19. Disabled Veterans Business Enterprise

- a. Should Military and Veterans Code sections 999 *et seq.* be applicable to **LOCAL AGENCY**, **LOCAL AGENCY** shall meet the 3% Disabled Veterans Business

Enterprises goals (or **LOCAL AGENCY**'s applicable higher goals) in the award of every contract for Project work to be performed under this Agreement.

- b. **LOCAL AGENCY** shall have the sole duty and authority under this Agreement and each amendment to determine whether these referenced code sections are applicable to **LOCAL AGENCY** and, if so, whether participation asserted by those contractors of **LOCAL AGENCY** were sufficient as outlined in Military and Veterans Code sections 999 *et seq.*

20. Drug-Free Workplace Certification

By signing this Agreement, **LOCAL AGENCY** hereby certifies under penalty of perjury under the laws of the State of California that **LOCAL AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace,
 2. the person's or organization's policy of maintaining a Drug-Free workplace,
 3. any available counseling, rehabilitation, and employee assistance programs, and
 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 1. will receive a copy of the company's Drug-Free policy statement, and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both, and **LOCAL AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **LOCAL AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

21. Relationship of Parties

It is expressly understood that this is an agreement is executed by and between two independent governmental entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

22. Equipment Purchase (By LOCAL AGENCY)

- a. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **LOCAL AGENCY** enters into any non-budgeted purchase order or sub-agreement exceeding \$500 for supplies, equipment, or consultant services. **LOCAL AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For the purchase of any item, service or consulting work not covered in the attached Project Description (Attachment I) and exceeding \$500, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the **CALTRANS** Contract Manager.
- c. Any equipment purchased as a result of this Agreement is subject to the following: **LOCAL AGENCY** shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on sale, in accordance with established **CALTRANS** procedures, purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried is those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to **CALTRANS** upon request by **CALTRANS**.
- d. At the conclusion of the Agreement, or if the Agreement is terminated, **LOCAL AGENCY** may either keep the equipment and credit **CALTRANS** in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established **CALTRANS** procedures and credit **CALTRANS** in an amount equal to the sales price. If **LOCAL AGENCY** elects to keep the equipment, fair market value shall be determined, at **LOCAL AGENCY** expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to **CALTRANS** and **LOCAL AGENCY**. If it **LOCAL AGENCY** is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by **CALTRANS**.
- e. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.

- f. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this Article.

23. Disabled Access Review

Disabled access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs and related facilities. No construction contract will be awarded by **LOCAL AGENCY** unless **LOCAL AGENCY** plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101, et. seq.).

24. Fire Marshal Review

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any **CALTRANS** owned or **CALTRANS** occupied buildings per Section 13108 of the Health and Safety Code. When applicable, **LOCAL AGENCY** must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with **CALTRANS** fire protection standards.

25. Environmental Clearance

Environmental clearance of Project by **LOCAL AGENCY** and/or **CALTRANS** is required prior to requesting funds for right of way purchase or construction. No department or agency shall request funds nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code section 21102. The California Environmental Quality Act (CEQA), in California Public Resources Code section 21080(b)(10), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

26. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance **LOCAL AGENCY** must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. **LOCAL AGENCY** agrees to include prevailing wage requirements in its contracts for public work. Work performed by **LOCAL AGENCY's** own forces is exempt from the Labor Code's prevailing wage requirements.

27. Prevailing Wage Requirements in Subcontracts

LOCAL AGENCY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a “public work” as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **LOCAL AGENCY**’s contracts.

28. Project Close Out

The Agreement Expiration Date refers to the last date for **LOCAL AGENCY** to incur valid Project costs or credits and is the date the Agreement expires. **LOCAL AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

29. Title VI Assurances

A. Appendix A

During the performance of this Agreement, the **LOCAL AGENCY**, for itself, its assignees and successors in interest (hereinafter referred to as the “**LOCAL AGENCY**”) agrees as follows:

1. **Compliance with Regulations:** The **LOCAL AGENCY** (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
2. **Non-discrimination:** The **LOCAL AGENCY**, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **LOCAL AGENCY** will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the **LOCAL AGENCY** for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the **LOCAL AGENCY**

of the **LOCAL AGENCY's** obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

4. **Information and Reports:** The **LOCAL AGENCY** will provide all information and reports required by the Acts, the and Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Caltrans or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a **LOCAL AGENCY** is in the exclusive possession of another who fails or refuses to furnish the information, the **LOCAL AGENCY** will so certify to Caltrans or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the **LOCAL AGENCY's** noncompliance with the Non-discrimination provisions of this Agreement, Caltrans will impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the **LOCAL AGENCY** under the Agreement until the **LOCAL AGENCY** complies, and/or
 - b. cancelling, terminating or suspending an Agreement, in whole or in part.

6. **Incorporation of Provisions:** The **LOCAL AGENCY** will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The **LOCAL AGENCY** will take action with respect to any subcontract or procurement as Caltrans or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the **LOCAL AGENCY** becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the **LOCAL AGENCY** may request Caltrans to enter into such litigation to protect the interests of the State. In addition, the **LOCAL AGENCY** may request the United States to enter into the litigation to protect the interests of the United States.

B. Appendix E (Pertinent Non-Discrimination Authorities)

During the performance of this contract, the **LOCAL AGENCY**, for itself, its assignees, and successors, and successors in interest (hereinafter referred to as the "**LOCAL AGENCY**") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 460 1), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Right Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which ensures discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

30. State-Owned Data

- a. **LOCAL AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 2. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 3. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 4. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 5. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 6. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 7. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

- b. To use the State-owned data only for State purposes under this Agreement.
- c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). Reference State Administrative Manual (SAM) section 5335.1.

31. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to and not a limitation of the **LOCAL AGENCY'S** indemnification obligations contained elsewhere in this Agreement, the **LOCAL AGENCY** hereby assumes all risks of the consequences of exposure of **LOCAL AGENCY'S** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **LOCAL AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **LOCAL AGENCY'S** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **LOCAL AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **LOCAL AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

32. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if **LOCAL AGENCY** generates four (4) cubic yards of organic waste per week the contractor shall arrange for organic waste recycling services. "Organic waste" means food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in food.

The **LOCAL AGENCY** shall take at least one of the following actions:

- 1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.
- 2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.
- 3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this Agreement by this reference and attachment.

- I. Scope of Work, Schedule, and Costs
- II. **LOCAL AGENCY** Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: _____

Title: Contract Officer

Date: _____

COUNTY OF SHASTA

By: _____

LES BAUGH, CHAIRMAN

Title: Board of Supervisors, County of
Shasta, State of California

Date: _____

ATTEST:
LAWRENCE G. LEES
Board of Supervisors
County of Shasta
State of California

By: _____

Title: Deputy

Date: _____

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

By: Alan B. Cox 6/7/18

Title: Alan B. Cox
Deputy County Counsel

Date: _____

RISK MANAGEMENT APPROVAL

By: James Johnson 06/08/18

Title: James Johnson
Risk Management Analyst

Date: _____

INFORMATION TECHNOLOGY
APPROVAL

By: Tom Schreiber

Title: Tom Schreiber
Chief Information Officer

Date: 6-11-2018

SCOPE OF WORK AND RATES

I. LOCAL AGENCY AGREES:

1. To provide, under the direction of the LOCAL AGENCY, supervisors and participants in work crews. LOCAL AGENCY shall assign one (1) supervisor per one (1) work crew, each consisting of approximately six (6) to twelve (12) crew members from the LOCAL AGENCY to perform manual, unskilled labor on State highways within the County of Shasta, which will improve or preserve its appearance or function, including but not limited to litter pickup, weed removal, brush clearing, drainage ditch clearing, fire break clearing, plant re-establishment, minor replanting of dead or damaged vegetation, and water basin cleaning and re-establishment.
2. LOCAL AGENCY shall provide services during the weekdays, Monday through Friday between the hours of 7:00 AM to 4:00 PM for an eight (8)-hour period, which includes travel to and from the work sites.
3. LOCAL AGENCY shall have full responsibility for their work crew including but not limited to pay and supervision of the work crew. Technical direction for the work crew shall be furnished by Caltrans.
4. LOCAL AGENCY shall have the sole responsibility for supervision, custody, care and control of the LOCAL AGENCY'S work crew assigned to work on the State facilities. The LOCAL AGENCY'S work crew shall not co-mingle with the public or with Caltrans staff. Participants shall be under the direction and control of CALTRANS only with regard to the location of work, and the manner of performing it. The LOCAL AGENCY'S supervisors shall supervise the work crew while performing the work that CALTRANS has specified.
5. LOCAL AGENCY shall provide the operator for the State-furnished vehicle(s), which will be used for transporting the LOCAL AGENCY'S work crews to and from the work sites.
6. LOCAL AGENCY'S vehicle operator shall possess a valid California Driver's license appropriate for the vehicle to be operated and have completed a Defensive Driving Course within the past three (3) years. The Defensive Driver's training must be equivalent to that required by the State for its employees operating State vehicles.
 - a. The number of work related driving accidents of the LOCAL AGENCY'S vehicle operator shall not exceed the number allowable for a State employee under the current State policy. If the accident record is found to exceed the maximum amount allowable by State policy, the LOCAL AGENCY shall immediately provide a replacement operator at the request of the CALTRANS Contract Manager.
7. LOCAL AGENCY shall be responsible for providing all medical care and treatment required by LOCAL AGENCY'S participants, and contact the Caltrans Contract Manager.

II. CALTRANS AGREES:

1. To specify the work to be done, the location, and the manner of performing it.
2. To make periodic visits to the worksite during the day to assure that the work is being performed as requested.
3. To provide the required technical direction.
4. To provide materials, supplies, equipment, tools, and training to work crews in the use of all tools (including mechanical and power tools) that the work crews will need to use in performing work under this Agreement.
5. To provide all necessary safety instructions.
6. To provide all necessary safety equipment to enable the work crews to perform the required tasks, including but not limited to, safety equipment such as warning signs, hard hats and safety vests; and any other equipment deemed necessary shall be furnished upon approval by CALTRANS. Instructions shall be provided to the LOCAL AGENCY'S supervisory personnel regarding proper placement of said signs and proper safety procedures to follow, relative to the work being performed by the LOCAL AGENCY'S work crew.
7. To provide all traffic control that may be necessary in connection with the work being performed by the work crews.
8. To operate any highway equipment that may be necessary in order for the work crews to perform the work.

III. Activities to be performed by LOCAL AGENCY work crews:

1. Clear unwanted (i.e., unsightly, dead, overgrown) brush and trees within Caltrans right-of-way.
2. Remove brush, trees, and other debris in ditches, channels, or natural gullies leading to cross-highway drainage within Caltrans right-of-way.
3. Make firebreaks at fence lines and where appropriate, adjacent to shoulders, in lieu of spraying, grading, mowing, or disking.
4. Remove fire tinder (i.e., dead grass, fallen limbs) within Caltrans right-of-way.
5. Plant restoration in landscaped areas:
 - a. Remove dead or end of life cycle plants, shrubs and trees
 - b. Prepare and replant areas of plant loss, shrubs and trees
 - c. Ground cover removal and replanting

6. Manual weed control.
7. Clean up back side of landscaped areas (i.e., along local streets and frontage roads). Clean brush, weeds; remove debris from unimproved Caltrans right-of-way.
8. Mow lawns and mulch plants.
9. Litter removal (roadside and landscape).
10. Minor storm damage repair activity.
11. Provide the following services at Caltrans maintenance stations:
 - a. Light janitorial work on facilities.
 - b. Landscape maintenance of grounds.
 - c. Clean up debris in maintenance station yards.
 - d. Improve general appearance of stations.
 - e. General yard work at maintenance stations.

IV. RATES

1. Rates are based on a rate per day basis, one work crew and one supervisor*

July 1, 2018 through December 31, 2018	\$417.86 not to exceed \$52,232.50
January 1, 2019 through June 30, 2019	\$455.89 not to exceed \$57,442.14
July 1, 2019 through December 31, 2019	\$455.89 not to exceed \$56,986.25
January 1, 2020 through June 30, 2020	\$493.87 not to exceed \$62,227.62
July 1, 2020 through December 31, 2020	\$493.87 not to exceed \$61,733.75
January 1, 2021 through June 30, 2021	\$531.85 not to exceed \$65,417.55

Total Contract Allotment July 1, 2018 through June 30, 2021 = \$356,039.81

2. The monthly rate remains the same with the exception of the increases that reflect the Governor's approved increases in statewide minimum wage.

July 1, 2018 reflects the 4.76% increase. January 1, 2019 reflects the 9.1% increase.

January 1, 2020 reflects the 8.33% increase. January 1, 2021 reflects the 7.69% increase.

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING COOPERATIVE AGREEMENT 02A173 WITH
THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,
FOR THE OPPORTUNITY CENTER TO PROVIDE ROADSIDE MAINTENANCE
SERVICES**

WHEREAS, the mission of the County of Shasta, Health and Human Services Agency, Regional Services Branch, Opportunity Center is “developing productive and meaningful employment opportunities for people with disabilities”; and

WHEREAS, the Opportunity Center receives funding from federal and state departments for the purpose of serving the vocational needs of people with disabilities; and

WHEREAS, the Shasta County Board of Supervisors has reviewed Cooperative Agreement 02A173 between the Health and Human Services Agency, Regional Services Branch, Opportunity Center and the State of California, Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta authorizes entering into Cooperative Agreement No. 02A1753 (“Agreement”) beginning July 1, 2018 and ending June 30, 2021, in an amount not to exceed \$356,039.81, and that the Chairman of the Board of Supervisors of the County of Shasta is approved and authorized to sign the Agreement of behalf of the County of Shasta.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta approves and authorizes the Health and Human Services Agency (“HHSA”) Director, or any HHSA Branch Director, designated by the HHSA Director, to sign minor 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 of more than \$35,000, as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*.

DULY PASSED AND ADOPTED this _____th/st day of _____, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

By _____
Deputy

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING COOPERATIVE AGREEMENT 02A1753 WITH
THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,
FOR THE OPPORTUNITY CENTER TO PROVIDE ROADSIDE MAINTENANCE
SERVICES**

WHEREAS, the mission of the County of Shasta, Health and Human Services Agency, Regional Services Branch, Opportunity Center is “developing productive and meaningful employment opportunities for people with disabilities”; and

WHEREAS, the Opportunity Center receives funding from federal and state departments for the purpose of serving the vocational needs of people with disabilities; and

WHEREAS, the Shasta County Board of Supervisors has reviewed revenue renewal Cooperative Agreement 02A1753 between the Health and Human Services Agency, Regional Services Branch, Opportunity Center and the State of California, Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta authorizes entering into Cooperative Agreement No. 02A1753 (“Agreement”) beginning July 1, 2018 and ending June 30, 2021, in an amount not to exceed \$356,039.81, and that the Chairman of the Board of Supervisors of the County of Shasta is approved and authorized to sign the Agreement of behalf of the County of Shasta.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta approves and authorizes the Health and Human Services Agency (“HHSA”) Director, or any HHSA Branch Director designated by the HHSA Director, to sign minor amendments to the Agreement, 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 of more than \$35,000, as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*.

DULY PASSED AND ADOPTED this _____th/st day of _____, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

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

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

Amendment to agreement with Shasta County Office of Education

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with the Shasta County Office of Education to provide Stage One Child Care services to decrease the maximum compensation during the entire term of the agreement from \$6,000,000 to \$5,540,000, and retain the term for the period July 1, 2017 through June 30, 2020.

SUMMARY

Since August 1998, Shasta County Office of Education (SCOE) has been consistently providing quality services to Shasta County families. The proposed amendment will reduce compensation due to declining caseloads and corresponding state funding.

DISCUSSION

As a part of the CalWORKs Program supportive services, families actively participating are offered no cost child care resources to support their participation in job or educational activities. For many years, Shasta County has collaborated with SCOE to provide these services on behalf of CalWORKs recipients in what is termed "Stage One Child Care." In addition to this Stage One Child Care agreement, SCOE has historically received related CalWORKs funding (Stages Two and Three Child Care) through the State Department of Education to provide additional child care and related parent support services for former CalWORKs participants. Child care services are crucial to maintaining stable employment, and the cost would otherwise be out of reach for many working parents in the CalWORKs Program. Stage One Child Care services are a mandated component of the CalWORKs Program, providing valuable assistance to parents in obtaining and maintaining work. Additionally, SCOE contracts with numerous child care providers, which spreads the financial benefit of these resources throughout the community.

California Department of Social Services has decreased CalWORKs childcare funding to counties beginning July 1, 2018 due to decreasing CalWORKs caseloads. Because of this decrease in funding, the Health and Human Services Agency must reduce the original contracted amounts of this agreement. The Board approved the original agreement on June 27, 2017.

ALTERNATIVES

The Board could choose not to approve the amendment and the department would monitor and ensure expenditures during the affected Fiscal Years (FY) remain within state allocations.

OTHER AGENCY INVOLVEMENT

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

FINANCING

For FY 2017-18 there are transfers between budget line items but no change to the maximum compensation of \$2,000,000. For both FYs 2018-19 and 2019-20 maximum compensation is being decreased by \$230,000 (from \$2,000,000 to \$1,770,000) for each FY; there are budget line item shifts as well. No additional County General Funds are requested.

ATTACHMENTS:

Description	Upload Date	Description
Amendment	6/7/2018	Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND SHASTA COUNTY OFFICE OF EDUCATION**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County") and Shasta County office of Education ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on June 27, 2017, effective July 1, 2017, for the administration of Stage One Child Care services ("Agreement"); and

WHEREAS, County and Consultant desire to amend this Agreement to change Exhibit F, "Budget" for County Fiscal Year 2017-18; and

WHEREAS, County and Consultant desire to amend this Agreement to change Exhibit G, "Budget" for County Fiscal Year 2018-19; and

WHEREAS, County and Consultant desire to amend this Agreement to change Exhibit H, "Budget" for County Fiscal Year 2019-20;

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 4. **COMPENSATION** of the Agreement is amended as of July 1, 2017, in its entirety, to read as follows:
 - A. In accordance with the budget (the "Budget") as prescribed in **EXHIBIT F-1** for County Fiscal Year 2017-18, **EXHIBIT G-1** for County Fiscal Year 2018-19, and **EXHIBIT H-1** for County, Fiscal Year 2019-20 of this agreement, attached hereto and incorporated by this reference, County shall pay to Consultant a maximum of \$2,000,000 for County Fiscal Year 2017-18, \$1,770,000 for County Fiscal Year 2018-19 and \$1,770,000 for County Fiscal Year 2019-20 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 and achieving outcomes pursuant to this agreement. In no event, shall the maximum amount payable under this agreement exceed \$5,540,000.
 - B. During the term of this agreement, Consultant may make budget line items shifts within a Budget Category with County approval as long as the adjustment in aggregate, does not exceed 10 percent of the Budget Category total and does not increase total compensation payable under this agreement.
 - C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

- II.** Exhibit F, attached to the Agreement and entitled, "Budget" for County Fiscal Year 2017-18, is replaced with Exhibit F-1, "Budget" for County Fiscal Year 2017-18, and attached and incorporated herein.

All references in the Agreement to Exhibit F, shall be construed as references to Exhibit F-1 as of the effective date of this First Amendment.

- III.** Exhibit G, attached to the Agreement and entitled, "Budget" for County Fiscal Year 2018-19, is replaced with Exhibit G-1, "Budget" for County Fiscal Year 2018-19, and attached and incorporated herein.

All references in the Agreement to Exhibit G, shall be construed as references to Exhibit G-1 as of the effective date of this First Amendment.

- IV.** Exhibit H, attached to the Agreement and entitled, "Budget" for County Fiscal Year 2018-19, is replaced with Exhibit H-1, "Budget" for County Fiscal Year 2019-20, and attached and incorporated herein.

All references in the Agreement to Exhibit H, shall be construed as references to Exhibit H-1 as of the effective date of this First Amendment.

V. REAFFIRMATION

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

VI. ENTIRE AGREEMENT

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

VII. EFFECTIVE DATE

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

/SIGNATURE PAGE FOLLOWS/

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: Alan B. Cox 5/10/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 05/10/18
James Johnson
Risk Management Analyst

CONSULTANT

5-24-18
Date

Judy Flores
Judy Flores, Superintendent
Shasta County Office of Education

Tax I.D.#: On file

SHASTA COUNTY OFFICE OF EDUCATION
Stage One Child Care Budget
County Fiscal Year 2017-18

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

Shasta County Office of Education
 1644 Magnolia Avenue
 Redding, CA 96001

Budget Category		FTE	
Personnel/Position			
1270-Nurse		0.40	46,022
2210-Mental Health		1.00	43,087
2210-Mental Health		0.40	20,215
1360-Executive Director		0.15	16,688
2310-Health & Safety Manager		0.15	15,322
2310-ECS Manager		0.40	38,936
2310-ECS Supervisor		0.30	22,667
2410-Health & Safety Outreach		0.80	37,859
2410-Specialist		0.80	56,201
2410-Specialist		0.80	54,930
2410-Specialist		0.40	18,905
2410-Specialist		0.80	39,762
2410-Specialist		1.00	36,540
2410-Specialist		0.80	55,392
2410-Accountant		0.50	35,584
2410-Clerical		0.30	11,432
Fringe Benefits			212,042.40
Total Salary and Benefits		9.00	761,584.40
Operating Expenses			
Office Expenses/Supplies			4,590
Equipment			9,750
Rents/Leases			11,372
Utilities/Communications			0
Travel/Training			7,000
Behavioral Specialist Mileage			10,700
Gen'l Operating / Services			10,182
Provider Payments			1,019,683.60
Contract Services – MH Bridges			0
Total Operating Expenses			1,073,277.60
Total Expenses			1,834,862
Administrative Cost – 9.00%			165,138
Total			2,000,000

SHASTA COUNTY OFFICE OF EDUCATION
Stage One Child Care Budget
County Fiscal Year 2018-19

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

Shasta County Office of Education
 1644 Magnolia Avenue
 Redding, CA 96001

Budget Category	FTE	
Personnel/Position		
1270-Nurse	0.40	46,942
2210-Mental Health	1.00	43,949
2210-Mental Health	0.40	20,619
1360-Executive Director	0.15	17,021
2310-Health & Safety Manager	0.15	15,628
2310-ECS Manager	0.40	39,714
2310-ECS Supervisor	0.30	23,120
2410-Health & Safety Outreach	0.80	38,616
2410-Specialist	0.00	0
2410-Specialist	0.40	19,764
2410-Specialist	0.40	19,283
2410-Specialist	0.80	40,557
2410-Specialist	1.00	37,271
2410-Specialist	0.80	40,365
2410-Accountant	0.50	36,295
2410-Clerical	0.30	11,661
Fringe Benefits		177,846
Total Salary and Benefits	7.80	628,651
Operating Expenses		
Office Expenses/Supplies		3,580
Equipment		1,500
Rents/Leases		11,372
Utilities/Communications		0
Travel/Training		5,250
Behavioral Specialist Mileage		5,700
Gen'l Operating / Services		7,800
Provider Payments		960,000
Contract Services – MH Bridges		0
Total Operating Expenses		995,202
Total Expenses		1,623,853
Administrative Cost – 9.00%		146,147
Total		1,770,000

SHASTA COUNTY OFFICE OF EDUCATION
Stage One Child Care Budget
County Fiscal Year 2019-20

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

Shasta County Office of Education
 1644 Magnolia Avenue
 Redding, CA 96001

Budget Category	FTE	
Personnel/Position		
1270-Nurse	0.40	48,961
2210-Mental Health	1.00	45,839
2210-Mental Health	0.40	21,506
1360-Executive Director	0.15	17,753
2310-Health & Safety Manager	0.15	16,300
2310-ECS Manager	0.40	41,422
2310-ECS Supervisor	0.30	24,114
2410-Health & Safety Outreach	0.80	40,276
2410-Specialist	0.00	0
2410-Specialist	0.40	20,614
2410-Specialist	0.40	20,112
2410-Specialist	0.80	42,301
2410-Specialist	0.60	23,324
2410-Specialist	0.80	42,101
2410-Accountant	0.50	37,856
2410-Clerical	0.30	12,162
Fringe Benefits		176,834
Total Salary and Benefits	7.40	631,475
Operating Expenses		
Office Expenses/Supplies		3,000
Equipment		1,500
Rents/Leases		11,372
Utilities/Communications		0
Travel/Training		2,500
Behavioral Specialist Mileage		5,700
Gen'l Operating / Services		8,306
Provider Payments		960,000
Contract Services – MH Bridges		0
Total Operating Expenses		992,378
Total Expenses		1,623,853
Administrative Cost – 9.00%		146,147
Total		1,770,000

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Law and Justice-8.

SUBJECT:

Real Property License Agreement between County and Shasta County Superior Court.

DEPARTMENT: Child Support Services

Supervisory District No. : 1

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

STAFF REPORT APPROVED BY: Terri Morelock, Director

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

RECOMMENDATION

Adopt a resolution which: (1) Finds that licensing the County’s real property to the Shasta County Superior Court (Court), a portion of the property located at 2600 Park Marina Drive, Redding, California, is in the public interest; (2) finds that conveyance of the license to the Court will not substantially conflict or interfere with the County’s use of the property; and (3) approves and authorizes the County Executive Officer to sign the renewal license agreement with the Court in the amount of \$6,691.20 per month (\$1.36/square foot) for approximately 4,920 square feet of office space and approximately 21 workstations located at 2600 Park Marina Drive, Redding, California, for the period July 1, 2018, through June 30, 2021, with annual adjustments of 2%.

SUMMARY

The Court began licensing a portion of the property located at 2600 Park Marina Drive, Redding, California, on July 10, 2015, due to the building issues in the Collections Unit facility. Due to the pending construction of the new Redding Court House, the Court finds it necessary to continue occupancy of the premises. Subject to the approval of the license agreement, the Court will continue to occupy the premises.

DISCUSSION

On July 15, 2015, the Board adopted Resolution No. 2015-084, which found that licensing to the Court a portion of the property located at 2600 Park Marina Drive, Redding, California, is in the public interest; and found that conveyance of the license to the Court will not substantially conflict or interfere with the County’s use of the property; and ratified the County Executive Officer’s execution of a license agreement with the Court to pay County \$5,215.20 per month for approximately 4,920 square feet of office space (\$1.06/square foot) at 2600 Park Marina Drive, Redding, California, for the period July 10, 2015, through June 30, 2016, continuing month to month thereafter until terminated.

The Department of Child Support Services (DCSS) is asking the Board to approve and authorize the County Executive Officer to sign the renewal license agreement. The Court’s presence will allow for a public service to be co-located in a public-use building, and the premises licensed by the Court are not needed by County and will not substantially conflict or

interfere with the County’s use of the property. The Court has been a good tenant.

ALTERNATIVES

The Board could choose not to adopt the resolution or approve and authorize the County Executive Officer to sign the license agreement. This is not recommended as the Court is currently occupying the space and needs to remain pending construction of the new Redding Court House.

OTHER AGENCY INVOLVEMENT

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

FINANCING

DCSS receives no General Fund and is solely state and federally funded. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Real Property License Agreement	6/5/2018	Real Property License Agreement
Resolution - Authorizing Real Property License Agreement	6/6/2018	Resolution - Authorizing Real Property License Agreement

REAL PROPERTY LICENSE AGREEMENT

THIS MONTH-TO-MONTH LICENSE is made between the County of Shasta, a political subdivision of the State of California, hereinafter referred to as "County" and County of Shasta, Judicial Council of California, Administrative Office of the Courts, hereinafter referred to as "Licensee" (collectively, the "Parties" and individually a "Party").

Section 1. DESCRIPTION:

1.1 County hereby licenses to Licensee those premises described as approximately 4,920 square feet of office space as shown on Exhibit A, attached hereto and incorporated herein, and use of common parking spaces, common entry, common lobby, interview booths when not occupied, restrooms, break room, outside patio, and common hallways located at 2600 Park Marina Drive, Redding, California. County, in its sole discretion, may determine the location of the premises and may, from time to time, change the location of the premises. Licensee will be permitted to use two parking spaces on the west side as designated by County. Licensee shall not permit its employees to park in spaces designated for customers in the general parking areas as identified on Exhibit B, attached hereto and incorporated herein.

1.2 The County Executive Officer is authorized to reduce the area of the premises listed in Section 1.1 (and approve a new Exhibit A) of this license by sending a letter to Licensee 30 days prior to the effective date of the reduction. The fee as listed in Section 3 of this license shall be reduced concurrently with any reduction of square feet on a pro rata scale to the nearest day.

1.3 Licensee shall have the use of approximately 21 workstations unless and until those workstations are needed by County. An example of the workstations is shown on Exhibit C, attached hereto and incorporated herein. County, in its sole discretion, may determine the number of workstations and may, from time to time, change the number of workstations.

1.4 The County Executive Officer is authorized to reduce the number of workstations listed in Section 1.3 of this license by sending a letter to Licensee 30 days prior to the effective date of the reduction. Any reduction shall have no effect on the compensation listed in Section 3 of this license.

Section 2. TERM:

The month-to-month license of the premises commences on July 1, 2018. The intent of the Parties is that the license will continue until June 30, 2021, unless terminated earlier pursuant to the provisions of this license except that if any such date falls on a Saturday, Sunday, or holiday, then this license shall end at 12:00 p.m. on the preceding business day. In County's sole discretion, County may extend this license on a month-to-month basis. Both Parties acknowledge that continued use of the premises is subject to the termination provisions contained in Section 7 of this license.

Section 3. COMPENSATION:

The compensation to be paid by Licensee for any use of the premises for the period beginning the commencement of this license, July 1, 2018, through June 30, 2019, shall be \$6,691.20 per month. For any use of the premises for the period July 1, 2019, through June 30, 2020, the compensation to be paid by Licensee shall be \$6,825.02 per month. For any use of the premises for the period July 1, 2020, through June 30, 2021, the compensation to be paid by Licensee shall be \$6,961.52 per month. Compensation shall be paid in advance on the first County business day of each month of the term and any extensions of this license. A monthly journal would be prepared and submitted for payment (transfer) from cost center 00952, account 007700, to County's designated cost center and account number.

Section 4. USE AND OCCUPANCY:

Licensee is using the premises in its present condition. Licensee shall use the premises for the sole purpose of general court business. The premises shall be used for no other purpose without the written consent of County.

Section 5. UTILITIES; USE OF COUNTY EQUIPMENT:

5.1 County and Licensee acknowledge that all charges for electricity, gas, sewer, water, and garbage removal associated with the premises are included in the compensation paid for this license.

5.2 Custodial services associated with the space used will be billed directly to Licensee by County.

5.3 With the exception of the 21 workstations referenced in section 1.3, Licensee shall not utilize any County equipment or supplies such as, but not limited to, telephones, computers, fax machines, projectors, office supplies, copiers, or scanners.

5.4 Licensee, at its sole cost and expense, shall provide its own computer hardware, software, wireless connectivity, telephone, and other office use needs as applicable.

Section 6. CARE AND REPAIR OF PREMISES:

Licensee shall not commit, or allow to be committed, any waste upon said premises or any nuisance or other act that may disturb the quiet enjoyment of inhabitants of the area. Licensee agrees to keep the premises clean and organized. Licensee shall not leave any work documents visible when not on the premises. Licensee shall pay County the actual costs incurred as provided in writing by County, including the costs of County personnel, for the repair of any damage to the premises caused by Licensee or Licensee's agents, employees, visitors, customers, volunteers, or licensees. Licensee shall comply with and incorporate into daily practice all provisions of the Housekeeping Policy, attached hereto as Exhibit D and incorporated herein.

Section 7. TERMINATION:

7.1 After the original term of this license and any options to renew that are exercised, Licensee agrees to vacate the premises peaceably.

7.2 Either Party may terminate this month-to-month license without cause by either Party giving 30-days' written notice to the other Party, and Licensee's use shall terminate at midnight on the last day of the month following the last day of the month in which such notice is given.

7.3 County's right to terminate this license or accept Licensee's termination of this license may be exercised by its Board of Supervisors or County Executive Officer.

7.4 Upon termination of this license, any property remaining on the premises shall become the property of County. Property not claimed by Licensee within the 30-day period may be disposed of by County without any obligation to deliver the property to Licensee or to reimburse Licensee for the value thereof. In the alternative, County may sell all such property and offset any amounts due County against the proceeds of such sale. Costs of disposal or sale shall be paid by Licensee.

Section 8. ALTERATIONS:

Licensee may not make any alterations to the premises, or any part thereof. This includes, but is not limited to, changing locks. Should Licensee request any alteration, and County approves the alteration, County shall perform the work or cause the work to be performed, and Licensee shall pay all costs associated with the work within 30 days of submission to Licensee of a bill for such work.

Section 9. GOVERNMENTAL REQUIREMENTS:

Licensee shall, at its sole cost and expense, comply with the laws, regulations, or ordinances of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use to which the premises are to be put by Licensee.

Section 10. ASSIGNMENT AND SUBLETTING:

Licensee shall not assign this license and shall not license or sublet the premises, or any part thereof, or any right or privilege appurtenant thereto.

Section 11. INDEMNITY:

Licensee shall indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from, and defend County against, any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Licensee, its agents, contractors, or employees. Licensee shall further indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this license, or arising from any negligence or wrongdoing of Licensee, or any of its agents, contractors, or employees and from and against all costs, attorney's fees (including fees of County Counsel), expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, Licensee, upon notice from County, shall defend the same at Licensee's expense provided, however, that Licensee shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of

County or its agents or employees. County shall be required to provide notice to the Licensee within 10 days of receipt or notice of any claim.

Section 12. INSURANCE:

Licensee shall secure and maintain in full force and effect during the full term of this agreement a policy of commercial general liability insurance or participation in a program of self-insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Licensee shall secure and maintain in full force and effect during the full term of this agreement statutory workers' compensation insurance or participation in a program of self-insurance covering Licensee's employees. Policies shall be written by carriers reasonably satisfactory to County. On request of County, a certificate evidencing the insurance requirements of this paragraph shall be provided.

Section 13. DAMAGES:

Licensee, as a material part of the consideration to be rendered to County under this license, hereby waives all claims against County for damages to goods, wares, and merchandise in, upon, or about the premises, and for injuries to persons in or about said premises, from any cause other than County's sole negligence or other intentional wrongdoing.

Section 14. DAMAGE OR DESTRUCTION:

In the event of any damage to or destruction of the premises, or any portion of the premises, at any time during the use of the premises pursuant to this license, County may, in writing delivered to Licensee within 30 days after the damage or destruction, terminate this license as of the date of the damage or destruction.

Section 15. CONDITION OF PREMISES:

On the last day of the term or upon earlier termination of this license, Licensee will peaceably and quietly leave, surrender and yield up to County said premises and workstations, as applicable, in good order, condition, and repair, reasonable use and wear thereof excepted.

Section 16. RIGHT OF ENTRY:

Licensee shall permit County and its agents to enter into and upon the premises at all times.

Section 17. GOVERNING LAW:

All questions with respect to construction of this license and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this license shall be litigated in the State of California and venue shall lie in the County of Shasta.

Section 18. INUREMENT:

Subject to the restrictions on assignments as herein contained, this license shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

Section 19. ENTIRE AGREEMENT:

This instrument, along with any exhibits or attachments hereto, constitutes the entire license between County and Licensee relative to the premises. This license and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both Licensee and County. Licensee and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the premises are written into or revoked by this license. If any provision contained in an exhibit or attachment to this license is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 20. NOTICES:

Unless otherwise provided, notices required by law or by this license to be given to either Party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either Party as set forth below or at such other address as a Party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this license, it shall be deemed to be effective

immediately. Any written or oral notices on behalf of County as provided for in this license may be executed and/or exercised by the County Executive Officer.

If to County:	County Executive Officer Shasta County Administrative Office 1450 Court Street, Suite 308A Redding, CA 96001-1680 Phone: 530-225-5561 Fax: 530-229-8238
Copy to:	Director Shasta County Department of Child Support Services PO Box 994130 Redding, CA 96099-4130 Phone: 530-229-8896 Fax: 530-225-5458
Licensee:	Court Executive Officer Shasta County Superior Court 1500 Court Street, Room 205 Redding, CA 96001 Phone: 530-245-6761 Fax: 530-999-2382

Section 21. ATTORNEY FEES:

If any legal action is brought by either Party for the enforcement or interpretation of this license, for remedy due to its breach, for recovery of the premises, or in any other way arising from the terms of this license, the prevailing Party shall be entitled to recovery reasonable attorney fees (including fees of County Counsel), costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 22. SEVERABILITY:

If any portion of this license 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 license, 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 license are severable.

Section 23. CONFIDENTIALITY:

23.1. Licensee agrees to protect all information, including, but not limited to, electronic files, data, paper documents, and forms, or other information designated confidential from unauthorized use and disclosure through observance of the same or more effective procedural requirements as used by the County. Licensee further agrees to implement the minimum administrative, physical, and information security safeguards to comply with the information security requirements provided in Family Code section 17212 and Title 22, CCR sections 111430 and 111440, for the terms and length of this license.

23.2 Licensee shall comply with, and require all of Licensee's employees, contractors, volunteers, agents, and officers to comply with, all applicable laws pertaining to the confidentiality of documents or data in whatever form and all the provisions 26 U.S.C. sections 7213 and 7213A (Unauthorized Disclosure of Information) and 26 U.S.C. section 7431 (Civil Damages for Unauthorized Disclosure of Returns and Return Information).

23.3 Licensee shall ensure all of Licensee's employees, contractors, volunteers, agents, and officers comply with the above provisions, and shall inform all of Licensee's employees, contractors, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

23.4. All of Licensee's employees must wear picture identification badges while on the premises that shall be clearly displayed and worn on lanyards around the neck or attached to lapels above the waist.

Section 24. SAFEGUARD OF INFORMATION.

24.1 In performance of this contract, Licensee will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Licensee to inform its officers, employees, and subcontractors of the provisions of 26 U.S.C. sections 7213 and 7213A (Unauthorized Disclosure of Information) and 26 U.S.C. section 7431 (Civil Damages for Unauthorized Disclosure of Returns and Return Information). Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer, employee, or subcontractor in an amount not less than

\$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n) 1.

24.2 Licensee shall inform its officers, employees, and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C. section 552a(i)(1), which is made applicable to contractors by 5 U.S.C. section 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of, or access to, agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

24.3 Licensee shall immediately, but no later than 24 hours, contact County upon identification of a possible issue involving FTI.

24.4 Licensee shall complete Department Contractor/Vendor Security Awareness training, provided by the Department, at time of initial contract, and annually thereafter.

Section 25. LICENSE EXECUTION:

This license may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this license on the dates set forth below.

COUNTY OF SHASTA

Date: _____

LAWRENCE G. LEES
County Executive Officer

LICENSEE:

**COUNTY OF SHASTA, JUDICIAL COUNCIL
OF CALIFORNIA, ADMINISTRATIVE
OFFICE OF THE COURTS**

Date: 5/24/18 _____

Melissa Fowler-Bradley

MELISSA FOWLER-BRADLEY
Court Executive Officer

Tax I.D.#: 68-0449493

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

By: [Signature] 5/24/18

James R. Ross
Assistant County Counsel

RISK MANAGEMENT APPROVAL

By: [Signature] 05/24/18

CONSENTED TO:

JONATHAN M. GIRARD, Manager
The June Girard Fund Limited Liability Company

Date: _____

IN WITNESS WHEREOF, the Parties have executed this license on the dates set forth below.

COUNTY OF SHASTA

Date: _____

LAWRENCE G. LEES
County Executive Officer

LICENSEE:

**COUNTY OF SHASTA, JUDICIAL COUNCIL
OF CALIFORNIA, ADMINISTRATIVE
OFFICE OF THE COURTS**

Date: _____

MELISSA FOWLER-BRADLEY
Court Executive Officer

Tax I.D.#: 68-0449493

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

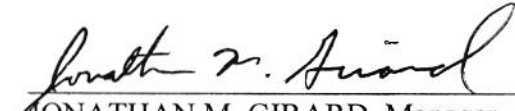
RISK MANAGEMENT APPROVAL

By: _____

James R. Ross
Assistant County Counsel

By: _____

CONSENTED TO:



JONATHAN M. GIRARD, Manager
The June Girard Fund Limited Liability Company

Date: 6/5/2018

Exhibit A

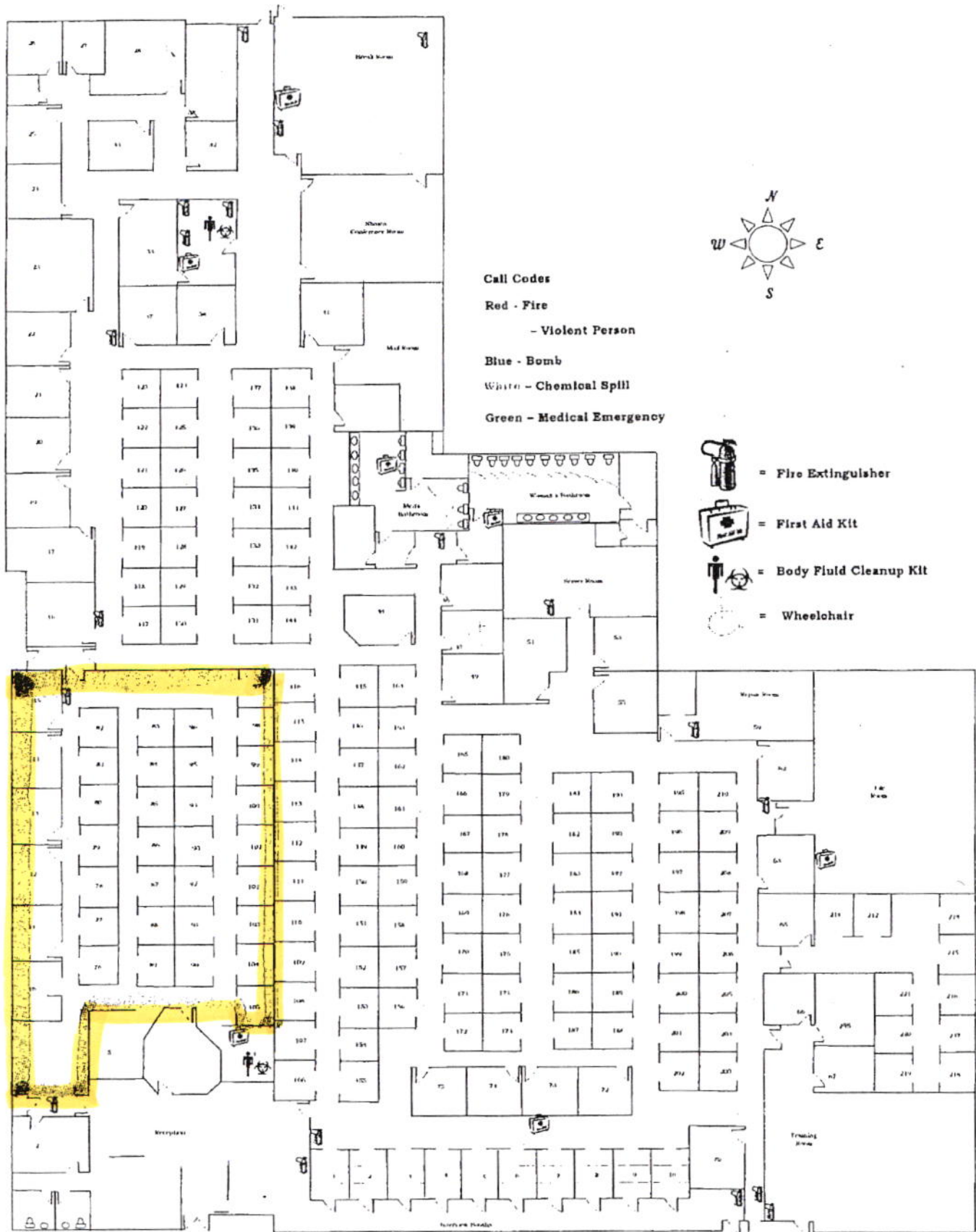


Exhibit B

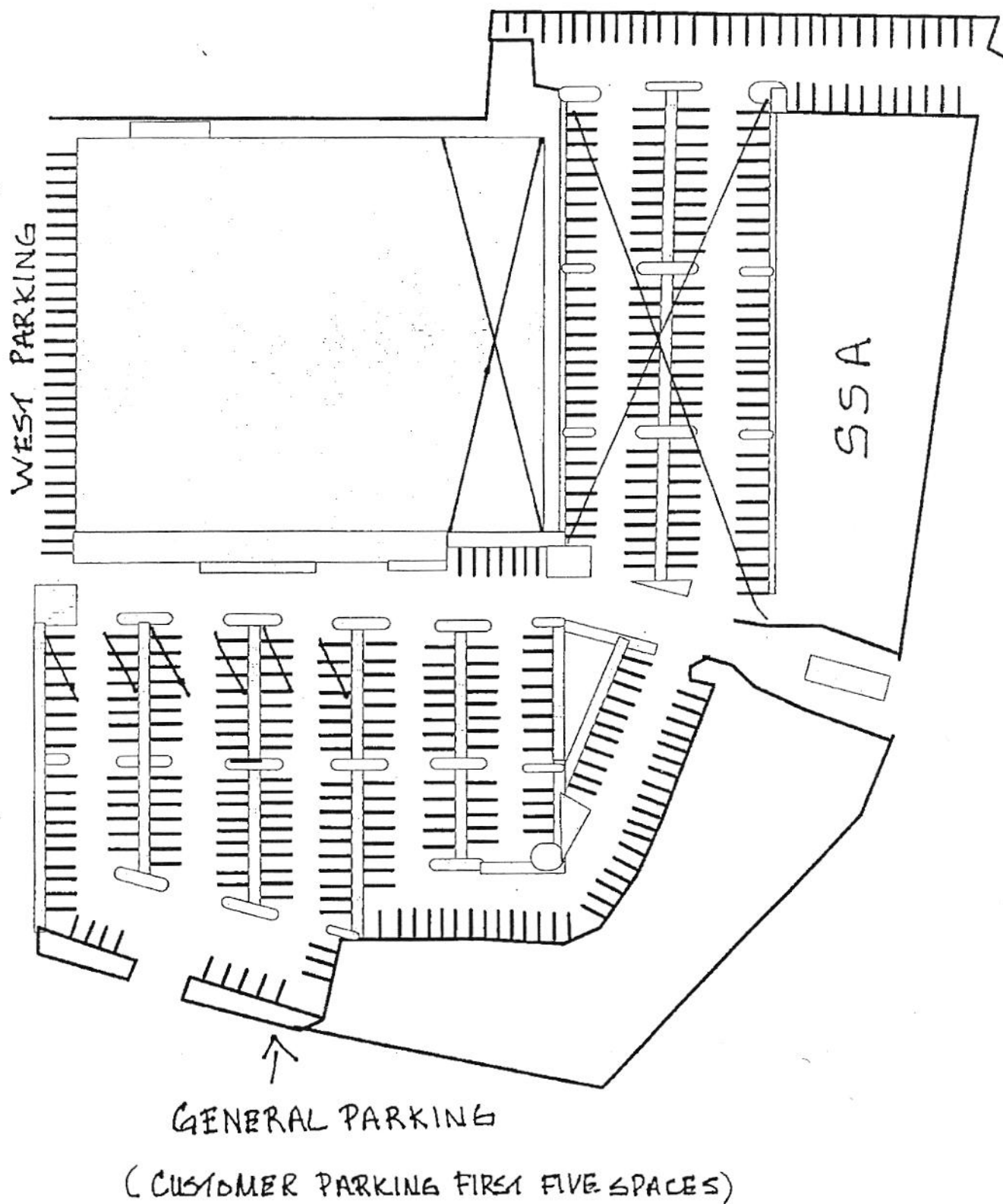


Exhibit C

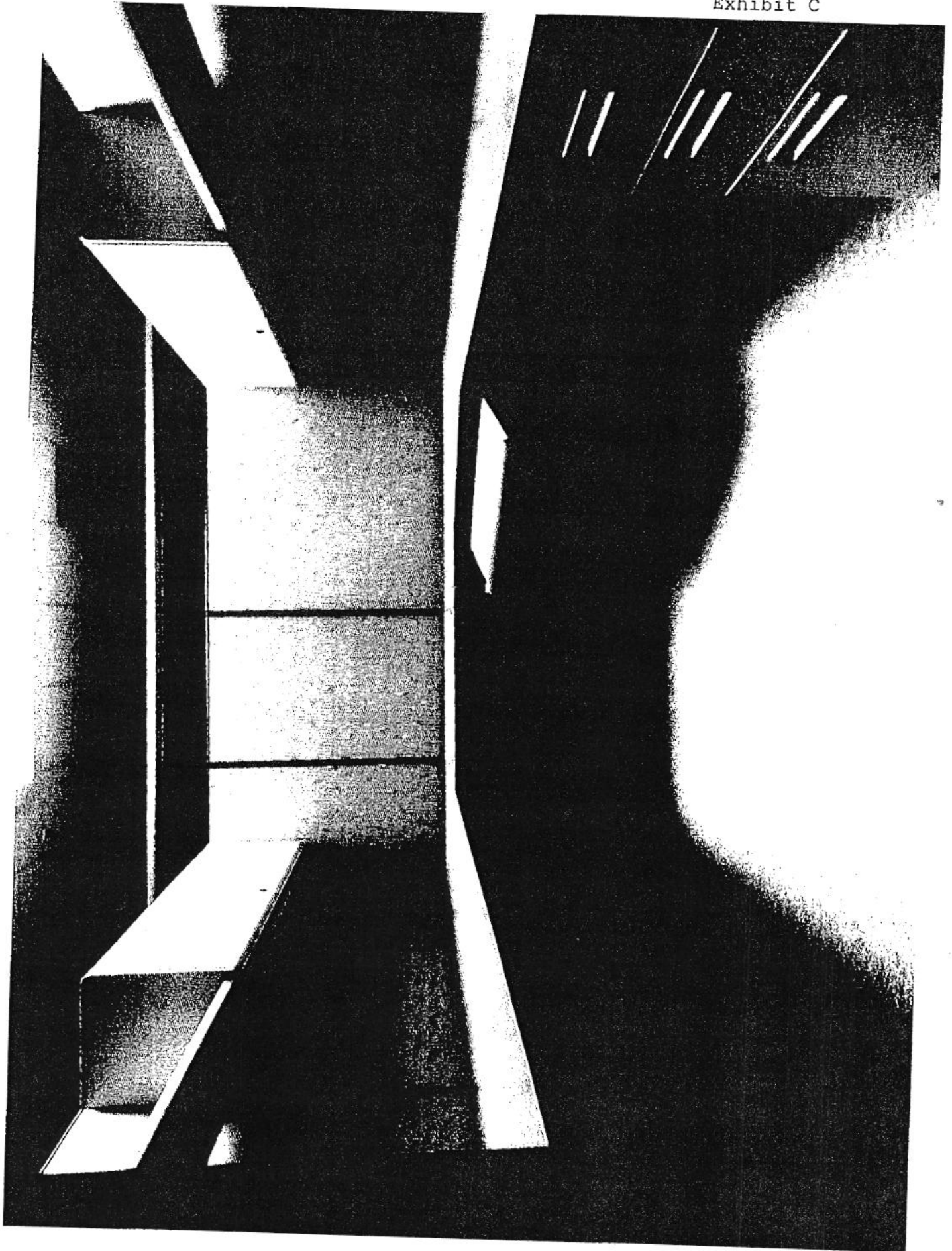


EXHIBIT D



**SHASTA COUNTY
DEPARTMENT OF CHILD SUPPORT SERVICES
Office Policies and Procedures**

Issue Date: 08/07/2006

Revision Date: 10/06/2017

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Reference:

Housekeeping Policy

Policy

The following guidelines have been developed to ensure that our office space will be a professional, aesthetically pleasing, and safe work environment and will reflect the same level of pride and excellence with which we serve our customers. While this policy states many things that are common sense in the workplace, it is important that this be available in writing so that all employees have advance information about our standards.

Workstations:

- ❑ Modular workstations have cabinets that lock. Each employee assigned to a workstation may check out one key. If the key is lost, the employee must pay to have a replacement key made.
- ❑ Case files and work product are not to be placed in locked cabinets. When employees leave their desks, they should turn over sensitive, confidential information. At the end of the day, desks should be clear of case work, files, etc. Pending work shall be placed in a basket in overhead cabinet or in a drawer, but remain unlocked.
- ❑ Administration and/or supervisors will have access to all locked cabinets, should the need arise.
- ❑ The space under a workstation desktop/desk shall be kept free from clutter in order to avoid fire hazards and ergonomic problems. "Clutter" is defined as any amount of non-work-related items that would impede an employee from freely moving around his/her assigned workstation during the course of the day or performing his/her regularly assigned duties.
- ❑ *When employees move to a different cubicle or office, or provide notice of their intention to separate from employment with the department, they are responsible for leaving the vacated workspace clean and ready for the next occupant. Cabinets and drawers shall be emptied and excess/unused office supplies are to be returned to the business office.*

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Personal Items:

- ☐ Personal items should be limited to allow adequate workspace. Items must not violate the County's Policy Against Discrimination and Harassment (Shasta County Personnel Rules, Chapter 22), be offensive in nature, be distracting to you or others, impair harmony among coworkers, or otherwise adversely impact the efficient operations of the department.
- ☐ Personal items, such as pictures, knickknacks, and plants, are allowed in your personal workspace.
- ☐ No items may extend in height above the top of the cubicle walls/cabinets with the exception of well cared for plants.
- ☐ All pictures/posters on office walls must be framed, and they must be hung using appropriate wall hanging supplies.
- ☐ Pictures/posters on the inside of cubicle walls shall be tacked and must not be so heavy as to cause damage to the fabric. Lightweight plastic frames may be used, but are not required.
- ☐ All live plants must be placed away from computer/electrical equipment to avoid damage from spills or leakage of water. Plant saucers must be used with all live plants.
- ☐ Coats, sweaters, and umbrellas are to be placed on the inside of the cubicle or placed on the coat racks that have been provided.
- ☐ Magnets or suction cups may be used inside cubicles to attach items to cabinet exteriors and bookcases provided they do not damage the finish. Adhesive tape cannot be used to attach any items to walls.
- ☐ Lit candles are a fire/safety hazard and are prohibited.
- ☐ Storage boxes or containers are not allowed in cubicles/office. If your belongings exceed the space in cabinets/drawers provided, you must take the excess home. Example: Holiday decorations, party supplies, etc.
- ☐ An unoccupied cubicle may be utilized for team storage, but must be neatly maintained. All supplies must be stored in the cabinets or drawers and not on the floor or on the desk tops.
- ☐ Unoccupied cubicles/offices may not be used as kitchenettes or for personal storage.

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Appliances:

- ☐ The following personal appliances are permitted in workspaces: personal fans (not to exceed 8"), clocks, radios/CD players, and coffee warmers.
- ☐ No personal heaters are allowed as they are a fire/safety hazard.
- ☐ Personal coffee makers are permitted in workspaces. The area around the coffee maker shall be kept clean, and the coffee maker must sit on an additional surface (provided by employee), such as a plastic placemat, cutting board, etc., to protect the workspace desktop.
- ☐ Microwaves and small refrigerators may be allowed in offices provided there is adequate electrical power. Microwaves and small refrigerators are not allowed in cubicles due to limitations of electrical power.
- ☐ All appliances, including, but not limited to, fans and radios, must be turned off when leaving your workspace for any extended period, including lunch breaks and at the end of the day.
- ☐ Each employee is responsible for turning off personal appliances in his/her workspace. Supervisors/leads will check their unit upon leaving for the day. A warning will be given the first time an appliance is left on. A second offense will result in the loss of privilege to use that appliance in the employee's workspace.
- ☐ No appliance shall be plugged into the outlets and/or surge protectors specified for automation equipment.
- ☐ Any employee who brings personal appliances into his/her assigned workspace will be responsible for maintaining the cords or wires from those appliances in a safe, secure fashion. Cords or wires must not interfere with the employee's foot space or the rolling of his/her chair.

Potlucks, Goodie Days, and Food Preparation:

- ☐ All food preparation, goodie days, and potluck spreads shall be confined to the break room.
- ☐ Team food/party items shall be confined to one area, so that other staff members are able to use the break room and the facilities. A white board is available in the break room to reserve space and avoid overcrowding due to several team functions taking place at the same time. Food and party items shall be removed by the end of the day, with the exception of the annual performance party and holiday luncheon. The decorations for these events may stay up two weeks after

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the events. Further, if the events are not held on Fridays, the food may be placed out the next day either as a fundraising event or for all to partake.

- ☐ Crock-pots, roasters, and other cooking appliances shall be used in the break room only.
- ☐ After use, cooking appliances (crock-pots, roasters, etc.) are to be cleaned promptly and taken home at the end of the same workday.
- ☐ Any uneaten food is to be stored in closed containers so as not to attract pests.
- ☐ Each person is expected to clean up after himself/herself. If you are unable to completely remove any spills/stains, the Business Office is to be notified immediately so that proper cleaning may be arranged.
- ☐ Refrigerators, microwaves, toasters, can openers, an oven/stove, and a dishwasher are available in the break room for use by all staff.
- ☐ Refrigerators/freezers are cleaned out on the last Thursday of each month. Food items that are not labelled will be discarded at 4 p.m.
- ☐ Dishwasher is to be used only after large events, such as luncheons. The group using the dishwasher shall be responsible for emptying it. Employees are to hand-wash, dry, and put away the items used during everyday lunches.
- ☐ The Business Office will purchase kitchen-cleaning supplies.
- ☐ Stove usage: There is a white board in the Break Room to reserve use of the stove for events.
- ☐ Cleaning: A monthly cleaning rotation, by team, will be posted in the break room. This will include cleaning tables, microwaves, refrigerators, stovetop, and oven as needed.

Holiday/Birthday Decorations:

- ☐ Holiday/birthday decorations must not violate the County's Policy Against Discrimination and Harassment, be offensive in nature, be distracting to yourself or others, impair harmony among coworkers, or otherwise adversely impair the efficient operation of the department.
- ☐ Holiday/birthday decorations are to be placed inside cubicles/offices only. One cubicle over-the-wall hook will be allowed for decoration on the outside entry to the cubicle/office door. The employee shall provide the hook.
- ☐ There are to be no balloons left in the office overnight, unless they are in a room without windows, as inadvertent bursting may cause the security alarms to trigger.

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- ☐ Garland and mini lights are permissible on the inside of cubicles. Employees are responsible for unplugging their lights at the end of the day.
- ☐ Team decorations/party supplies may be stored in one empty cubicle in each unit in the overhead cabinets or drawers. Decorations/supplies may not be left on the floor or on the desktops. No food items may be stored.
- ☐ Decorations shall not be attached to cubicle or office walls with tape. Appropriate tacks must be used.
- ☐ Major holiday/event decorations may be displayed during the month in which the holiday falls, with the exception of the December holidays. Decorations for these holidays may be put up on the Monday following Thanksgiving.
- ☐ Single, seasonal items such as candy jars/dishes, ceramic statues, or picture frames, etc. are permissible year round.
- ☐ Holiday/birthday decorations shall be removed within two days after the holiday/birthday.
- ☐ Following the annual holiday luncheon, break room decorations may remain up until the end of December. For all other office functions, decorations may remain displayed up to, but no longer than, two weeks after the event.
- ☐ No confetti will be used.

Food and Drink:

- ☐ Eating and drinking is allowed in offices and cubicles.
- ☐ All food and beverages must be kept away from computer/electrical equipment.
- ☐ Unfinished food must be discarded in the trash containers located in the break room or stored promptly.
- ☐ All food/drink shall be stored in a sealed container and kept out of sight.
- ☐ Beverages are to be placed on coasters to protect work surfaces.
- ☐ Special care must be taken when carrying food or drinks throughout the office. All liquids, with the exception of water, are to be in covered containers when walking through the office. However, you must take care even with water.
- ☐ Burned microwave popcorn, including its bag, shall be disposed of in the trash containers located on the patio outside of the break room.

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Cleanliness:

- ☐ Employees shall clean up all spills immediately. Cleaning supplies are located in the break room or the Business Office.
- ☐ If an employee cannot successfully clean a spill/stain, the employee shall notify his/her supervisor and/or the Business Office immediately.
- ☐ Any spill of liquid or food involving computer/electrical equipment shall be reported immediately to a supervisor and/or automation staff.

Smoking:

- ☐ Smoking is not allowed inside the building.
- ☐ Smoking is not allowed on the patio because this is an extension of the break room.
- ☐ Smoking is not allowed in the breezeway between the two buildings on the west side of the DCSS building.
- ☐ Smoking is not allowed on the east side of the DCSS building due to fire hazard.
- ☐ Smoking is not allowed within twenty feet of the front of the building, any entry or exit to the building, air intakes, or any windows to the building.
- ☐ Cigarette butts must be extinguished and discarded in a receptacle and not on the ground or in the foliage of the DCSS building or adjacent buildings. Employees shall keep the area where they smoke clean.

Lockers/Showers:

- ☐ Lockers are for temporary use during physical activities. All personal items are to be removed from the lockers and showers promptly after the exercise period.
- ☐ Each employee shall provide his/her own lock, which will also be removed at the end of the exercise period.
- ☐ Each employee shall spray/wipe down the shower after use.
- ☐ Each employee shall provide his/her own personal items, such as soap, shampoo, and towel.

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Reference:

Conference Rooms/Training Room/Bulletin Boards/White Boards:

- ☐ Calendars are available in Outlook to schedule the use of each conference room for meetings under "All Public Folders" in the "Child Support Services" folder.
- ☐ Food will be limited to "dry" foods such as donuts, bagels, etc., in the training room and conference rooms. Beverages are allowed but must be in covered containers and placed on coasters.
- ☐ Teams/groups using the conference rooms shall clean up after themselves.
- ☐ The SMILES/Personal Ad bulletin boards shall be kept up to date. Items must be dated and can only be left up for 30 days. All undated items or those left after 30 days will be tossed.
- ☐ Office occupants shall be responsible for the hanging of bulletin boards and white boards in their offices when relocating or redecorating. Office staff shall not patch or paint any holes. Notify Business Office personnel of this need.

General Cubicle/Office Etiquette:

- ☐ Develop a phone voice, speaking softly.
- ☐ Play radios/CDs quietly and no louder than to be heard by you in your cubicle/office. You may wear headphones if this does not impede your ability to work.
- ☐ Speakerphones may be used in offices only, with the volume turned low.
- ☐ Keep personal conversations you may overhear to yourself. No one appreciates his/her personal business being shared.
- ☐ Get to know your neighbors. This will help to maintain a collegial working environment. Being open with each other will help to resolve issues such as music being too loud, smells (perfumes, foods), etc.
- ☐ Employees are prohibited from using excessive perfumes, colognes, or air fresheners in their assigned workspace so as to prevent allergic reactions that may be experienced by other employees.

Watering Plants

- ☐ Plants may be watered in the cubicles/offices, but care is to be taken not to over water causing water to flow onto work surfaces or floors. Any spills must be

EXHIBIT D



**SHASTA COUNTY
DEPARTMENT OF CHILD SUPPORT SERVICES
Office Policies and Procedures**

Issue Date: 08/07/2006

Revision Date: 10/06/2017

Page 8 of 8

Reference:

immediately cleaned up. Further, do not stand directly over any electronic equipment (keyboard, monitor, hard drive, etc.) while watering.

Parking

- Staff shall refrain from parking in the first five spaces of Aisles 1, 2, 3, and 4 in the south parking lot. These are designated as customer parking spaces and marked with a "C" on the parking map, which is posted on the department bulletin board.
- The first three parking spaces in Aisle 1 are designated for Shasta County vehicles.
- Director, assistant director, chief attorney, and managers have designated parking on the west side of the building. Supervisors, attorneys, and administrative staff shall park on the west side of the building in any space not reserved as mentioned above.
- All parking spaces to the east of the middle of Aisle 4 are not included in our leased spaced.

Additions/modifications to the policy will be made as needed to ensure that the intent of this policy is being met. Managers/supervisors will have the discretion to require staff to limit items in their work area in order to maintain a safe and professional appearance.

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING A REAL PROPERTY LICENSE AGREEMENT WITH
SHASTA COUNTY SUPERIOR COURT**

WHEREAS, the Shasta County Superior Court (Court), a public agency organized under the laws of the State of California, has requested that the County of Shasta (County), a political subdivision of the State of California, license to Court a portion of the property located at 2600 Park Marina Drive, Redding, California, including use of some existing workstations (the "Premises"); and

WHEREAS, due to pending construction of the new Redding Court House, Court finds it necessary to continue occupancy in the Premises; and

WHEREAS, the County leases the Premises and has received written approval from the property owners to license the Premises to Court; and

WHEREAS, subject to execution of a license agreement, Court will continue occupancy of the Premises after June 30, 2018; and

WHEREAS, Court's presence will allow for a public service to be co-located in a public-use building; and

WHEREAS, the Court's presence will mitigate some of the costs of lease by the County; and

WHEREAS, the Premises to be licensed by Court are not needed by County at this time and, during the time of use by Court, will not substantially conflict or interfere with the County's use of the property; and

WHEREAS, section 25526.6 of the California Government Code authorizes the Board of Supervisors to license real property to a public agency where the conveyance is in the public interest and the interest conveyed to Court will not substantially conflict or interfere with the County's use of the property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Shasta, finds that licensing the Premises to Court is in the public interest.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Shasta finds that the interest conveyed to Court will not substantially conflict or interfere with the County's use of the property.

Resolution No. 2018-_____

Page 2

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Shasta approve and authorize the County Executive Officer to execute the license agreement between the County and Court to commence on July 1, 2018.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Law and Justice-9.

SUBJECT:

LexisNexis Amendments

DEPARTMENT: Public Defender

Supervisory District No. : All

DEPARTMENT CONTACT: William Bateman, Public Defender (530) 245-7598

STAFF REPORT APPROVED BY: William Bateman, Public Defender

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

RECOMMENDATION

Approve and authorize: (1) The Chairman to sign the following documents with LexisNexis, a division of RELX, Inc. for the period July 1, 2018 through June 30, 2021: (a) an amendment to the Lexis Advance Subscription Agreement in an estimated total amount of \$39,720 to provide online subscription services for legal research; (b) an amendment to the Lexis Advance Edition Order in an estimated total amount of \$1,368 to provide Lexis for Microsoft Office features and content; (c) the Contract Addendum which includes additional conditions for access to the Online Services; and (d) the General Addendum to Amendment; (2) the Public Defender or his designee to approve changes to the list of users in the Public Defender's Office; and (3) the County Executive Officer or his designee to sign future amendments, including retroactive, and including extending the term beyond June 30, 2021, to the Subscription Agreement, Lexis Advance Edition Order, Contract Addendum, General Addendum to Amendment, and related documents so long as the annual compensation to LexisNexis for these services does not exceed \$20,000, the documents are in substantially similar form to these documents, and the documents are processed through County Counsel, Risk Management, and County Information Technology.

SUMMARY

N/A

DISCUSSION

The Public Defender's Office staff routinely needs to research legal information. LexisNexis provides an online service for this research. The initial Subscription Agreement, Lexis Advance Edition Order, Contract Addendum, and a General Addendum to Agreement, were within the signing authority of the County Executive Officer (CEO) and signed in 2015. The proposed documents will extend the same services for another three years. For flexibility, due to timeliness of receiving documents from the vendor, it is requested that limited signing authority for future amendments, including extending these services beyond June 30, 2021, be extended to the CEO or his designee. Since there may be staff changes during the term of these documents, it is recommended that authorization to change the list of users (listed in the Subscription Agreement) be extended to the Public Defender or his designee.

ALTERNATIVES

The Board may deny approval of the recommendation.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the documents as to form. Risk Management has approved the documents. The Chief Information Officer has approved the documents. The County Administrative Office has reviewed the recommendation.

FINANCING

The Public Defender has included costs for these services in the Fiscal Year 2018-19 Recommended Budget and will include applicable costs in future requested budgets. There is no additional General Fund impact with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
2018 LexisNexis Amendments	6/12/2018	2018 LexisNexis Amendments



LexisNexis®

Lexis Advance® Subscription Amendment for State/Local
Government
(Existing Subscriber Version)



"Subscriber" Name: Shasta County Public Defender

Account Number: 100001GQM

"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	17
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	17
All Witkin Library	1011517	17
CA Criminal Practice Analytical	1011196	17

CA Evidence Analytical	1010066	17
CA Matthew Bender Practice Guides Analytical	1010293	17
CA Briefs, Pleadings & Motions	1010064	17
Prosecutor Premium Library	1011969	17
CA Jury Instructions	1011402	17
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
7/1/2018 - 6/30/2019	\$1071.00
7/1/2019 - 6/30/2020	\$1103.00
7/1/2020 - 6/30/2021	\$1136.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 6/20/2018.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Shasta County Public Defender	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	<u>Les Baugh</u>
Job Title:	<u>CHAIRMAN, Board of Supervisors, Shasta County</u>
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	
Job Title:	
Date:	

ATTEST FOR COUNTY OF SHASTA:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM SHASTA COUNTY COUNSEL
<u>Matthew M. McOmber</u> Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL
BY: James Johnson
Risk Management Analyst

IT Approved: 6-12-2018
Thomas Schreiber, CIO



Federal/State & Local Government
LEXIS FOR MICROSOFT® OFFICE
LEXIS ADVANCE® EDITION ORDER

This Lexis for Microsoft Office – Lexis Advance Edition ("Lexis for Microsoft Office") Order ("Order") amends and supplements the terms of the Lexis Advance Agreement (the "Agreement"), previously executed between LexisNexis, a division of RELX Inc. (formerly known as Reed Elsevier Inc.) ("LN") and Shasta County Public Defender ("Subscriber").

1. Term.

The term of this Order will begin on the day this Order is executed by Subscriber and will continue until the last Commitment Period set forth below (the "Term"). Notwithstanding the foregoing, this Order shall automatically terminate upon expiration of the Agreement. Although the Term of this Order will start upon execution, Subscriber will not have access to Lexis for Microsoft Office until the following conditions (collectively, the "Requirements") are met: (a) Subscriber meets the Technical Requirements set forth in Section 2; and (b) Lexis for Microsoft Office is installed on Subscriber's system via one of the installation processes set forth in Section 5.

2. Technical Requirements.

Lexis for Microsoft Office is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft Outlook and Microsoft Word. In order to use Lexis for Microsoft Office, Subscriber must (a) have a paid-up license to the requisite Microsoft Office software; and (b) meet the technical requirements specified on the Lexis for Microsoft Office download site (www.lexisnexis.com/download-lexis-office) for the proper operation of the Software (collectively, the "Technical Requirements").

3. License.

3.1 LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis for Microsoft Office product indicated in Section 4 below subject to the terms of the Lexis for Microsoft Office End User License Agreement attached hereto as Exhibit A. LN retains all right, title, and interest in and to Lexis for Microsoft Office, and any intellectual property embodied therein. All access to and use of LN content via Lexis for Microsoft Office shall be subject to the terms set forth in the Subscription Agreement.

3.2 *For Contract Companion Software Subscribers Only.* Subscriber's access to and use of the Contract Companion software available from Microsystems, a division of Freedom Solutions Group, LLC ("Microsystems") through Lexis for Microsoft Office is conditioned upon (a) Subscriber having a valid subscription to Lexis for Microsoft by way of this Order; and (b) Subscriber's acceptance of the Microsystems terms and conditions which are located at http://sites.microsystems.com/policies/eula_LMO and incorporated herein by reference (the "Contract Companion Terms"). Subscriber acknowledges and agrees that its use of the Contract Companion software is subject to the Contract Companion Terms and that the Contract Companion Terms form an independent agreement between Subscriber and Microsystems. Microsystems is a third party beneficiary of this Order.

4. Lexis for Microsoft Office Platform, Menus, Monthly Software Charges, Functionality Charges.

4.1 In exchange for Subscriber's monthly payment to LN of the Lexis for Microsoft Office Monthly Software Charges amount set forth below, Subscriber will be provided with the Lexis for Microsoft Office features and content indicated below during the Commitment Period ("Your Subscribed Product"). Access to Lexis for Microsoft Office shall be limited to the number of Authorized Users set forth below.

LEXIS FOR MICROSOFT OFFICE				
Optional Contract Companion software – Check if applicable <input type="checkbox"/> (Offering 1511821)				
"COMMITMENT PERIOD"	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE (Offering 1000352)	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE – WITH DOCUMENT TOOLS (Offering 1000761)	"TOTAL LEXIS FOR MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE"	"TOTAL CONTRACT COMPANION MONTHLY SOFTWARE CHARGES"
7/1/2018 - 6/30/2019		2	\$37.00	\$
7/1/2019 - 6/30/2020		2	\$38.00	\$
7/1/2020 - 6/30/2021		2	\$39.00	\$

			\$	\$
			\$	\$

4.2 For purposes of this Order, the term "Authorized User" shall have the meaning set forth in the Agreement. LN will monitor the number of Authorized Users of Lexis for Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 105% of the Authorized Users set forth above, LN may adjust the Lexis for Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis for Microsoft Office at LN's request from time to time.

5. Installation.

In order to access Lexis for Microsoft Office, Lexis for Microsoft Office must be installed on Subscriber's system via one of the following installation methods: (Subscriber to check its election(s) below.)

- ☒ Standard Implementation –
In a Standard Installation, LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. In a standard implementation installation, Subscriber will not receive any transfer of tangible personal property, nor will there be any electronic transfer or software to the Subscriber in an Individual Desktop Installation. All standard installations will be implemented through electronic retrieval by Subscriber of the software that is hosted by the LN website. Subscriber will download the software from the LN website at an individual desktop level by individual users or on a network level by an IT administrator. By electing this option, Subscriber acknowledges and agrees that the Microsoft Word documents and Microsoft Outlook emails ("Subscriber's Work") that it selects to be analyzed by Lexis for Microsoft Office will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention (similar to a *lexis.com* search) and LN will not store, review, or retain Subscriber's Work beyond the time required for processing (i.e., LN will not store Subscriber's Work in any back up logs, server logs, etc.). There are no installation charges for this option and no separate integration services agreement.

In selecting this option, Subscriber must further define the method of deployment:

- ☒ Individual Desktop Installation - Lexis for Microsoft Office will be downloaded from the LN website on an individual desktop basis
- ☐ Subscriber Network Installation - Lexis for Microsoft Office is downloaded from the LN website and Subscriber distributes the Software to multiple desktops or on an organization-wide basis
- ☐ Installation for existing Lexis® Search Advantage Subscriber – If Subscriber currently subscribes to Lexis® Search Advantage, LN and Subscriber will execute a new Statement of Work to Subscriber's existing Lexis® Search Advantage Agreement to document the additional integration services that will be necessary to integrate Lexis for Microsoft Office and Lexis® Search Advantage within Subscriber's environment.
- ☐ Custom Installation – In a custom installation, LN performs professional services work beyond providing instructions and general guidance for downloading Lexis for Microsoft Office. Professional services rendered by LN may include, but are not limited to, writing custom code to install Lexis for Microsoft Office within Subscriber's environment, installation services at Subscriber's site in order to download and install software on individual desktops and across the enterprise automatically, or specific effort to install the Lexis for Microsoft Office server version within the client environment. The custom installation may include electronic transmissions of computer software and electronic data retrieval of computer software.

Custom installations may also include "load and leave" deliveries in which LN visits Subscriber's site, installs the software, then takes the physical medium away when finished. The nature of the services to be provided to Subscriber, the charges for the custom installation services, and the terms regarding the

services will be documented in a Statement of Work issued against a separate Master Integration Services Agreement to be executed by the parties. A custom installation will not include the transfer of tangible personal property or transfer of title to the Software.

6. Miscellaneous.

6.1 In the event of any conflict between the terms of this Order and the attached Exhibit A, the terms of this Order shall control.

6.2 Except as expressly modified by this Order, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Order. In the event of a conflict or inconsistencies between the Agreement and this Order, this Order will control. The Agreement and this Order represent the entire agreement between the parties with respect to Lexis for Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis for Microsoft Office are superseded in their entirety by this Order.

LN's acceptance of the terms of this Order shall be evidenced by its signature below or by LN providing Subscriber access to Lexis for Microsoft Office.

AGREED TO AND ACCEPTED BY:

SHASTA COUNTY PUBLIC DEFENDER

SUBSCRIBER

BY: _____

NAME: Les Baugh

TITLE: CHAIRMAN, Board of Supervisors
County of Shasta

DATE: _____

LexisNexis, a division of RELX Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Matthew M. McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY: _____

James Johnson
Risk Management Analyst

IT Approved:

6-12-2018
Thomas Schreiber, CIO

[illegible][illegible]

EXHIBIT A

LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT

1. SUBSCRIPTION LICENSE GRANT.

a. Subject to the terms and conditions of this Lexis® for Microsoft® Office End User License Agreement (this "EULA"), LexisNexis, a division of RELX Inc. ("LN") grants you a personal, limited, nonexclusive, non-transferable license to access and use the Lexis® for Microsoft® Office software product (the "Software") set forth in the agreement between you and LN for access to the Software (the "Order"). Use of the Software is subject to the terms set forth in the Order including the number of Authorized Users and time period ("Term") set forth in the Order.

b. Restrictions and Prohibitions on Use. Except as expressly permitted by Section 1(a), or upon the express prior written consent of LN, you may not, nor permit others to: (1) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software; (2) provide anyone other than your Authorized Users access to the Software or any portions thereof; (3) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (4) create compilations or derivative works of the Software; (5) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future; (6) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; (7) remove, disable, or defeat any functionality of the Software; or (8) upload content in the Software (through the Notes feature or otherwise) that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Software that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

c. Electronic Documents. Solely with respect to the electronic documents included with the Software (e.g., the electronic version of the user guide), you may only make as many copies as reasonably necessary for each Authorized User (either in hard copy or electronic form), provided that such copies shall be used only for your sole use and are not republished or distributed to any third party.

d. Third Party Materials. The use of some third-party materials included in the Software may be subject to other terms and conditions typically found in a separate software agreement or "Read Me" file located in or near such materials

2. COPYRIGHT. LN and its third party licensors and developers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by United States and international copyright laws and international treaty provisions. This EULA does not grant you any ownership or intellectual property rights in the Software. Upon expiration of the Term, you will not have the right to continue using the Software and will promptly remove all copies of the Software from your systems.

3. REVERSE ENGINEERING. You agree that you will not, nor will you permit others to attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with or into another product not approved for use by LN (excluding Microsoft Office); or (v) copy the Software except as expressly permitted by this EULA.

4. SOFTWARE SUPPORT.

4.1 As part of your subscription to the Software, LN will provide the following support and maintenance for the Software during the Term ("Support Services"):

(a) Product Support. LN will provide telephonic product support services for the Software 24x7x365 days.

(b) Software Problem Resolution. If you report to LN that the Software does not function according to the user-level documentation for the Software ("Software Problem") and otherwise comply with Section 5 YOUR RESPONSIBILITIES, LN will investigate the Software Problem within a reasonable time after receiving proper notice from you, and sufficient information to identify the problem. LN will work to correct the Software Problem(s) that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, LN will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If LN, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, LN may correct the Software Problem by correcting that documentation.

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis for Microsoft software product (Lexis for Microsoft Office, Lexis for Microsoft Office – with Document Tools, etc.). The license granted herein is only to the Lexis for

Microsoft Software product offering you have selected in the Order (for purposes of this Section 4.1(c) "Your Subscribed Product") and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis for Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements ("Updates") during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN's warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an "Upgrade") free of charge as such Upgrades become commercially available from LN. LN's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis for Microsoft software product. If you wish to subscribe to any other Lexis for Microsoft software product, you must execute an Order with LN which contains the appropriate terms of use and charges for the applicable Lexis for Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

4.2 LN is not obligated to provide Support Services for any Software (a) that has been provided to you free of charge, (b) that has been altered other than by LN or at LN's direction, (c) that is more than two versions out of date, or (d) that integrates with or is designed for any platform that LN or Microsoft no longer supports in the normal and ordinary course of its support lifecycle and/or release cycle. For example, LN is not obligated to support software designed to work with Microsoft platforms that fall outside of the period in which complimentary support services are available as part of the Microsoft license or licensing program; or requires extended support plans that may require additional charges.

4.3 LN retains the right to change or modify the Support Services offered herein at any time and from time to time upon thirty (30) days' written notice to you. In the event any such change materially and adversely affects the Support Services, you may terminate the Order and this EULA upon 10 days' written notice to LN.

5. YOUR RESPONSIBILITIES.

5.1 The Support Services do not include, and you must provide at your expense unless otherwise expressly agreed by you and LN in writing: (a) installation, testing, and operation of the Software and all Upgrade and/or Updates; (b) isolation and documentation of Software Problems; (c) intranet resources, backup and restoration of your systems; and (d) modems and Internet access for LN's remote access and diagnosis of Software Problems, when necessary.

5.2 LN is not responsible for products provided to you by third parties, whether or not LN recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party's obligations under this EULA.

6. LIMITED WARRANTY.

During the Term, LN warrants that the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure, improper use, or modification by you or your agents or contractors or due to your failure to install all Updates. If the Software does not so operate, your exclusive remedy and LN's sole obligation under this warranty shall be, in LN's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the current version of the Software. LN further warrants that Software Support will be performed in a professional manner, consistent with industry standards. EXCEPT AS SET FORTH ABOVE, LN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LN DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE, UPGRADE OR UPDATE WILL MEET ANY PARTICULAR REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SOFTWARE, UPGRADE OR UPDATE (INCLUDING SOFTWARE WHICH LN CREATES OR MODIFIES FOR YOU) WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE, UPGRADE OR UPDATE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM, SYSTEM OR APPLICATION. PORTIONS OF THE SOFTWARE HAVE BEEN DEVELOPED BY MICROSOFT CORPORATION AND SUCH PORTIONS ARE PROVIDED "AS IS." ADDITIONALLY, IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. ALL WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN APPLY TO LN'S SOFTWARE DEVELOPERS, SUBCONTRACTORS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND LN ARE COLLECTIVELY RESPONSIBLE.

7. FEES AND PAYMENT FOR SUBSCRIPTION.

7.1 Applicable fees and charges for the Software and the support services are set forth in your Lexis for Microsoft Office Order. Unless otherwise stated, the fees for the subscription do not include any taxes, such as sales, use, or excise taxes.

7.2 In the event LN sends you an invoice for the subscription, you shall pay LN the net amount of each invoice in United States dollars within 30 days after the date of the invoice. If you fail to pay any invoiced amount when due, LN may charge you interest on the unpaid balance from the date of the invoice until the date paid at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower. In the event you pay the fee for the subscription by credit card, LN will send you a receipt confirming the amount paid and date of expiration of the Term.

8. TERMINATION.

Upon termination of the Order, you will promptly cease all use of the Software and will return all copies of the Software and documentation to LN or, at the option of LN, certify to LN in writing, signed by an executive officer, that all copies of the Software and documentation have been destroyed. Termination of the Order will not be an exclusive remedy and all other remedies will be available to either party whether or not the Order is terminated. LN may terminate this EULA upon 90 days' notice to you in the event LN no longer provides Support Services for the Software. In the event of termination, LN will refund any prepaid but unused fees to you on a pro-rata basis.

9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

10. UNITED STATES GOVERNMENT USE. The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under the Federal Acquisition Regulations and agency supplements to them. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in System Data and Computer Software clause at DFAR 252.227-7013 et. seq. or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at DFAR 52.227-19, as applicable.

11. EXPORT RESTRICTIONS. You agree that you will not permit use of or export, directly or indirectly, re-export, divert or transfer the Software in violation of any applicable export control law or regulation, including without limitation, the U.S. Export Administration Regulations ("Export Controls").

12. MISCELLANEOUS.

12.1 LN (or its licensor, if applicable) retains sole title to and ownership of the Software and all components, all related information furnished to you under this EULA, and all related copyrights, trade secrets, and other intellectual property.

12.2 LN furnishes products and services to you under this EULA on a non-exclusive basis. LN may directly or indirectly furnish the same or similar products and services to other parties doing business within or outside the vertical, horizontal, or geographic markets in which you do business.

12.3 All notices required or permitted under this EULA shall be in writing and shall be delivered by any method providing sufficient proof of delivery, except that any notice other than a notice of default or notice of termination may be delivered by facsimile transmission if the original document is also promptly delivered to the recipient. Any notice shall be deemed to have been given on the date of receipt. Notices to LN shall be sent to the address listed above with a copy to LN, Attention: Customer Legal Services, 9443 Springboro Pike, Miamisburg, OH 45342. Notices to you shall be sent to the address LN has on record.

12.4 Each party shall submit requests for approvals, consents, and waivers to the other party in writing in a timely manner. No approval, consent, or waiver under this EULA shall be enforceable unless set forth in a writing signed by an authorized representative of the granting party. A waiver of a default of any term of this EULA shall not be construed as a waiver of any succeeding default of that term or as a waiver of the term itself. A party's performance after the other party's default shall not be construed as a waiver of that default. No approval, consent, or waiver shall be deemed to have been given by implication and neither party shall be liable for delays in responding to, failures to respond to, or denials of those requests.

12.5 Each term of this EULA is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is unenforceable under applicable law, that determination shall not affect the enforceability of the other terms of this EULA.

12.6 This EULA, together with the Lexis *for* Microsoft Office Order, constitutes the complete agreement between the parties concerning this subject, and supersedes all earlier oral and written communications between the parties with respect to this subject. In the event that you are required to accept any "click-through" license terms at the time of download of the Software or otherwise, the terms of such click-through shall control over any conflicting terms set forth in this EULA.

12.7 Neither party shall assign its rights or delegate its duties under this EULA without the prior written consent of the other party, except that LN may assign this EULA to an affiliate or to its successor by merger or to the transferee of substantially all of its stock or assets. Any assignee or delegatee shall be subject to the same obligations, restrictions, and limitations to which the assignor or delegator is subject, and no assignor or delegator shall be released from liability under this EULA by reason of any such assignment or delegation. This EULA shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

[End of Exhibit A]



USCM/State & Local Government
CONTRACT ADDENDUM

This Contract Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement between LexisNexis, a division of RELX Inc. ("LN") and Shasta County Public Defender ("Subscriber") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Agreement").

1. Term.

The term of this Addendum (the "Addendum") shall be coterminous with the Agreement.

2. Governing Law; Applicable Law.

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the State in which Subscriber is located ("Subscriber's State"). LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. Furthermore, any provision of the Agreement which is contrary to the law of Subscriber's State shall be deemed to be modified to the extent necessary to be permissible under Subscriber's State law.

3. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

4. Termination Rights.

Subscriber shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to LN. In the event that Subscriber wishes to terminate the Agreement for cause, Subscriber will provide LN with written notice and a thirty (30) days period to cure the breach. The written notice shall state the nature of the breach with specificity.

5. Miscellaneous.

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

SHASTA COUNTY PUBLIC DEFENDER

SUBSCRIBER

LexisNexis, a division of RELX Inc.

BY: _____

BY: _____

NAME: Les Baugh

NAME: _____

TITLE: CHAIRMAN, Board of Supervisors
County of Shasta

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

RISK MANAGEMENT APPROVAL

BY: James Johnson
Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL
Matthew M. McOmber
Senior Deputy County Counsel

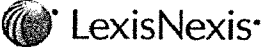
By: _____


ND: USCM-SLG Contract Amd-November2017 ID# 4824-6763-7843

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IT Approved:

Thomas Schreiber 6-12-2018
Thomas Schreiber, CIO



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NOTICE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR USE OF THE LEXISNEXIS ONLINE SERVICES IF YOU ARE AN AUTHORIZED USER IN AN ORGANIZATION THAT HAS ACCEPTED THESE TERMS IN WRITING. OTHERWISE, YOUR USE OF THE ONLINE SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS EXECUTED BETWEEN YOUR ORGANIZATION AND LEXISNEXIS.

TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES May 23, 2018

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to you (the "Price Schedule").

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

- (a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;
- (b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");
- (c) With respect to Materials that are court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Subscription Agreement;
- (d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;
- (e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Subscription Agreement; and
- (f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual

property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. RELX Group and the RE symbol are trademarks of RELX Intellectual Properties SA, used under license. Neither you nor your Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations.

1.6 Neither you nor your Authorized Users may remove or obscure the copyright notice or other notices contained in Materials.

1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Subscription Agreement.

2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused. You may not access or otherwise use the Online Services if you are identified on, and You may not provide access to the Online Services to any individuals identified on, OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

2.5 Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research

sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users' own or otherwise have the right to upload to Folders. Applicable charges for the Folders are listed in the Price Schedule. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization. Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). You agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of you or your Authorized Users' use of the Folders or any content uploaded to the Folders, excluding LN Materials. Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Subscription Agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Subscription Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Subscription Agreement.

3. LIMITED WARRANTY

3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly by this Subscription Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each

such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed by LN immediately upon notice to you. If any changes are made to this Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or our Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Subscription Agreement without notice and LN may pursue any other legal remedies available to it.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

5.4 The failure of you, LN, or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under this Subscription Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Subscription Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

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14. Experian Data – Applicable Only To Those Subscribers Who Have Access to GLBA Regulated Credit Header Data

VIN Gateway Services Direct Auto Market Restrictions

In no event may you or any of your Authorized Users sell, license or otherwise provide any VIN Gateway Services or LN products or services using the VIN Gateway Data to any entity that is engaged in any of the following business activities: (i) vehicle dealers; (ii) vehicle original equipment manufacturers; (iii) vehicle auction companies; (iv) automotive portals, or (vii) automotive aftermarket suppliers, including the sales and marketing functions of such companies ("Direct Auto Market"), except to the following departments of such entities: (i) the legal, collections, human resources or other corporate support departments/functions of such Direct Auto Market companies, (ii) financial institutions, or (iii) automobile finance companies. Additionally, use of the VIN Gateway Data for any of the following purposes is prohibited:

- A. Recall/Advisory Activities: Using VIN Gateway Data to identify specific vehicle owners' names and addresses (typically all owners linked to a range of VIN numbers) for the purpose of notifying them of a product recall or safety advisory issued by an auto manufacturer, supplier or agent.
- B. Warranty Activities: Using VIN Gateway Data to identify specific records, (e.g. odometer readings, transfer of ownership) associated with a VIN number to identify whether or not a vehicle is still under warranty and providing this determination to, or in connection with, motor vehicle manufacturers, independent warranty or service contract providers.
- C. Customer Surveys: Using VIN Gateway Data to identify owners of a specific make, model and/or category of vehicles for the purpose of conducting primary consumer research (e.g. telephone interviews, mail surveys) to determine consumer automobile preferences and /or vehicle purchasing trends.
- D. Vehicle Statistics: Using VIN Gateway Data to compile periodic new and/or used vehicle statistics (e.g. recent sales, vehicles in operation) by geography, vehicle classification, dealer, lender, and/or make/model for the purpose of automobile market share reporting for manufacturers and dealer, indirect lending market share reporting for automotive lenders, retail site planning, promoting automotive brands or dealerships to consumers, and/or dispute resolution between retailers and manufacturers.
- E. Share of Garage Analysis: Using VIN Gateway Data to determine the current vehicles owned by an individual, household or group for the purposes of market research or direct marketing, or determining vehicle purchasing patterns over time (e.g. frequency of purchases, loyalty to specific brands).
- F. Vehicle Ownership Profiles/Modeling: Using VIN Gateway Data to build direct marketing models for the purpose of promoting vehicles and auto financing products to consumers.
- G. Vehicle History Reports: Augmenting VIN Gateway Data with accident data, odometer readings, emission readings or state issued vehicle brand data for the purpose of developing a 'Vehicle History Report' competing against AutoCheck and CARFAX by providing vehicle valuations to potential buyers, seller, dealers, Original Equipment Manufacturers, auction houses or financiers of automobiles. This in no way limits use of the VIN Gateway Data to verify the vehicles owned by a consumer or business or to assess the value of vehicles during the process of underwriting, policy auditing, adjusting, examining or settling of a property claim. Furthermore, Subscriber shall not provide, sell or license the branded title indicator or lease/lienholder information to any End User/Distributor outside of the insurance industry.
- H. Fleet Marketing: Using VIN Gateway Data for the purpose of direct marketing to identify and target businesses who own vehicle fleets.
- I. Direct Marketing: Using the Licensed Data for direct marketing activities such as direct mail or telemarketing.
- J. OEM/AOT: Using VIN Gateway Data for removal of nonowner records of original equipment manufacturers or in connection with providing services to motor vehicle manufacturers.
- K. Dealer Audit: Using VIN Gateway Data in connection with original equipment manufacturer performance monitoring of auto vehicles or dealers.
- L. Modeling: VIN Gateway Data shall not be resold or sublicensed for modeling purposes. Resale of any result derived from a model is not prohibited.

Access Security Requirements for GLB SA Data (Fully Displayed or Truncated Social Security Number Information Retrieved from Credit Header Data)

The following information security controls are required to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to get an outside service provider to assist you. Experian reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security.

In accessing GLBA SA Data, you agree to follow these Experian security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store Experian data.

M. Implement Strong Access Control Measures

1. If using third party or proprietary systems to access the LexisNexis Online Services, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing LexisNexis data/systems.
2. If the third party or third party software or proprietary system or software, used to access the LexisNexis Online Services, is replaced or no longer in use, the passwords should be changed immediately.
3. Create a unique user ID for each user to enable individual authentication and accountability for access to the Online Services. Each user must also have a unique logon password.
4. Develop strong passwords that are:
 - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
 - Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts
 - For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically or that enhancements such as multi-factor authentication are implemented (every 90 days is recommended)
5. Passwords (e.g. user/account password) must be changed immediately when:
 - Any system access software is replaced by another system access software or is no longer used
 - The hardware on which the software resides is upgraded, changed or disposed without being purged of sensitive information
 - Any suspicion of password being disclosed to an unauthorized party (see section D.3 for reporting requirements)
 - It is understood that the practice of encryption of sensitive data at rest will be implemented in the year 2017 for you, it being understood that in the meantime you shall implement other compensating controls when the data is at rest, including physical security, access controls, or vulnerability assessments
6. Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption. When using encryption, ensure that strong encryption algorithms are utilized (e.g. AES 256 or above).
7. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
8. Active logins to credit information systems must be configured with a 30 minute inactive session timeout.
9. You must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store Experian data
10. Ensure that Subscriber's employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose
11. Implement physical security controls to prevent unauthorized entry to Subscriber's facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

N. Maintain a Vulnerability Management Program Implement Strong Access Control Measures

1. Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.
2. Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry standard security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
3. Implement and follow current best security practices for computer virus detection scanning services and procedures:
 - Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
 - Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
 - If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

O. Protect Data

1. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
2. Experian data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.
3. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
4. Encrypt all Experian data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as AES 256 or above. An alternative to encryption at rest is compensating controls designed to mitigate the risk of data exposure.
5. Experian data must not be stored locally and permanently on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
6. When using smart tablets or smart phones to access Experian data, ensure that such devices are protected via device pass-code
7. Applications utilized to access Experian data via smart tablets or smart phones must protect data while in transmission using an industry-recognized, strong, encryption method.
8. Only open email attachments and links from trusted sources and after verifying legitimacy.
9. When no longer in use, ensure that hard-copy materials containing Experian data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
10. When no longer in use, electronic media containing Experian data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

P. Maintain an Information Security Policy

1. Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
2. The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.

3. Implement and maintain ongoing mandatory security training for those who have access to Experian information and awareness sessions for all staff to underscore the importance of security in the organization.
4. When using third party service providers (e.g. application service providers) to access, transmit, store or process Experian data, ensure that service provider is compliant with the Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian's list of compliant service providers. If the service provider is in the process of becoming compliant, it is Subscriber's responsibility to ensure the service provider is engaged with Experian and an exception is granted in writing. Approved certifications in lieu of EI3PA can be found in the Glossary section.

Q. Build and Maintain a Secure Network

1. Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
2. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
3. Administrative access to firewalls and servers must be performed through a secure internal wired connection or over a secured private network only.
4. Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
5. Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
6. For wireless networks connected to or used for accessing or transmission of Experian data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
7. When using service providers (e.g. software providers) to access LexisNexis systems, access to third party tools/services must require multi-factor authentication.

R. Regularly Monitor and Test Networks

1. Perform regular tests on information systems that serve Experian data and are exposed to the Internet (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
2. Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Experian data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly a periodic basis and that follow-up to exceptions is required.
3. Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access LexisNexis systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
 - protecting against intrusions;
 - securing the computer systems and network devices;
 - and protecting against intrusions of operating systems or software.

S. Mobile and Cloud Technology

1. Storing Experian data permanently on mobile devices is prohibited. Any exceptions must be obtained from Experian in writing; additional security requirements will apply.

2. Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
3. Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
4. Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
5. Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is Experian data to be exchanged between secured and non-secured applications on the mobile device.
6. In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Experian data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
7. When using cloud providers to access, transmit, store, or process Experian data ensure that:
 - Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
 - Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by Experian:
 - ISO 27001
 - PCI DSS
 - E13PA
 - SSAE 16 – SOC 2 or SOC3
 - FISMA
 - CAI / CCM assessment

T. General

1. No more than once per year, at Experian's expense, Experian will have the right to audit the security mechanisms Subscriber maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices. Audits shall be reasonable in scope and duration.
2. In cases where Subscriber is accessing Experian information and systems via third party software, Subscriber agrees to make available to LN upon request, audit trail information and management reports generated by the vendor software, regarding Subscriber individual authorized users.
3. Subscriber shall be responsible for and ensure that third party software, which accesses the LexisNexis Online Services, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.
4. Subscriber shall conduct software development (for software which accesses LexisNexis information systems; this applies to both in-house or outsourced software development) based on the following requirements:
 - Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.
 - Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
 - Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other

5. Under Section H.1 above, reasonable access to audit trail reports of systems utilized to access the Online Services shall be made available to LexisNexis upon request, for example during breach investigation or while performing audits.
6. Data requests must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.
7. Subscriber shall report actual security violations or incidents that impact Experian data to LexisNexis within twenty-four (24) hours or per agreed contractual notification timeline. Subscriber agrees to provide notice to LexisNexis of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 888-872-5375, Email notification will be sent to Security.investigations@lexisnexis.com.
8. Subscriber acknowledges and agrees that Subscriber (a) has received a copy of these requirements, (b) has read and understands its obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to the Experian data through the Online Services, and (d) will abide by the provisions of these requirements when accessing Experian data.
9. Subscriber understands that its use of the Online Services and computing resources may be monitored and audited by LexisNexis, without further notice.
10. Subscriber acknowledges and agrees that it is responsible for all activities of its employees/Authorized Users, and for assuring that mechanisms to access the Online Services and data are secure and in compliance with its LexisNexis agreement.
11. When using third party service providers to access, transmit, or store Experian data, additional documentation may be required by LexisNexis.

General requirements:

L. Subscriber shall designate an employee to be its Head Security Designate, to act as the primary interface with LexisNexis on systems access related matters. Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all Authorized User's access to the Online Services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.

M. Subscriber's Head Security Designate or other Security Designates shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each LexisNexis product based upon the legitimate business needs of each employee. LexisNexis reserves the right to terminate any accounts it deems a security threat to its systems and/or consumer data.

N. Unless automated means become available, Subscriber shall request employee's (Internet) access via the Head Security Designate/Security Designate. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). LexisNexis' approval of requests for (Internet) access may be granted or withheld in its sole discretion. LexisNexis may add to or change its requirements for granting (Internet) access to the services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. Note: Partially completed forms and verbal requests will not be accepted.

O. An officer of Subscriber agrees to notify LexisNexis in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate, Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

Roles and Responsibilities

P. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with LexisNexis on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with LexisNexis on information and product access, in accordance with these Experian Access Security Requirements for LexisNexis End-Users. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to LexisNexis' systems and information. Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to LexisNexis immediately or the Head Security Designate's access terminated.

- Q. The Head Security Designate is acting as the duly authorized representative of Subscriber.
- R. The Security Designate may be appointed by the Head Security Designate as the individual that Subscriber authorizes to act on behalf of the business in regards to LexisNexis product access control (e.g. request to add/change/remove access). Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes). Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with LexisNexis' Security Administration group on information and product access matters.
- S. The Head Designate shall be responsible for notifying their corresponding LexisNexis representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

Designate

- T. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.
- U. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).
- V. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
- W. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access LexisNexis products and services.
- X. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.
- Y. Must immediately report any suspicious or questionable activity to LexisNexis regarding access to LexisNexis' products and services
- Z. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to LexisNexis.
- AA. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
- BB. Shall be available to interact with LexisNexis when needed on any system or user related matters.

Glossary

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.

Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
Experian Independent Third Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian LexisNexis' ability to protect the information they purchase from Experian. EI3PA SM requires an evaluation of a LexisNexis' information security by an independent assessor, based on requirements provided by Experian. EI3PA SM also establishes quarterly scans of networks for vulnerabilities.
ISO 27001 /27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report , just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
CAI /CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.

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- f. You shall only use Materials in accordance with the license granted in your Agreement and in any event for no purposes other than media monitoring, due diligence, governance risk management, reputation management, information gathering, or compliance with your Know Your Client, anti-bribery & corruption, financial crime, anti-money laundering, counter terrorist financing, modern slavery, or other legal obligations.

FOR WORLDCO DATA PRODUCTS THE FOLLOWING TWO SUBPARAGRAPHS SHALL APPLY:

1. Where you subscribe for any LN risk and diligence products and services (the "R&D Services"), you undertake that you will use the Materials on those sites only for your own internal legitimate business purposes which shall be limited to the following:
 - (a) In the prevention of Financial Crime, including Anti-Money Laundering ("AML") and Counter Terrorism Financing.
 - (b) In the prevention of Financial Crime, including Anti-Bribery and Corruption ("ABC").
 - (c) In assessing general business risks, including but not limited to AML, ABC, Fraud and commercial financial risks relevant to the business or its controlling persons.
 - (d) In the process of reconnecting assets with a person.
 - (e) In locating an individual not for asset reunification or debtor tracing purposes.

- (f) Data cleaning or appending against your own database for general communication.
 - (g) In assessing the risk of default and provision of a risk based score and/or credit risk attributes of an individual.
 - (h) In the investigation into a known or suspected fraud case to gain further information about an individual.
 - (i) In fraud prevention or to aid with the discovery of fraud.
 - (j) In the identity assurance process for any of your new or existing clients.
 - (k) For internal production of analytical models, evaluation of a service or research.
 - (l) For development and testing purposes.
2. Where you subscribe for the R&D Services, you represent and warrant that you have the appropriate legal grounds to collect, process and use the information that you obtain from the R&D Services.
- g. You shall not make any decisions about individuals which have a legal or similarly significant effect on them and which are based solely on automated processing of their LN Materials and/or information derived from Materials.
- h. You shall not make decisions about individuals based solely on Materials derived from any third-party social-media websites (such as Twitter, Facebook, etc.) ("Third Party Platforms") and/or information derived from such Materials.
- i. Where you are licensed to use the Materials for media monitoring or reputation management purposes, you shall not use the Materials and/or information derived from such Materials for such media monitoring or reputation management purposes in a manner which involves targeting or making decisions about individuals on the basis of their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric characteristics, health, sex life, sexual orientation, or criminal convictions and offences or related security measures.



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Article: System Requirements for Lexis for Microsoft Office

Document ID PR1228

Product(s)

Lexis® for Microsoft® Office

System Requirements

Lexis® for Microsoft Office® 7.1.x and Higher (Windows Users)

Lexis® for Microsoft Office® Office 365 (Windows and Mac Users)

Lexis® for Microsoft® Office 7.1.x and Higher	
Minimum System Configuration	
Computer/processor	Intel® Core 2 Duo processor 2.66 GHz
Memory/RAM	4 GB
Display	1024x768 or higher resolution
Operating System	Windows 7
Software Requirements (User Installed)	
Operating System	<ul style="list-style-type: none">• Windows 7 (32-bit or 64-bit)<ul style="list-style-type: none">• Any priority updates supplied through Microsoft Update• Windows 8.1 (32-bit or 64-bit)<ul style="list-style-type: none">• Any priority updates supplied through Microsoft Update

	<ul style="list-style-type: none"> Windows 10 (32-bit or 64-bit) <ul style="list-style-type: none"> Any priority updates supplied through Microsoft Update <p>Note: Lexis® for Microsoft® Office is supported in the Virtualized Desktop environments, such as Citrix, Terminal Services, etc.</p>
Microsoft Software (One of the Following)	<ul style="list-style-type: none"> Microsoft Outlook® and/or Word 2016 (32-bit or 64-bit) <ul style="list-style-type: none"> Word 2016 is supported on both Lexis for Microsoft Office 7.1 and higher and Lexis for Microsoft Office 365 Any updates supplied through Microsoft Update Outlook and/or Word 2013 (32-bit or 64-bit) <ul style="list-style-type: none"> Office 2013 Click-to-Run is included beginning in version 4.0.6 Any updates supplied through Microsoft Update Outlook and/or Word 2010 (32-bit or 64-bit) <ul style="list-style-type: none"> Any updates supplied through Microsoft Update
Browser	Internet Explorer® 8 or higher
Software Requirements	
The required software is installed automatically by the Lexis® for Microsoft® Office installer. Minimum required versions listed below. Newer versions will function as well.	
Microsoft .NET Framework	Version 4.6.1 or higher
Microsoft Visual C++ redistributable 2008 SP1	x86 or x64 (depending on the system configuration)
Microsoft Visual C++ redistributable 2010	x86 or x64 (depending on the system configuration)

Microsoft Visual Studio 2010 Tools for Office	Runtime Version 10.0.60724 or higher
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Lexis® forMicrosoft® Office Office 365® Requirements				
LMO Version	Office 2016 for Windows	Office 2016 for iPad	Office 2016 for Mac	Office Online
1.0.0.0	Supported*	Supported	Supported	Supported**

* Lexis forMicrosoft Office 365 (v 1.0.0.0) and Lexis forMicrosoft Office (v 7.1.12 and higher) are compatible with local installations of Office 2016

** Office Online is not compatible Lexis forMicrosoft Office (v 7.1.12 and higher)

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END USER LICENSE AGREEMENT

DEFINITIONS

"Confidential Information" shall be deemed to include any and all non-public information of any form obtained or learned by each Party or its representatives in connection with this Agreement, regardless of whether such information is marked or identified as confidential, including, but not limited to, any prices, information, trade secrets, processes or documentation obtained in connection therewith or related thereto, and information regarding either Party's business practices, policies, and strategies, technology systems and platforms, all information regarding either Party's clients and specifically including all intellectual property of either Party. Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain other than as a result of an unauthorized disclosure by a Party, (ii) was already in the possession of a Party prior to the first date of signature below and free of any actual or constructive knowledge of any obligation of confidentiality with respect thereto, (iii) is disclosed to a Party by a third party having no obligation of confidentiality with respect thereto, (iv) is independently developed by a Party without reference to the other Party's Confidential Information, (v) is released from confidential treatment by written consent of a Party, or (vi) is required or requested to be disclosed pursuant to law, court order, subpoena or governmental authority.

"Documentation" means the instructional, operating or user manuals that Company provides to Customer in any form, including electronic downloads, that relate to the operation of the Software.

"End User" means the individual using the Software as authorized by Customer.

"License Fees" are set forth in the applicable Order Form, including any support fees.

"Licensed Features" means the terms identified on an Order Form specifically related to the Software being licensed thereunder, including number of Seats, product descriptions, License Fees and payment terms.

"Order Form" means each form generated by or on behalf of Company and executed by Customer that specifies the Licensee, the Software being licensed, the Subscription Term, the Licensed Features and other commercial terms.

"Seats" means the number of unique logons set forth on the applicable Order Form for which a copy of the applicable Software may be used.

"Software" means the computing programs set forth on the applicable Order Form, and Upgrades or Updates provided to customer hereunder.

"Subscription Term" means the period of time from the start date to the end date specified in each Order Form for each subscription purchased thereunder (the "Initial Subscription Term") and each annual period thereafter (a "Renewal Subscription Term").

"Updates" means the maintenance fixes and error corrections of the Software provided by Company pursuant to the Hosting Services or Support and Maintenance Services.

"Upgrades" means version of the Software that Company designates as such that incorporates new functionality or enhances performance.

WHEREAS, Customer wishes to license the Software specified in an applicable Order Form to this Agreement for use in its business.

WHEREAS, Company is willing to grant Customer the right to incorporate the Software specified in an applicable Order Form to this Agreement into its desktop images and to deploy the Software to its employees for use.

THEREFORE, the Parties, intending to be legally bound by the terms hereof, hereby enter into the following agreements:

TERMS

1. **License.** Subject to the terms and conditions of this Agreement, including timely payment of License Fees, Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, fully revocable and worldwide license to use, and to permit End Users to use, the object code of the Software and Documentation during the Subscription Term solely for the internal business purposes of Customer. The Software may be used for the number of Seats identified on an Order Form. Customer shall not and shall not permit any End User to use the Software beyond the Subscription Term, in excess of the authorized number of Seats counts, or in any violation of any other restrictions or limitations set forth on the applicable Order Form.

Customer agrees that the Software and Documentation shall be deemed accepted upon delivery and the license granted hereby is not contingent on the delivery of any future functionality or features or dependent on any oral or written public statements made by Company regarding future functionality or features. Company reserves all rights not expressly granted herein.

2. Evaluation License and Terms Specific to Evaluation Copies of Software. If the Order Form indicates that the Software is being licensed for evaluation, then the following shall apply to such Software during the evaluation term as identified on the applicable Order Form and notwithstanding any contrary term specified in this Agreement: (A) unless otherwise specified in the Order Form, License Fees do not apply; (B) the Software is licensed solely for the evaluation term and solely for the limited purpose of evaluating the Software and establishing Customer's desire to acquire licenses to Software for a Subscription Term; (C) the Software is provided "As Is" without any warranty of any kind; (D) Customer shall not be entitled to any Support and Maintenance Services or any Upgrades or Updates during the evaluation term; and (E) upon the expiration of the evaluation term or earlier, upon five (5) days' notice to Customer, if requested by Company, the license granted shall terminate and Customer shall promptly return the Software and Documentation, without retaining copies.

3. Restrictions. Except as otherwise expressly permitted under this Agreement, Customer shall not (and shall not authorize or permit any third party including any End Users to): (A) copy or use the Software or any portion thereof, except as expressly authorized by this Agreement; (B) use the Software on unauthorized equipment or products, (C) duplicate, modify the Software or create derivative works based upon the Software; (D) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (E) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Company; (F) disclose, provide, or otherwise make available trade secrets contained within the Software in any form to any third party without the prior written consent of Company; (G) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software without the prior written approval of Company; or (H) alter or remove any proprietary notices or legends contained on or in the Software. For the avoidance of doubt, all restrictions specified herein with respect to Software apply to all components and the Documentation. Customer warrants that they and the End User are not competitors or potential competitors of Company, and are not acting on behalf of a competitor or potential competitor.

Customer agrees to provide network access for Software to communicate with the Company servers on an ongoing basis, as applicable based on the Software, and that the Customer identifier (such as a name or number), End User identifier (such as name or id), computer identifier (such as computer name and network address), Company product (such as name and version), performance tracking data, and Company license key may be communicated. Customer agrees that the Software may not operate without such access, and that the Software may stop operating without notice if it is unable to verify license rights. Customer also agrees that, without such access, Company may not be obligated to provide the support and maintenance services referred to in section 4(a) and/or any applicable Service Level Agreement.

4. Services.

(a) Support and Maintenance Services. If the Order Form indicates that Support and Maintenance Services are to be provided by Company to Customer then, provided that Customer has paid Company the applicable fees indicated thereon, and subject to the terms and conditions of this Agreement, Company shall provide Customer Support and Maintenance Services for the relevant maintenance term in accordance with Company's then-current Support and Maintenance Services Service Level Agreement, a description of which is available at: <https://support.litera.com/s/policies>; as the same may be modified from time to time.

(b) Hosted Services. If the Order Form indicates that hosting services are to be provided by Company to Customer then subject to the terms and conditions of this Agreement, Company shall host the Software on behalf of Customer for the Subscription Term and in accordance therewith shall use commercially reasonable efforts to provide access to the Software by Customer, including its End Users, on a 24/7/365 basis except for planned downtime and other unavailability caused by circumstances outside the reasonable control of Company only for as long as such circumstances exist. If, for any reason, the Software downtime exceeds one (1) percent of any monthly period, the Customer shall be entitled to a credit equal to the percent of downtime upon request, but this shall be the sole and entire compensation.

5. Fees. Customer shall pay the License Fees set forth on the applicable Order Form within thirty (30) days of Company's invoice. All renewal fees are payable annually in advance. All amounts are non-refundable. Customer will pay all VAT, sales, use or similar taxes applicable to this transaction arising now or at any time in the future. Such amounts, if any, are not included in the License Fees. Unless Customer has an enterprise license as defined in any Order Form, at least sixty (60) days prior to the end of the Subscription Term, or at any time upon the reasonable request of Company, Customer will verify the number and location of End Users using the Software and if such number exceeds the number identified in the Order Form the License Fees will thereupon be increased accordingly based upon the then current rates charged by Company. If any undisputed fee due hereunder remains unpaid ten (10) days after its due date, Company may assess, and Customer shall pay, a finance charge of the greater of one (1) percent per month or the maximum rate allowable per applicable law on all undisputed amounts past due from the date that such amount became due and payable.

6. Indemnity. Subject to the terms herein, Company, at its own expense, shall defend Customer from any and all third party claims that the Software infringes or violates any third party intellectual property right in the country that Customer acquired a license to Software as set forth on the applicable Order Form and Company shall indemnify Customer from any amounts assessed against Customer in a resulting judgment or amounts to settle such claims, provided that Customer: (a) gives Company prompt written notice of any such claim; (b) permits Company to control and direct the defense or settlement of any such claim; and (c) provides Company all reasonable assistance in connection with the defense or settlement of any

such claim, at Company's expense. If Customer's use of the Software is (or in Company's opinion is likely to be) enjoined, Company, at its expense and in its sole discretion, may: (i) procure the right to allow Customer to continue to use the Software, or (ii) modify or replace the Software or infringing portions thereof to become non-infringing, or (iii) if neither (i) nor (ii) is commercially feasible, terminate Customer's right to use the affected portion of the Software and refund any License Fees paid by Customer during the then current Subscription Term but in no event greater than a three (3) year period. Notwithstanding the foregoing, Company shall have no obligations under this Section to the extent any infringement claim is based upon or arises out of: (A) any modification or alteration to the Software not made by Company or its contractors; (B) any combination or use of the Software with products or services not approved by Company in writing; (C) Customer's continuance of allegedly infringing activity after being notified thereof; (D) Customer's failure to use Updates made available by Company; and/or (E) use of the Software not in accordance with the applicable Documentation or the license granted hereby. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and Company's entire liability, with respect to infringement or misappropriation of third party intellectual property.

7. Ownership. The Software is licensed and not sold. Company and its licensors, as applicable, shall own and retain all right, title, and interest in and to the Software and Documentation, subject only to the license granted hereunder, all copies or portions thereof, and any derivative works thereof by whomever created. All suggestions or feedback provided by Customer, its employees, consultants or agents (including End Users) to Company with respect to the Software shall be Company's property and deemed Confidential Information of Company and Customer hereby assigns the same to Company.

Without limiting the foregoing, Customer, on behalf of itself and each End User acknowledges that the Software and Documentation may be protected by copyright and other intellectual property laws and may not be copied, reproduced, translated, or reduced to any electronic medium or machine readable form, in whole or in part, without the express written permission of Company, except as necessary for system backup and disaster recovery. The Software may be covered by one or more US and/or international patents, as well as copyright, and all rights under US and international patent and copyright laws are reserved to Company and its licensors. Customer shall not undertake or permit any action that will interfere with or diminish the right, title or interest of Company or its licensors in their trademarks, tradenames, copyright or patent rights or any of their rights under patent, trademark or copyright laws.

8. Term and Termination.

(a) **Subscription Term.** The term of each license of Software granted hereunder shall be the Subscription Term. Unless otherwise set forth on the applicable Order Form, a Subscription Term may be terminated by Customer upon written notice of termination delivered to Company not less than thirty (30) days prior to the end of the Initial Subscription Term or a Renewal Subscription Term. Upon termination of a Subscription Term, Customer shall destroy (or at Company's option, return) all copies of the Software and Documentation in its possession or control. If the Software and Documentation is destroyed, Customer shall submit a certification verifying the same to Company. Notwithstanding the foregoing, Customer shall be entitled to retain copies of the Confidential Information and Software for routine back-up and archival purposes, or otherwise as required by law, provided that all such information retained is subject to the confidentiality restrictions set forth in this Agreement in perpetuity.

(b) **Agreement Term.** This Agreement shall remain effective until terminated or until the Subscription Term under each Order Form expires whichever is earlier. This Agreement may be terminated by a party: (a) upon thirty (30) days written notice, if the other party materially breaches any provision of this Agreement and such breach remains uncured within such thirty (30) day period; or (b) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations without a successor; or (c) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within ninety (90) days. Upon termination of this Agreement, Customer shall destroy (or at Company's option, return) all copies of the Software and in its possession or control. If the Software and Documentation is destroyed, Customer shall submit a certification verifying the same to Company. Notwithstanding the foregoing, Customer shall be entitled to retain copies of the Confidential Information and Software for routine back-up and archival purposes, or otherwise as required by law, provided that all such information retained is subject to the confidentiality restrictions set forth in this Agreement in perpetuity.

(c) **Survival.** All Sections, definitions, terms and conditions necessary to enforce a Party's rights and obligations under this Agreement shall survive the termination or expiration of this Agreement. Additionally, Sections 1, 3, 6, 7, 8, 9, 10, 11, and 12 shall survive the termination or expiration of this Agreement.

9. Confidentiality and Data Protection. Each party (the "Receiving Party") agrees to keep the Confidential Information (as defined above) of the other party (the "Disclosing Party") in confidence and not to use such Confidential Information except in performing hereunder. Except as expressly authorized herein, the Receiving Party agrees to: (i) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (ii) disclose the Disclosing Party's Confidential Information only to those employees, contractors or professional advisors of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee and contractor shall be subject to a binding written agreement with respect to such Confidential Information at least as restrictive as the terms and conditions of this Agreement, and the Receiving Party shall remain

solely liable for any non-compliance of such employee or third party with the terms and conditions of this Agreement. During the Subscription Term, Company will maintain safeguards for protecting Customer's Confidential Information as described in Company's' privacy policy located at <https://www.litera.com/privacy-policy/>.

10. Warranties.

(a) Software Warranty. For a period of ninety (90) days from the date of delivery of Software to Customer, Company warrants that the Software substantially conforms to its published specifications described in the end user Documentation supplied by Company. This limited warranty extends only to the Customer who is the original Licensee. Customer's sole and exclusive remedy and the entire liability of Company and its suppliers and licensors under this limited warranty will be, at Company's option, repair or replacement of the Software, or if repair or replacement is not possible, to refund the License Fees paid for the Software upon the return and removal of all Software from servers and devices.

(b) Restrictions. The Software Warranty does not apply if the Software, or any portion thereof: (a) which has been altered, except by Company or its authorized representative, (b) has not been used, installed, operated, repaired, or maintained in accordance with the relevant license Agreement and/or published Documentation provided by Company, (c) which has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) which is licensed, for beta, evaluation, testing or demonstration purposes. Additionally, this warranty only applies to the original Licensee and does not apply to any bug, defect or error caused by or attributable to other software or hardware used with the Software not supplied by Company.

(c) Mutual Warranties. Each party represents and warrants to the other party that (i) it has the legal power to enter into this Agreement and (ii) it will not intentionally transmit to the other party any malicious code (except for malicious code first transmitted to the warranting party by the other party).

(d) DISCLAIMERS. EXCEPT FOR ANY LIMITED WARRANTY EXPRESSLY PROVIDED ABOVE, THE SOFTWARE, DOCUMENTATION, ANY RELATED SERVICES ARE PROVIDED "AS IS" AND COMPANY AND ITS LICENSORS PROVIDE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, DOCUMENTATION OR SERVICES. EXCEPT AS SPECIFIED IN THIS SECTION 11, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY COMPANY, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. FURTHER, COMPANY AND ITS LICENSORS DO NOT WARRANT THE RESULTS OF USE OF THE SOFTWARE OR DOCUMENTATION OR THAT THE SOFTWARE IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

11. Limitation of Liabilities. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6 (INDEMNITY) OR SECTION 9 (CONFIDENTIALITY), IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWSOEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6 (INDEMNITY), OR SECTION 9 (CONFIDENTIALITY), IN NO EVENT SHALL ANY PARTY'S LIABILITY TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR OTHERWISE, EXCEED THE LICENSE FEES RECEIVED BY COMPANY FROM CUSTOMER (AND IN THE CASE OF CUSTOMER FEES PAID AND DUE TO COMPANY OR ITS AUTHORIZED RESELLER) IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM, WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Software or Documentation or any other product or service delivered by Company or its Authorized Resellers.

12. General

(a) Customer Records. Customer grants to Company and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement, provided that such examination does not occur more than once every twelve months. If such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Company the appropriate License Fees, plus the reasonable cost of conducting the audit.

(b) Export. The Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software and Documentation.

(c) U.S. Government End User Purchasers. The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Customer may provide to Government end user or, if this Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in this Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

(d) Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to or application of choice of law rules or principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State and Federal courts with jurisdiction in the State of Illinois. Customer hereby agrees to service of process in accordance with the rules of such courts. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

(e) Entire Agreement; Modifications. Except as expressly provided herein, this Agreement (specifically including any terms incorporated herein by reference) and each Order Form executed in connection herewith constitutes the entire Agreement between the parties with respect to the license of the Software and delivery of hosting or Support and Maintenance Services, if applicable. Except as expressly provided herein, this Agreement supersedes and cancels all previous written and oral agreements and communications relating the subject matter of this Agreement. Except as expressly provided herein, this Agreement may be amended only by a writing executed by both parties. In the event of a conflict between the terms and conditions of this Agreement and an Order Form, the more specific terms of the Order Form, if applicable, shall prevail. Without limiting the foregoing, the terms and conditions of this Agreement and the Order Form govern in the event of any conflict with a purchase order, if use of a purchase order is required by Customer. For avoidance of doubt, each Order Form executed by Customer that references this EULA by the effective date set forth above is incorporated herein by reference.

(f) Illegality. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

(g) Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(h) Assignment. This Agreement is non-assignable unless the other party consents, which consent shall not be unreasonably withheld. Either party may assign this Agreement, without the consent of the other party, to a successor in interest in the event of a merger, acquisition or re-organization. Any action or conduct in violation of the foregoing shall be void and without effect.

(i) Legal Fees. In any action to enforce one's rights hereunder, the non-prevailing party shall pay the reasonable fees and expenses of the prevailing party.

(j) Notice. Any and all notices or other information to be given by one of the parties to the other shall be in writing and delivered (i) by electronic mail to Customer at the email address on the applicable Order Form and to Company at legal@litera.com (subject line: Notice under Terms of Use), or (ii) by certified mail (receipt requested), or hand delivery to the other party to the address set forth on the applicable Order Form. Such notices shall be deemed to have been received on the first business day following the day of such delivery. The address of either party may be changed at any time by giving ten (10) business days prior written notice to the other party in accordance with the foregoing.

(k) Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting Company's intellectual property rights in Software or the Confidential Information of either party may cause irreparable injury to such party for which monetary damages would not be an adequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

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General Addendum to Amendment

This is an addendum to the amendment to the Agreement between LexisNexis, a division of Reed Elsevier, Inc., a.k.a. RELX, Inc. ("LN") and the Shasta County Public Defender ("Subscriber"), which Amendment is effective July 1, 2018 and is executed on June __, 2018, by LN and executed on June __, 2018, by Subscriber.

In the event of a conflict between this General Addendum to Amendment and the terms of the Amendment to the Agreement, any of its Exhibits, attachments, and other Addenda, the terms of this General Addendum to Amendment shall prevail.

Notwithstanding anything to the contrary in the Agreement, Subscriber shall not be prohibited from disclosing a record or document Subscriber is required to disclose pursuant to law.

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

COUNTY OF SHASTA


Date: _____

Les Baugh, CHAIRMAN
Board of Supervisors
County of Shasta
State of California


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

By: _____
Deputy

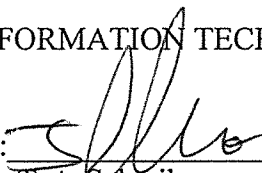
Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

 Date: 6/11/18
By: Matthew M. McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  Date: 06/11/18
James Johnson
Risk Management Analyst III

INFORMATION TECHNOLOGY

By:  Date: 6-12-2018
Tom Schreiber
Chief Information Officer

LexisNexis, a division of RELX, Inc.

Date: _____

By: _____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Law and Justice-10.

SUBJECT:

First Amendment to the Agreement with Victor Community Support Services, Inc. for Aggression Replacement Training

DEPARTMENT: Probation

Supervisory District No. : ALL

DEPARTMENT CONTACT: Tracie Neal, Chief Probation Officer, (530) 245-6200

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment, effective June 1, 2018, to the agreement with Victor Community Support Services, Inc. to increase the maximum compensation by \$100,000 to a new maximum compensation of \$150,000 to provide Aggression Replacement Training, retaining the term of the agreement through June 30, 2017, with two automatic one-year renewals.

SUMMARY

Victor Community Support Services (VCSS) currently provides Aggression Replacement Training (ART) to adult and juvenile offenders referred by the Probation Department. This amendment will allow the Probation Department to continue to utilize these services until the agreement terminates June 30, 2019.

DISCUSSION

ART is an evidence-based cognitive behavioral intervention program to help individuals improve social skills competence and moral reasoning, better manage anger, and reduce aggressive behavior. The program consists of 10 weeks (30 sessions) of intervention training, and is divided into three components—social skills training, anger-control training, and training in moral reasoning. Referred offenders attend a one-hour session in each of these components each week. Incremental learning, reinforcement techniques, and guided group discussions enhance skill acquisition and reinforce the lessons in the curriculum.

Criminogenic needs are characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend and commit another crime. Referrals to the program are based on the criminogenic needs of the offender, which are determined by evidence-based assessments.

As of April 30, 2018, nine adults and 41 juveniles have been served by the program. Due to one of Probation's internally trained ART instructors leaving the department, additional groups under this agreement need to be added and the maximum compensation of the agreement needs to be increased to accommodate this change. This amendment is retroactive due to additional processing time to calculate compensation needed, as well as projecting compensation needs for FY 2018-19 to

cover the services for youth and the addition of services for adults.

ALTERNATIVES

The Board could decide not to approve the amendment or could request changes to the terms and conditions of the amendment.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation. County Counsel has approved the amendment as to form. There are no modifications to insurance or indemnity; therefore Risk Management review is not applicable.

FINANCING

There are sufficient funds appropriated in the FY 2017-18 Adopted Budget and FY 2018-19 Requested Budget. There is no additional General Fund impact associated with this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
1st Amendment VCSS/ART 2016-19	6/6/2018	1st Amendment VCSS/ART 2016-19

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND VICTOR COMMUNITY SUPPORT SERVICES, INC.
FOR THE PROVISION OF AGGRESSION REPLACEMENT TRAINING**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Victor Community Support Services, Inc., a California corporation ("Consultant") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on February 8, 2017 to provide Aggression Replacement Training ("Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount compensation payable to Consultant by \$100,000 to a new maximum compensation of \$150,000;

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph B of Section 3. **COMPENSATION**, of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Section 3. COMPENSATION.

B. County shall pay to Consultant a maximum of \$150,000 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, of satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$150,000.

II. **REAFFIRMATION**

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

III. **ENTIRE AGREEMENT**

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

IV. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of June 1, 2018.

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

COUNTY OF SHASTA

Date: _____

Les Baugh, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

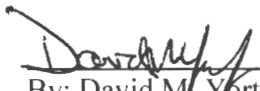
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

 6/6/18
By: David M. Yorton, Jr. Date
Senior Deputy County Counsel

CONSULTANT

Date: 6/5/18 _____



Ed Hackett
Chief Fiscal Officer

Tax I.D.#: 43-1959837

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Law and Justice-11.

SUBJECT:

Agreement with Remi Vista, Inc. to provide Moral Reconciliation Therapy services

DEPARTMENT: Probation

Supervisory District No. : ALL

DEPARTMENT CONTACT: Tracie Neal, Chief Probation Officer (530) 245-6200

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Remi Vista, Inc. in the amount of \$100,000 per fiscal year, for a maximum compensation of \$300,000, to provide Moral Reconciliation Therapy for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

SUMMARY

On March 21, 2018, Shasta County Department of Support Services – Purchasing Unit issued a Request for Quotes (RFQ) from service providers with the capacity to provide Moral Reconciliation Therapy (MRT) services for adult and juvenile offenders referred by Shasta County Probation. As a result of this competitive procurement process, Remi Vista was selected to provide MRT services.

DISCUSSION

The Probation Department currently provides group programs to adults and juveniles on probation and juveniles housed at the Juvenile Rehabilitation Facility. Evidence-based programming is critical to the success of the adult and juvenile offenders as they develop into self-disciplined, self-governing individuals who respect themselves, respect others, respect their community, and who are capable of making decisions that are personally and socially responsible.

This agreement provides an evidence-based MRT program to adult and juvenile offenders. MRT is a step-by-step treatment strategy designed to enhance self-image, promote growth of a positive, productive identity and to facilitate the development of higher stages of moral reasoning for better decision making.

Remi Vista will report, in writing, to the Probation Department on successful completion of the program and the mindsets of participants through pre-program and post program testing, and the Probation Department will track the recidivism rates of the participants.

ALTERNATIVES

The Board could decide not to approve the agreement or could request changes to the terms and conditions of the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The Probation Department's Fiscal Year 2018-19 budget includes funds appropriated for this agreement and the department will include appropriate funding in future requested budgets. There is no additional General Fund impact associated with this agreement.

ATTACHMENTS:

Description	Upload Date	Description
Remi Vista MRT 18-19	6/8/2018	Remi Vista MRT 18-19

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

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Remi Vista, Inc., a California corporation ("Consultant") for the purpose of providing Moral Reconciliation Therapy services (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide an evidence-based 16-lesson Moral Reconciliation Therapy Program (MRT) to adult offenders, age 18 and over, referred to Consultant by County, with fidelity to the course model. Groups shall have a minimum of three offenders and a maximum of 12 offenders. Groups may be held at the Community Corrections Center and Consultant's location as requested by County.
- B. Provide MRT to juvenile offenders under age 18, referred to Consultant by County.
 - (1) Consultant shall arrange for all juvenile MRT group sessions to be separated by risk-level of the participating offenders. High-risk offenders and moderate-risk offenders shall not be placed in the same program groups as low-risk offenders.
 - (2) The number of MRT sessions and their locations will be determined by County and will include groups held in the Juvenile Rehabilitation Facility and at Juvenile Probation at intervals as requested by County.
 - (3) Groups shall have a minimum of three offenders and a maximum of 12 offenders.
- C. Participate in an evidence-based Correctional Program Checklist evaluation as requested by County and work with county staff to develop an improvement plan based on evaluation recommendations.
- D. Ensure that staff and volunteers interacting with juvenile offenders complete fingerprinting, background check, and confidentiality training prior to providing services.
- E. Ensure that Consultant staff and volunteers exhibit professional, ethical, and appropriate behavior while providing services for County. Consultant staff and volunteers who interact with offenders must be approved by the Chief Probation Officer or her designee.
- F. Provide a confidential written monthly report that contains statistics regarding offenders' demographics, program success, and recidivism outcomes. The reports

shall be sent to County by the 10th of the month following the end of the month for which services were provided. The report shall include, but not be limited to:

- (1) Number of referrals received.
- (2) Number of offenders who fail to report to program after referral.
- (3) Names of offenders enrolled in program.
- (4) Beginning and ending dates of services provided to offenders.
- (5) Number of offenders who successfully complete the program.
- (6) Number of offenders who terminate unsuccessfully from the program and reasons for program termination.
- (7) Attendance rosters.
- (8) Comparison results for pre-test and post-tests of offenders completing the program. The pre-tests and post-tests for the program shall be County-approved.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Refer offenders to Consultant. Referrals will be made using a County-approved referral form.
- B. Work with Consultant staff to develop an improvement plan should County conduct an evidence-based Correctional Program Checklist evaluation.
- C. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid \$35 per adult offender per session for the services described in this agreement.
- B. Consultant shall be paid \$175 per 90-minute juvenile offender group session described in this agreement.
- C. County shall pay to Consultant a maximum of \$100,000 per fiscal year for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this

agreement. In no event shall the maximum amount payable under this agreement exceed \$300,000.

- D. 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 County by the 10th of the month following the month of services prescribed in Section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

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

Section 6. TERMINATION OF AGREEMENT.

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

- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer or the Chief Probation Officer.
- 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 Chief Probation Officer, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to 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 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* 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 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- 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: Chief Probation Officer
Shasta County Probation Department
2684 Radio Lane
Redding, CA 96001
Phone: 530-245-6200
Fax: 530-245-6001

If to Consultant: Chief Executive Officer
Remi Vista, Inc.
2701 Park Marina Drive
Redding, CA 96001
Phone: 530-245-5805
Fax: 530-245-0340

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. 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 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

By: David M. Yorton, Jr. Date 6/8/18
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson Date 06/08/18
Risk Management Analyst III

CONSULTANT

Date: 6/4/18

John W. Tillery
Chief Administrative Officer

Tax I.D.#: 94-2148477

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Law and Justice-12.

SUBJECT:

Budget Amendment

DEPARTMENT: Sheriff-Coroner

Supervisory District No. : All

DEPARTMENT CONTACT: Mike Lindsey, Chief Fiscal Officer (530) 245-6165

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Approve a budget amendment that: (1) Increases appropriations and revenue by \$32,104 in the Sheriff's Coroner budget for better alignment to projected and actual expenditures and revenues; and (2) increases appropriations by \$5,554 in Accumulated Capital Outlay, offset by use of fund balance.

SUMMARY

A budget amendment to increase appropriations, offset by increased revenue, is needed to better align the Sheriff's Coroner budget to projected expenditures and revenues.

DISCUSSION

Expenditures in the Coroner budget for indigent burials and professional services are higher, or projected to be higher, than the adjusted budget and require additional appropriations for projected remaining expenditures. Additionally, revenues in certain Coroner functional areas have already exceeded the adjusted budget allowing for a net zero increase by recognizing the additional revenues to offset the requested appropriations. Also part of this requested budget amendment is a transfer-in from accumulated capital outlay in an amount of \$5,554 with a matching increase in the Coroner budget line item for Facilities Management charges for expenditures related to the Coroner building addition that posted in this fiscal year. The corresponding increase of \$5,554 in appropriations in the Accumulated Capital Outlay budget is requested to be offset by use of fund balance.

ALTERNATIVES

The board may choose to not approve this budget amendment.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

The proposed budget amendment increases appropriations \$32,104 in the Sheriff-Coroner budget offset by increases to revenues in the same amount and increases appropriations \$5,554 in Accumulated Capital Outlay offset by use of fund balance. There is no additional General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Budget Worksheet and Memo	6/14/2018	Budget Worksheet and Memo

SHASTA COUNTY SHERIFF'S OFFICE

INTERDEPARTMENTAL MEMORANDUM



TO: Brian Muir, Auditor-Controller
 FROM: Tom Bosenko, Sheriff-Coroner *TB/01*
 Terri Howat, County Chief Financial Officer *Terri Howat*
 DATE: June 11, 2018
 RE: Budget Amendment for Sheriff's Coroner Budget

Tom Bosenko
Sheriff-Coroner

Upon approval by the Board of Supervisors, please prepare a net zero budget amendment for the Sheriff's Coroner budget adding appropriations and recognizing additional revenues as shown below and process a budget amendment to add the transfer out to the Coroner from Accumulated Capital Outlay, budget 161.

Budget Amendment

Sheriff - Coroner

DEPARTMENT NAME

APPROPRIATIONS - Budget Unit 287 - Sheriff Coroner INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28700	033791	CHGS FAC MGMT MAINT STR	8,128	13,682	5,554
28700	034800	PROF & SPECIAL SERVICES	8,000	12,000	4,000
28700	034809	PROF BURIAL/FUNERAL SVS	20,000	42,550	22,550
TOTAL					32,104

REVENUE - Budget Unit 287 - Sheriff Coroner INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28700	692690	FORENSIC PATHOLOGY SERVICES	0	1,275	1,275
28700	692700	REIMB MISC SERVICES	2000	24,615	22,615
28700	799300	MISCELLANEOUS REVENUE	0	2,660	2,660
28700	800161	TRANS IN ACCUM CAPITAL OUTLAY	0	5,554	5,554
TOTAL					32,104

APPROPRIATIONS - Budget Unit 161 - Accumulated Capital Outlay INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16100	095287	TRANS OUT CORONER	-	5,554	5,554

- 16100 Trans Out offset by use of fund balance

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Public Works-13.

SUBJECT:

Alarm Monitoring Agreement

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive agreement, effective June 1, 2018, with California Safety Company, Inc., in an amount not to exceed \$50,000, to provide fire and burglar alarm leasing and monitoring for County-owned and leased buildings for the period June 1, 2018 through May 31, 2019.

SUMMARY

An agreement with California Safety Company, Inc., is proposed to monitor alarms in County buildings.

DISCUSSION

County facilities are equipped with fire, burglar, panic and equipment alarms. The systems are owned, installed and managed by an independent alarm company. All sites have been aggregated into two Personal Services Agreements. One agreement is for code changes. The second agreement is for leasing and monitoring of the alarms. Negotiations lagged for the latter agreement. It is recommended that the Board approve a retroactive one-year agreement with California Safety Company for alarm services.

ALTERNATIVES

The Board may direct staff to renegotiate the proposed agreement or solicit bids. Alarm services involve vendor-owned equipment installed in County facilities. The prior agreement has functioned well.

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 have been included in the Proposed 2018/19 Facilities Management budget to cover the costs of the agreement. Costs are charged back to the departments utilizing the alarm services. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
California Safety Company Agreement	6/12/2018	California Safety Company Agreement

**PERSONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SHASTA
AND
CALIFORNIA SAFETY COMPANY, INC.**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California through the Facilities Management Division of the Department of Public Works ("County") and California Safety Company, Inc. ("Consultant") for the purpose of providing fire and burglar alarm leasing and monitoring for County owned and leased buildings.

Section 1. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall provide, fire and burglar alarm leasing and monitoring services, elevator emergency phone monitoring, panic system monitoring, power outage alarm monitoring, open and close monitoring and reporting, and dispatch services, at the County leased and owned building locations identified in Exhibit A attached hereto and incorporated herein. During the term of this agreement, County may, in writing, add additional locations to Exhibit A for the purpose of providing fire and burglar alarm leasing and monitoring, dispatch services to such additional locations as negotiated between the Consultant and the Public Works Director. In no event shall the additions increase the maximum amount payable under this agreement.
- B. Consultant shall monitor the premises' fire and burglar alarm systems, elevator emergency phones and power alarm systems 24 hours per day, 7 days a week during the term of this agreement. The Consultant shall maintain monitoring through a U.L. Central Station during the term of the agreement. In the event of an alarm the Consultant shall, within minutes, contact when appropriate, the emergency services agency, and when appropriate, shall contact at least one responsible party from the call-out list supplied by County as specified in subsection 2.A. below.

Section 2. RESPONSIBILITIES OF COUNTY.

- A. County shall provide all operable protected phone service, provide a call-out list and update when necessary.
- B. County shall provide Consultant reasonable access to County buildings and property to permit Consultant to complete the services described in this agreement.
- C. Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid in accordance with the rates set forth in Exhibit A, herein attached and incorporated to this agreement for the performance of all work assigned to the Consultant under this agreement.
- B. In no event shall compensation paid to Consultant pursuant to this agreement exceed \$50,000.00.
- C. During the term of this agreement, the Director of Public Works 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. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to the County's Facilities Management Division within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. Consultant shall submit for the final month of this agreement, no later than ten days following the ending of this agreement, an itemized monthly statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning June 1, 2018 and ending May 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 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 Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee or the County's Public Works 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. Except as provided in Section 1. A., no changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments 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 Public Works Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this 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.

- A. 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 10. 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. However, Consultant assumes no liability for loss, damage or injury due to occurrences, or consequences therefrom, which the fire alarm or security service or system is designed to detect; and if Consultant should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to repair or replacement "if the system is leased", of any defective equipment, plus liquidated damages of a sum equal to ten percent of the annual service or \$250.00, whichever is the greater, as the agreed upon damages and not as a penalty, as the exclusive remedy.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* 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 require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for 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 the 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, 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 the County.

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

- 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: Shasta County Department of Public Works
Facilities Management Division
1958 Placer Street
Redding, CA 96001
530-225-5659 Fax 530-225-5420

If to Consultant: Christine R. Schwartz
California Safety Company
P.O. Box 990956
Redding, CA 96099-0956
530-243-2521 Fax 530-245-1122

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. 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

RISK MANAGEMENT APPROVAL

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

By:  06/11/18 _____
James Johnson
Risk Management Analyst III

CONSULTANT
CALIFORNIA SAFETY COMPANY, INC.

By:  _____

Print Name: Christine R. Schwartz

Title: CEO & CFO

Date: 6-11-18

Tax I.D.#: _____

EXHIBIT A					
Account Name	CSID	Location	Monthly Monitoring / Lease Fee	Per Open / Close Monthly Report	Annual Fire Alarm Fee & UL Cert
HHS Reg Services Atrium	49843	1670 Market Street Ste 242	65.00	10.00	
Howell Hall Computer Lab	49631	1604 Market Street	55.00	10.00	
HHSA Downtown Regional - PHSAC	23511	1220 Sacramento Street	70.00	10.00	
HHSA Downtown Regional - PHSAC	23512	1220 Sacramento Street		10.00	
SS Opportunity Center	22161	1265 Redwood Blvd.	82.50		375.00
SS Opportunity Center	22162	1265 Redwood Blvd.		10.00	
SS-YUBA CPS	30190	1313 Yuba Street	110.00	10.00	
CalWORKS basement - Closed Files	21381	1400 California Street	50.00	10.00	
Public Health Storage	21382	1400 California Street	40.00	10.00	
SS CalWORKS - Main	21561	1400 California Street	107.00	10.00	270.00
SS CalWORKS - Comp Rm	21562	1400 California Street		10.00	
Perinatal	20625	1506 & 1518 Market Street	40.00	10.00	
SS LINC'S Cal	20765	1530 & 1550 California Street	85.00	10.00	455.00
SS-MARKET - CPS Annex	21871	1620 & 1624 Market Street	40.00	10.00	
SS-MARKET - HHSA Child	21872	1628 Market Street	20.00	10.00	
Elections Dept	27420	1643 Market Street	65.00		
Health & Human Services	27374	1810 Market Street	75.00		455.00
Public Health Storage	20123	2486 Progress Drive, Unit 2	35.00	10.00	
HHSA Enterprise Regional	23711	2757 Churn Creek Rd	50.00	10.00	
HHSA Enterprise Regional	23712	2757 Churn Creek Rd		10.00	
Social Services Burney	20969	36911 Main Street	60.00	10.00	
Sheriff CAL MMET	20581	3740 Flight Avenue	35.00		
HHSA Shasta Lake Regional	27578	4216 Shasta Dam Blvd	60.00	10.00	
Sheriff Evidence Yard	49158	Across 4560 Radio Lane	51.00		
SO-OES2 Office of Emergency Svcs	20930	2486 Progress Drive, Unit 1	40.00		
SO-OES2 Office of Emg Svcs Storage	29450	2490 Progress Dr, Unit 2&3	55.00		
Sheriff's Office	20482	300 Park Marina Circle	110.00		350.00
Childrens Outpatient Mental Health #1	49009.1	1560 Market Street	90.00	10.00	
Childrens Wings	49009.2	1580 Market Street		10.00	
Childrens Outpatient Mental Health #2	49009.3	1420 Yuba Street		10.00	
Childrens Admin Conference Room	49009.4	1420 Yuba Street		10.00	
			1,370.50	210.00	1,905.00
District Attorney	23301	1355 West & 1855 Shasta Str	25.00		
District Attorney	23302	1355 West & 1855 Shasta Str	10.00		
District Attorney	27267	1355 West & 1855 Shasta Str	25.00		730.00
Administration Bldg	28258	1450 Court Street	25.00		425.00
Administration Bldg - Parking	28708	1450 Court Street	25.00		
Administration Bldg - Parking	L0603A	1450 Court Street			325.00
Admin Bldg - IT Temp	28883	1450 Court Street, Rm 141	25.00		
Treasurer	27893	1450 Court Street, Rm 227 &	25.00	10.00	270.00
Public Works CSA06 - Water Treat	28342	15750 Silverthorne Rd	25.00		
FM - Fleet Service Station	28295	1654 Court Street	25.00		
Resource Management	27707	1855 Placer Street	25.00		135.00
Facilities Mgmt - Office	30438	1958 Placer Street	25.00		

BOARD OF SUPERVISORS REGULAR MEETING - June 19, 2018

Facilities Mgmt - Shop	30444	1958 Placer Street	25.00		
Superior Court	20580	20509 Shasta Street	25.00		
Sheriff Burney	20713	20509 Shasta Street	25.00		
Public Works CSA08 - Waste Plant	27944	21300 Charlais Way	25.00		
Public Works CSA08 - Lift Station	20871	22250 Golfime Dr	25.00		
Packet Bldg Garage	28389	2406 Breslauer Way	25.00	10.00	
Boggs Community Center	28123	2420 Breslauer Way	25.00	10.00	
Bres Outback Trailer	28128	2430 Breslauer Way	25.00	10.00	
Facilities Mgmt - Grounds	28250	2430 Breslauer Way	25.00		
Social Services Cascade Ofc Bldg Main	21451	2460 Breslauer Way	45.00	10.00	
Social Services Cascade Ofc Bldg Storage	21452	2460 Breslauer Way	10.00	10.00	
SS Cascade Office Bldg	60196	2460 Breslauer Way	25.00		212.50
Public Works FRM Corp Yard	20535	24665 Glenburn Rd	25.00	10.00	
Patrol Operations	60127	2490 Radio Lane	25.00		430.00
Mental Health	20241	2630 & 2640 Breslauer Way	30.00		2,250.00
Sheriff ID Lab - Main Wing	22361	2630 Breslauer Way	55.00	10.00	
Sheriff ID Lab - Secure Wing	22362	2630 Breslauer Way		10.00	
Sheriff ID Lab - Evidence Storage	22363	2630 Breslauer Way		10.00	
Sheriff ID Lab - South Mech Rm Door	22364	2630 Breslauer Way		10.00	
SGH Basement Storage	20239	2640 Breslauer Way	25.00	10.00	
Mental Health Records - Media Rm D	21041	2640 Breslauer Way	25.00	10.00	
Mental Health Records - Rm C3 / C4	21042	2640 Breslauer Way	10.00	10.00	
Mental Health Records - IHSS / PG	21043	2640 Breslauer Way	10.00	10.00	
Mental Health Records	27299	2640 Breslauer Way	25.00	10.00	
SGH Public Authority	28081	2632 Breslauer Way	25.00	10.00	
Mental Health Panic	28794	2640 Breslauer Way	25.00		
SS Adult Services	28926	2640 Breslauer Way	25.00	10.00	
Mental Health Modular	27586	2644 Breslauer Way	25.00	10.00	
Public Health Records - RM 111	20389	2650 Breslauer Way	25.00	10.00	
Public Health	20572	2660 Breslauer Way	25.00		255.00
Public Health Lab	27427	2650 Breslauer Way	25.00		822.50
Public Health Lab Burg	30183	2650 Breslauer Way	35.00	10.00	
Public Health Lab	28711	2650 Breslauer Way	25.00		
Juvenile Hall	27702	2680 Radio Lane	25.00		575.00
Juvenile Hall	28218	2680 Radio Lane	25.00		
Public Works Cottonwood Pump HS	27251	3100 Main Street	25.00		
Anderson Library	27763	3200 West Center Street	25.00		
Public Works CSA17 - Waste Plant	27946	3425 Live Oak Road	25.00		
Public Works Corp Yard Maint Main	49739.1	4363 Eastside Road	55.00		
Public Works Corp Yard Maint Yard	49739.2	4363 Eastside Road	10.00		
Public Works Corp Yard Admin	49998	4363 Eastside Road	55.00		
Public Works Corp Yard Road Crew	49932	4363 Eastside Road	55.00		
Sheriff Coroner	27153	4555 Veterans Lane	25.00		472.50
Public Works CSA08 - Lift Station	28491	Cross Creek Subdiv	25.00		
Public Works CSA13 - Sewer	20866	Whispering Meadow Ct	25.00		
Probation	28478	1600 Court Street	35.00		455.00
Probation	28568	1626 Court Street	35.00		455.00
Public Works CSA13 - Water Treat	60797	Whispering Wind Ct	25.00		
			1,500.00	210.00	7,812.50

ANSWERING SERVICE					
Account Name	CSID	Location	Phone Number	Monthly Elevator Phone	
Administration Cntr Elev #1 phone	X2029	1450 Court Street	229-8193	28.08	
Administration Cntr Elev #2 phone	X2030	1450 Court Street	229-8195	28.08	
Administration Cntr Elev #3 phone	X2031	1450 Court Street	229-8196	28.08	
Administration Cntr Elev Prkng phone	X2046	1450 Court Street	229-8197	28.08	
Shasta General Elevator Phone	X2027	2640 Breslauer Way	225-5430	28.08	
District Attorney Elevator Phone	X2019	1355 West & 1855 Shasta Str	245-6063	28.08	
Placer Office Elevator Phone	X2028	1855 Placer Street	225-5774	28.08	
Sheriff's Office		300 Park Marina Circle		28.08	
				224.64	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Public Works-14.

SUBJECT:

Gas Point Road at No Name Ditch Box Culvert – Right-of-Way Services

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Dokken Engineering in an amount not to exceed \$32,111.70 to provide right-of-way services for the Gas Point Road at No Name Ditch Box Culvert Replacement Project effective June 25, 2018, and ending June 28, 2019.

SUMMARY

Consulting services are proposed to acquire right-of-way for a culvert replacement project along Gas Point Road.

DISCUSSION

Gas Point Road is a narrow arterial. Federal funds have been secured to replace and lengthen a box culvert near Charles Street. The culvert is at the end of a current widening project. Right of way was acquired for that project and additional acquisitions will be required for the culvert. On March 13, 2018, the County issued a request for proposals (RFP) for right-of way appraisal and acquisition services. Proposals were solicited from five consultants who responded to a similar RFP for the adjoining project. On March 31, 2018, four proposals were received and evaluated. Dokken Engineering provided right-of-way services on the adjoining project. They were selected as the most qualified candidate for the culvert project as well.

ALTERNATIVES

The Board may decline to enter into the proposed agreement. The Board may direct staff to re-issue the RFP, proceed by force account or shelve the project. Dokken Engineering performed well on the adjoining project.

OTHER AGENCY INVOLVEMENT

Caltrans oversees the project funding. County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total project cost estimate is \$1,200,000. Federal funds will cover 88.53%. Adequate funds are included in the Adopted FY 2017/18 Roads budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Dokken Engineering Agreement	6/6/2018	Dokken Engineering Agreement

**PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND
DOKKEN ENGINEERING**



**TO PROVIDE RIGHT OF WAY SERVICES
FOR THE GAS POINT ROAD at NO NAME DITCH
BOX CULVERT REPLACEMENT PROJECT**

**FEDERAL AID PROJECT NO. BRLS-5906(119)
COUNTY PROJECT NO. 703923**

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ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the County of Shasta, a political subdivision of the State of California through the Department of Public Works, hereinafter referred to as, COUNTY.

The name of the "CONSULTANT" is as follows: Dokken Engineering
Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Jamie Formico

The Contract Administrator for COUNTY will be Brandon Magby

- B. The work to be performed under this contract is described in Article VI entitled Statement of Work/Responsibilities of Consultant and the approved CONSULTANT's Cost Proposal dated March 30, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II INDEMNIFICATION

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

ARTICLE III EMPLOYMENT STATUS OF CONSULTANT

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

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

ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER

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

ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES

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

ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT

A. *CONSULTANT Services* –

CONSULTANT shall perform appraisal and acquisition services for County on the Gas Point Road Widening project.

- 1. The appraisal services will consist the following items:
 - a. Contact property owner for which property has been identified on the County Right of Way Map, attached hereto (Attachment II) and incorporated by reference, and offer the property owner the opportunity to participate in the site visit by the appraiser.
 - b. Perform a comparative analysis of right of way acquisitions with similar properties in the determination of property value.
 - c. Prepare written appraisal reports for the properties shown on Attachment II and shall:
 - i. Comply with the form and substance of the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice

- (USPAP) for an Appraisal Report and to the requirements of the Caltrans Right of Way Manual for federally funded projects.
 - ii. Include, but no be limited to, summary discussions of the data, reasoning, and analysis used in the appraisal process to develop an opinion of value.
 - iii. Include an appraisal summary statement signed by the appraiser who inspected the property.
 - iv. Include the current market value of each of the Properties, including damages, if any, to any fee simple absolute interest of other property interest.
 - d. Obtain appraisal review certificates for all completed appraisal reports.
 - e. CONSULTANT shall supply two printed copies of each appraisal along with a .PDF copy of each report.
2. The acquisition services will consist of the following items:
- a. CONSULTANT shall comply with:
 - i. The provisions of the "Uniform Relocation Assistance of Real Property Acquisition Act" (42 U.S.C. §§ 4601 et seq.) and the relocation assistance provisions contained in California Government Codes Sections 7260, et seq.
 - ii. The Code of Ethics of the International Right of Way Association.
 - iii. The requirements of the Caltrans Right of Way Manual.
 - iv. All applicable provisions of the "Eminent Domain Law" commencing at section 1230.010 of the California Code of Civil Procedure.
 - b. Prepare formal written offers and make contact with property owners to thoroughly explain the project. Make subsequent contacts with property owners, if necessary, in an attempt to reach an agreed settlement. Contacts shall consist of telephone calls, certified mail or personal contact.
 - c. Maintain an acquisition file for each acquisition parcel that contains property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all other applicable documentation.
 - d. Secure and deliver all completed and notarized documents required by County to complete the acquisition of the interest to be acquired by County.
 - e. Provide a copy of the acquisition files at completion of the contract.
- 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 contract shall contain the numbers and dollar amount of the contract and all subcontracts under the contract relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the contract or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. CONSULTANT shall label the bottom of the last page of the document or report as follows: department name, contract number, and dollar amount. If more than one document or report is produced under this contract, CONSULTANT shall add: "This [document or report] is one of [number] produced under this contract."

ARTICLE VII RESPONSIBILITIES OF COUNTY

- A. COUNTY shall provide information about the requirements for the project including the budget limitations and scheduling.
- B. COUNTY shall provide existing non-confidential maps, drawings, specifications, data, or any other non-confidential information in COUNTY's possession requested by the CONSULTANT in furtherance of performing the services provided for in this contract.
- C. COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY's Contract Administrator at least once a month. The report must be sufficiently detailed for the COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as directed by COUNTY's Contract Administrator, to discuss progress on the contract.

ARTICLE IX PERFORMANCE PERIOD

- A. This contract shall go into effect on June 25, 2018, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The contract shall end on June 28, 2019, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE X ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$2,114.70. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article XI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Shasta County DPW / Brandon Magby
1855 Placer Street
Redding, CA 96001
- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$32,111.70.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XI TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$32,111.70.

ARTICLE XII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE XV SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XVI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVII STATE PREVAILING WAGE RATES

The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XVIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XX STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the contract shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment.

ARTICLE XXI DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred,

voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XXII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article XI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XXIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXIV DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. There is no DBE goal for this contract. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or

subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

ARTICLE XXV CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXVI DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and COUNTY's Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXVII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXVIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIX INSURANCE

- A. Without limiting CONSULTANT's duties of defense and indemnification, CONSULTANT and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this contract Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single

limit bodily injury and property damage; such insurance shall be primary 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 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 the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this contract. 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 contract.
- C. CONSULTANT shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. CONSULTANT shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of CONSULTANT pursuant to this contract.
- E. With regard to all insurance coverage required by this contract:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for CONSULTANT or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this contract.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONSULTANT or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this contract and continue coverage for a period of three years after the expiration of this contract and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, CONSULTANT or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this contract.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. 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 the County with an endorsement or amendment to CONSULTANT’s policy of insurance as evidence of insurance protection before the effective date of this contract.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this contract. In the event any insurance coverage expires at any time during the term of this contract, CONSULTANT shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this contract or for a period of not less than one year. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this contract, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, CONSULTANT shall provide County a certificate of insurance reflecting those limits.
 - (8) Any of CONSULTANT’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

ARTICLE XXX OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXXI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXXII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXIV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXV RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXVI COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

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

ARTICLE XXXVII PROPERTY TAXES

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

ARTICLE XXXVIII LICENSES AND PERMITS

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

ARTICLE XXXIX AGREEMENT PREPARATION

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

ARTICLE XL COMPLIANCE WITH POLITICAL REFORM ACT

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

ARTICLE XLI SEVERABILITY

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

ARTICLE XLII USE OF COUNTY PROPERTY

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

ARTICLE XLIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Dokken Engineering
Jamie Formico, Project Manager
110 Blue Ravine Road, Suite 200
Folsom, CA 95630-4713
Ph: (916) 858-0642 Fax: (916) 858-0643
jformico@dokkenengineering.com

COUNTY:

Shasta County Department of Public Works
Brandon Magby, Contract Administrator
1855 Placer Street
Redding, CA 96001
Ph: (530) 225-5661 Fax: (530) 225-5667
E-mail: bmagby@co.shasta.ca.us

ARTICLE XLIV CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire contract which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

SIGNATURE PAGE FOLLOWS

ARTICLE XLV SIGNATURES

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

RISK MANAGEMENT APPROVAL

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: Jim Johnson 06/04/18
Jim Johnson
Risk Management Analyst III

By: David M. Yorton, Jr. 06/11/18
David M. Yorton, Jr.
Senior Deputy County Counsel

CONSULTANT
Dokken Engineering

By: Richard T. Liptak
Print Name: Richard T. Liptak
Title: President
Date: May 29, 2018
Tax I.D.#: 68-0099664

By: Cathy Chan
Print Name: Cathy Chan
Title: Corporate Secretary
Date: May 29, 2018

Cost Proposal (Exhibit 10-H)**Gas Point Rd @ No Name Ditch Box Culvert Replacement Project
Shasta County**

CONSULTANT: DOKKEN ENGINEERING

CONSULTANT COST PROPOSAL
DATE: March 30, 2018**DIRECT LABOR**

Classification/Title	Name	Hours	Range	Rate	Total
Project Manager	Staff	0	\$65.00 - \$95.00	\$ 80.00	\$ -
Principal in Charge	Staff	0	\$85.00 - \$125.00	\$ 100.00	\$ -
Structures Project Engineer	Staff	0	\$65.00 - \$95.00	\$ 85.00	\$ -
Roadway Project Engineer	Staff	0	\$65.00 - \$95.00	\$ 85.00	\$ -
Senior Engineer	Staff	0	\$50.00 - \$85.00	\$ 74.00	\$ -
Associate Engineer	Staff	0	\$35.00 - \$55.00	\$ 54.00	\$ -
Assistant Engineer	Staff	0	\$20.00 - \$40.00	\$ 33.00	\$ -
Professional Land Surveyor	Staff	0	\$40.00 - \$60.00	\$ 50.00	\$ -
Right of Way Manager	Staff	27	\$50.00 - \$75.00	\$ 56.00	\$ 1,512.00
Senior Right of Way Agent	Staff	147	\$35.00 - \$55.00	\$ 44.00	\$ 6,468.00
Right of Way Agent	Staff	0	\$30.00 - \$50.00	\$ 42.00	\$ -
Environmental Manager	Staff	0	\$65.00 - \$95.00	\$ 80.00	\$ -
Senior Environmental Planner	Staff	0	\$50.00 - \$70.00	\$ 57.00	\$ -
Associate Environmental Planner	Staff	0	\$32.00 - \$50.00	\$ 42.00	\$ -
Environmental Planner/Biologist	Staff	0	\$20.00 - \$40.00	\$ 32.00	\$ -
Senior CAD Detailer	Staff	0	\$40.00 - \$60.00	\$ 57.00	\$ -
Engineering Technician	Staff	0	\$20.00 - \$40.00	\$ 38.00	\$ -
Administration/Clerical	Staff	0	\$15.00 - \$35.00	\$ 25.00	\$ -
		174			

LABOR COSTS

Subtotal Direct Labor Costs \$ 7,980.00

TOTAL DIRECT LABOR COSTS \$ 7,980.00**FRINGE BENEFITS**

Fringe Benefit

Rate	Total
85.00%	\$ 6,783.00

TOTAL FRINGE BENEFITS \$ 6,783.00**INDIRECT COSTS**General and Administrative
Overhead

Rate	
74.00%	\$ 5,905.20
6.00%	\$ 478.80
80.00%	

TOTAL INDIRECT COSTS \$ 6,384.00**FIXED FEE (Profit)**

Rate
10.00%

TOTAL PROFIT \$ 2,114.70**OTHER DIRECT COSTS (ACTUAL COSTS)**

- Appraisals (Ryan Valuation Services)
- Appraisal Reviews (Curtis Rosenthal)

Qty	Unit	Rate	Total
3	EA	@ \$2,000.00	\$ 6,000.00
3	EA	@ \$950.00	\$ 2,850.00

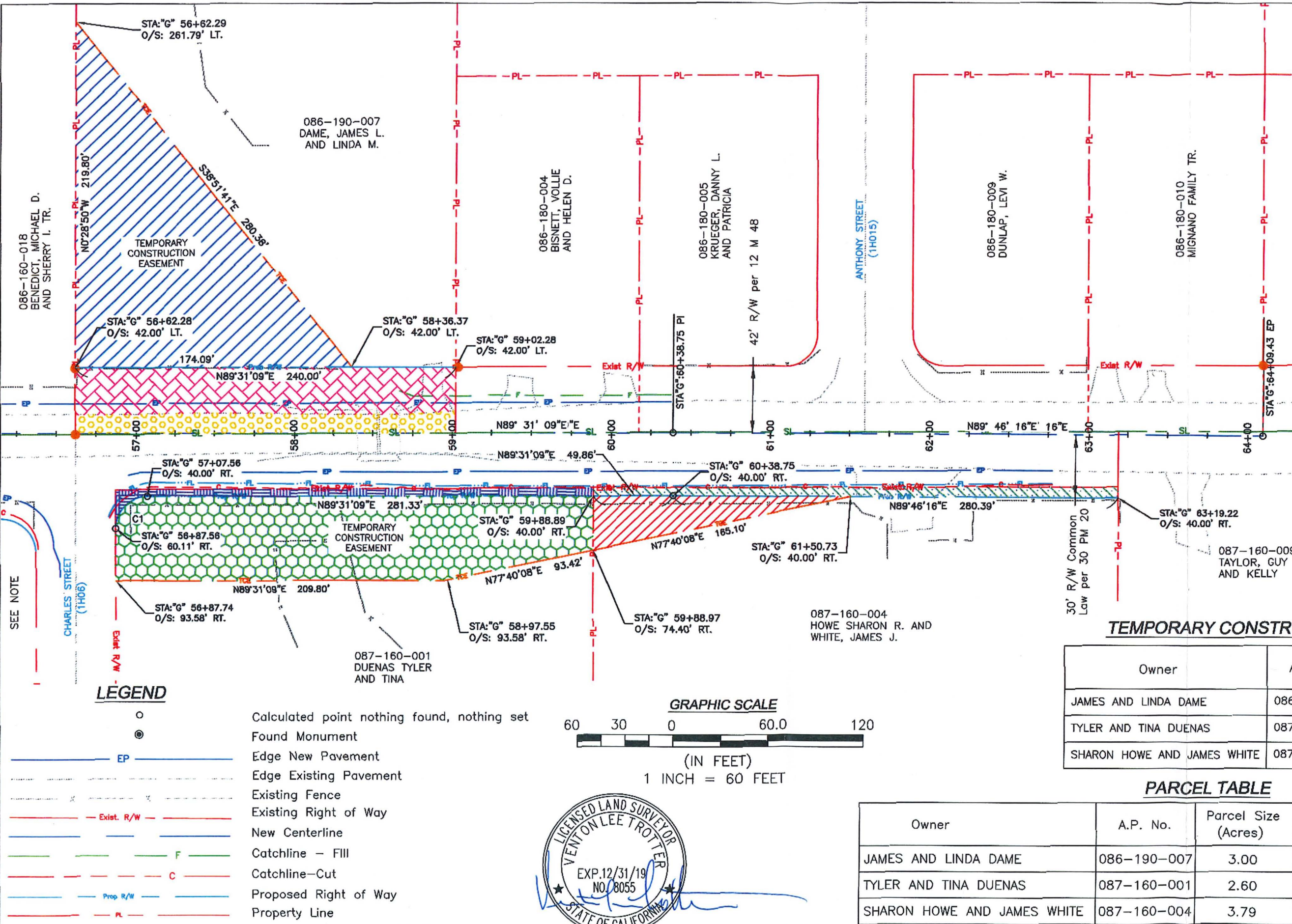
TOTAL OTHER DIRECT COSTS \$ 8,850.00**SUBCONSULTANTS**

- None

Total
\$ -

TOTAL SUBCONSULTANTS \$ -**TOTAL COST NOT-TO-EXCEED \$ 32,111.70**

ATTACHMENT II



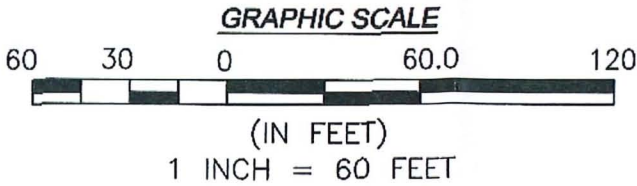
NOTE
For Right of Way Information
West of Project, see Gas
Point Road Widening Right of
Way Map.

CURVE TABLE			
CURVE	DELTA	RADIUS (FEET)	LENGTH (FEET)
C1	90°19'00"	20.00	31.52

TEMPORARY CONSTRUCTION EASEMENT			
Owner	A.P. No.	Parcel Size (Acres)	Acquisition (Acres)
JAMES AND LINDA DAME	086-190-007	3.00	.44
TYLER AND TINA DUENAS	087-160-001	2.60	.35
SHARON HOWE AND JAMES WHITE	087-160-004	3.79	.06

PARCEL TABLE					
Owner	A.P. No.	Parcel Size (Acres)	Acquisition (Acres)	Prescriptive (Acres)	Remainder (Acres)
JAMES AND LINDA DAME	086-190-007	3.00	.16	.07	2.77
TYLER AND TINA DUENAS	087-160-001	2.60	.03		2.56
SHARON HOWE AND JAMES WHITE	087-160-004	3.79	.05		3.74

- LEGEND**
- Calculated point nothing found, nothing set
 - Found Monument
 - EP — Edge New Pavement
 - EE — Edge Existing Pavement
 - EF — Existing Fence
 - ERW — Existing Right of Way
 - NC — New Centerline
 - F — Catchline - Fill
 - C — Catchline - Cut
 - PRW — Proposed Right of Way
 - PL — Property Line



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Public Works-15.

SUBJECT:

Public Works Budget Amendment

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve the following year-end budget amendments to align appropriations and revenues: (1) decreasing appropriations and revenue by \$6,295,500 in the Roads budget; (2) decreasing appropriations by \$390,000 in the West Central Landfill Replace and Improvement budget; (3) decreasing appropriations by \$6,290,000 and revenue by \$5,390,000 in the Solid Waste Disposal Admin budget; (4) decreasing appropriations by \$5,000,000 in the West Central Landfill Closure/Postclosure budget; (5) decreasing appropriations by \$100,000 in the CSA #8 Palo Cedro Sewer Capital Improvement Admin budget; (6) decreasing appropriations by \$125,000 in the CSA #17 Cottonwood Sewer Capital Improvement Admin budget; (7) decreasing appropriations and revenue by \$450,000 in the CSA #2 Sugarloaf Water Admin budget; (8) decreasing appropriations and revenue by \$100,000 in the CSA #6 Jones Valley Water Admin budget; (9) decreasing revenue by \$100,000 in the CSA #8 Palo Cedro Sewer Admin budget; (10) increasing appropriations and revenue by \$20,000 in the CSA #13 Alpine Meadows Sewer/Water Admin budget; (11) decreasing appropriations and revenue by \$625,000 in the CSA #17 Cottonwood Sewer Admin budget; (12) increasing revenue by \$15,000 in the CSA #25 Keswick Water Admin budget; (13) decreasing appropriations and revenue by \$4,700 in the Surveyor budget; (14) decreasing appropriations and revenue by \$30,000 in the Fleet Management Operations budget; (15) decreasing appropriations and revenue by \$375,000 in the Facilities Management Admin budget; (16) decreasing appropriations and revenue by \$549,000 in the Fall River Mills Airport Admin budget; (17) increasing appropriations by \$105,989 in the Accumulated Capital Outlay budget offset by use of assigned fund balance; (18) increasing appropriations and revenue by \$105,989 in the Land Buildings & Improvements (LB&I) budget; (19) increasing appropriations and revenue by \$100,000 in the Jail budget; and (20) increasing appropriations and revenue by \$5,989 in the Coroner budget.

SUMMARY

Budget amendments are proposed to align budget values with anticipated actual balances in the current fiscal year.

DISCUSSION

Last June, the Board adopted the current FY 2017/18 budgets. Revenues and expenditures were budgeted based upon the best available information. A year-end budget review process was recently performed. Actual revenues and expenditures vary

from budgeted values in a few budget units. Revenue increases are recommended in five budget units and revenue decreases are recommended in ten budget units to align budget values with anticipated actual balances. Revenue increases stem from transfers related to capital projects.

ALTERNATIVES

The Board may decline to approve the budget amendment. Revenues and appropriations will remain as budgeted.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation.

FINANCING

Adequate resources are included in the various Adopted FY 2017/18 budget units. Adequate resources will still remain with the proposed budget amendment. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Public Works Budget Memo	6/11/2018	Public Works Budget Memo

**COUNTY
OF
SHASTA
DEPARTMENT OF PUBLIC WORKS**

Pat Minturn, Director

MEMORANDUM

DATE June 11, 2018

FAF 020004

TO Brian Muir, Auditor-Controller

FROM Pat Minturn, Director



SUBJECT Budget Amendments for various FY 2017/18 Budgets Units

A year-end budget amendment is requested in various budget units to align budget values with anticipated actual balances.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. . It is our intention to present this to the Board of Supervisors for approval on June 19, 2018. Thank you for your assistance in this matter.

kdc

Attachment

email: Terri Howat, County Chief Financial Officer
Ayla Tucker, CAO Administrative Analyst
Tom Bosenko, Sheriff
Mike Lindsey, Sheriff Chief Fiscal Officer

County of Shasta

Budget Amendment**Roads**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
30100	034844	PROF ROAD CONSTR & MAINT SVS	7,227,000	2,227,000	(5,000,000)
30100	050700	RIGHTS OF WAY	895,000	449,500	(445,500)
30100	061115	WASH RACK	120,000	0	(120,000)
30100	065025	ELECTRONIC MESSAGE BOARD	15,000	0	(15,000)
30100	065352	4 SEMI TRUCKS	595,000	0	(595,000)
30100	065140	3 TRUCKS W/ACCESSORIES	155,000	130,000	(25,000)
30100	065163	1 POWER BROOM	15,000	0	(15,000)
30100	065173	2 TRAILERS	80,000	0	(80,000)
TOTAL					(6,295,500)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
30100	525000	STATE HIGHWAY USERS TAX	8,765,887	5,765,887	(3,000,000)
30100	525001	STATE ROAD MAINTENANCE & REHAB	0	1,400,000	1,400,000
30100	544000	STATE AID STORM DAMAGE	143,000	15,000	(128,000)
30100	549961	STATE SB1435 EXCHANGE FUNDS	200,000	0	(200,000)
30100	553100	FEDERAL BRIDGE REPLACEMENT	2,420,000	1,000,000	(1,420,000)
30100	553101	FED HI RISK RURAL ROADS PROG	2,182,500	1,000,000	(1,182,500)
30100	554000	FEDERAL AID STORM DAMAGE	855,000	90,000	(765,000)
30100	692700	REIMB MISC SERVICES	600,000	500,000	(100,000)
30100	806207	TRANS IN SOLID WASTE DISPOSAL	1,000,000	100,000	(900,000)
TOTAL					(6,295,500)

County of Shasta

Budget Amendment**WCL Replace and Improve Admin**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00206	096207	TRANS OUT SOLID WASTE DISPOSAL	890,000	500,000	(390,000)
					-
					-
					-
TOTAL					(390,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
					-
TOTAL					-

County of Shasta

Budget Amendment

Solid Waste Disposal Admin
DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00207	061067	WCL PHASE II COVER	5,125,000	60,000	(5,065,000)
00207	061110	WCL TRANSFER AREA IMPORVEMENTS	250,000	0	(250,000)
00207	061111	WCL ELECTRICAL SVS UPGRADES	75,000	0	(75,000)
00207	095301	TRAN OUT ROADS	1,000,000	100,000	(900,000)
TOTAL					(6,290,000)

REVENUE
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00207	806206	TRANS IN WCL R & I	890,000	500,000	(390,000)
00207	806209	TRANS IN WCL CLOSURE/POST CL	5,000,000	0	(5,000,000)
					-
					-
					-
TOTAL					(5,390,000)

County of Shasta

Budget AmendmentWCL Close/Postclose Maint Admn

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00209	096207	TRANS OUT SOLID WASTE DISPOSAL	5,000,000	0	(5,000,000)
					-
					-
					-
TOTAL					(5,000,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
					-
					-
TOTAL					-

County of Shasta

Budget Amendment**CSA #8 Palo Cedro Sewer Cap Imp Adm**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00348	096378	TRAN OUT CSA #8 P CEDRO SEWER	100,000	0	(100,000)
					-
					-
					-
TOTAL					(100,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

County of Shasta

Budget Amendment**CSA #17 Ctwd Swr Cap Imp Admin**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00349	096387	TRAN OUT CSA #17 CTWD SWR	125,000	0	(125,000)
					-
					-
					-
TOTAL					(125,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

County of Shasta

Budget AmendmentCSA #2 Sugarloaf Water Admin

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00375	033791	CHGS FAC MGMT MAINT STR	0	5,000	5,000
00375	061044	WATER SYSTEM UPGRADE	415,000	18,000	(397,000)
00375	061119	SUGARLOAF2 WELL IMRVMNT	155,000	97,000	(58,000)
					-
TOTAL					(450,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00375	560502	FED WATER SYSTEM IMPROVE GRANT	500,000	30,000	(470,000)
00375	806371	TRAN IN WATER AGENCY	0	20,000	20,000
					-
					-
TOTAL					(450,000)

County of Shasta

Budget Amendment**CSA #6 Jones Valley Water Admin**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00377	034800	PROF & SPECIAL SERVICES	225,000	150,000	(75,000)
00377	050900	DEPRECIATION	325,000	300,000	(25,000)
					-
					-
TOTAL					(100,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00377	549784	STATE WATER RESRC PLANNING GRT	200,000	100,000	(100,000)
					-
					-
					-
TOTAL					(100,000)

County of Shasta

Budget AmendmentCSA #8 Palo Cedro Sewer Admin

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00378	806348	TRAN IN CSA #8 PALO CEDRO	100,000	0	(100,000)
					-
					-
					-
TOTAL					(100,000)

County of Shasta

Budget Amendment**CSA #13 Alpine Mdws Swr/M Admn**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00384	034829	PROF MAINTENANCE SERVICES	10,000	30,000	20,000
					-
					-
					-
TOTAL					20,000

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00384	806371	TRAN IN WATER AGENCY	0	20,000	20,000
					-
					-
					-
TOTAL					20,000

County of Shasta

Budget Amendment**CSA #17 Cottonwood Sewer Admin**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00387	034800	PROF & SPECIAL SERVICES	625,000	50,000	(575,000)
00387	061048	CSA #17 CTNWD SEWER UPGRADE	75,000	25,000	(50,000)
					-
					-
TOTAL					(625,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00387	549780	STATE CLEAN WATER GRANT	500,000	0	(500,000)
00387	806349	TRAN IN CSA #17 CTWD CAP IMP	125,000	0	(125,000)
					-
					-
TOTAL					(625,000)

County of Shasta

Budget Amendment**CSA #25 Keswick Water Admin**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00394	806371	TRAN IN WATER AGENCY	0	15,000	15,000
					-
					-
					-
TOTAL					15,000

County of Shasta

Budget Amendment**Surveyor**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
17200	034800	PROF & SPECIAL SERVICES	17,000	12,300	(4,700)
					-
					-
					-
TOTAL					(4,700)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
17200	671230	CORNER SURVEY FEES	12,000	10,000	(2,000)
17200	671300	PARCEL & TRACT MAPS	5,000	2,300	(2,700)
					-
					-
TOTAL					(4,700)

County of Shasta

Budget Amendment**Fleet Management Operations**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
94000	033544	MNT EQP VH TIRES	125,000	110,000	(15,000)
94000	033545	MNT EQP VH OUTSIDE REPAIR SVS	125,000	110,000	(15,000)
					-
					-
TOTAL					(30,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
94000	693033	CHGS FOR VEH COLLISION REPAIR	100,000	75,000	(25,000)
94000	693034	CHGS FOR SVS MISC VEH PARTS	15,000	10,000	(5,000)
					-
					-
TOTAL					(30,000)

County of Shasta

Budget Amendment**Facilities Management Admin**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
95500	033734	MNT STR ITEMIZED MAINT	450,000	75,000	(375,000)
					-
					-
					-
TOTAL					(375,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
95500	693016	CHARGES FOR ITEMIZED MAINT	500,000	125,000	(375,000)
					-
					-
					-
TOTAL					(375,000)

County of Shasta

Budget AmendmentFall River Mills Airport Admin

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00200	033732	MNT STR RUNWAYS	605,000	56,000	(549,000)
					-
					-
					-
TOTAL					(549,000)

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00200	421400	HANGAR RENTAL	24,000	30,000	6,000
00200	421421	FIXED BASE OPERATOR RENT	5,000	15,000	10,000
00200	524000	STATE AID FOR AVIATION	38,507	10,000	(28,507)
00200	560400	FEDERAL FAA GRANT	570,150	33,657	(536,493)
					-
TOTAL					(549,000)

County of Shasta

Budget AmendmentAccumulated Capital Outlay

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16100	095260	TRANS OUT JAIL	221,250	321,250	100,000
16100	095287	TRANS OUT CORONER	0	5,989	5,989
					-
					-
TOTAL					105,989

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

County of Shasta

Budget AmendmentLand Buildings & Improvements

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16600	061106	4555 VETERANS LN CORONER ADDTN	0	5,989	5,989
16600	061124	JAIL RECREATION YARD IMPROVEMENTS	0	100,000	100,000
					-
					-
TOTAL					105,989

REVENUE
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16600	800260	TRANS IN JAIL	0	100,000	100,000
16600	800287	TRANS IN CORONER	0	5,989	5,989
					-
					-
TOTAL					105,989

County of Shasta

Budget AmendmentJail

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
26000	095166	TRANS OUT CAPITAL PROJECTS	666,250	766,250	100,000
					-
					-
					-
TOTAL					100,000

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
26000	800161	TRANS IN ACCUMULATED CAPITAL OUTLAY	221,250	321,250	100,000
					-
					-
					-
TOTAL					100,000

County of Shasta

Budget AmendmentCoroner

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28700	095166	TRANS OUT CAPITAL PROJECTS	0	5,989	5,989
					-
					-
					-
TOTAL					5,989

REVENUE
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28700	800161	TRANS IN ACCUMULATED CAPITAL OUTLAY	0	5,989	5,989
					-
					-
					-
TOTAL					5,989

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Consent - Public Works-16.

SUBJECT:

Shingletown Airport – Vacant Parcel Disposal

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding a vacant parcel once used by the now closed Shingletown Airport (Assessor Parcel Number 095-050-012-000), in the town of Shingletown, California: (1) Adopt a resolution which declares the property no longer necessary for County or other public purposes and authorizes its sale; (2) set the sale price at \$12,000; (3) approve and authorize the Chairman to sign a Real Property Purchase Agreement with Brentley Hennefer in the amount of \$12,000 and Quitclaim Deed; and (4) authorize the funds be deposited into the Fall River Mills Airport Administration fund.

SUMMARY

The County owns a landlocked parcel in Shingletown. Sale is proposed to an adjoining owner for \$12,000.

DISCUSSION

A runway used to exist in Shingletown (see attached map). Most of the land was private but a 6.5-acre parcel is County-owned (“Parcel”). The Parcel is landlocked with an appraised value of \$12,000. Mr. Hennefer owns adjoining properties and has proposed purchase. Per Government Code Section §25526.5, the Board may quitclaim the County’s interest in real property: (1) Upon determining any property to be no longer necessary for County or other public purposes, and (2) its estimated value does not exceed \$25,000.

ALTERNATIVES

The Board may elect to solicit other buyers or retain the Parcel in County ownership. The Parcel is landlocked.

OTHER AGENCY INVOLVEMENT

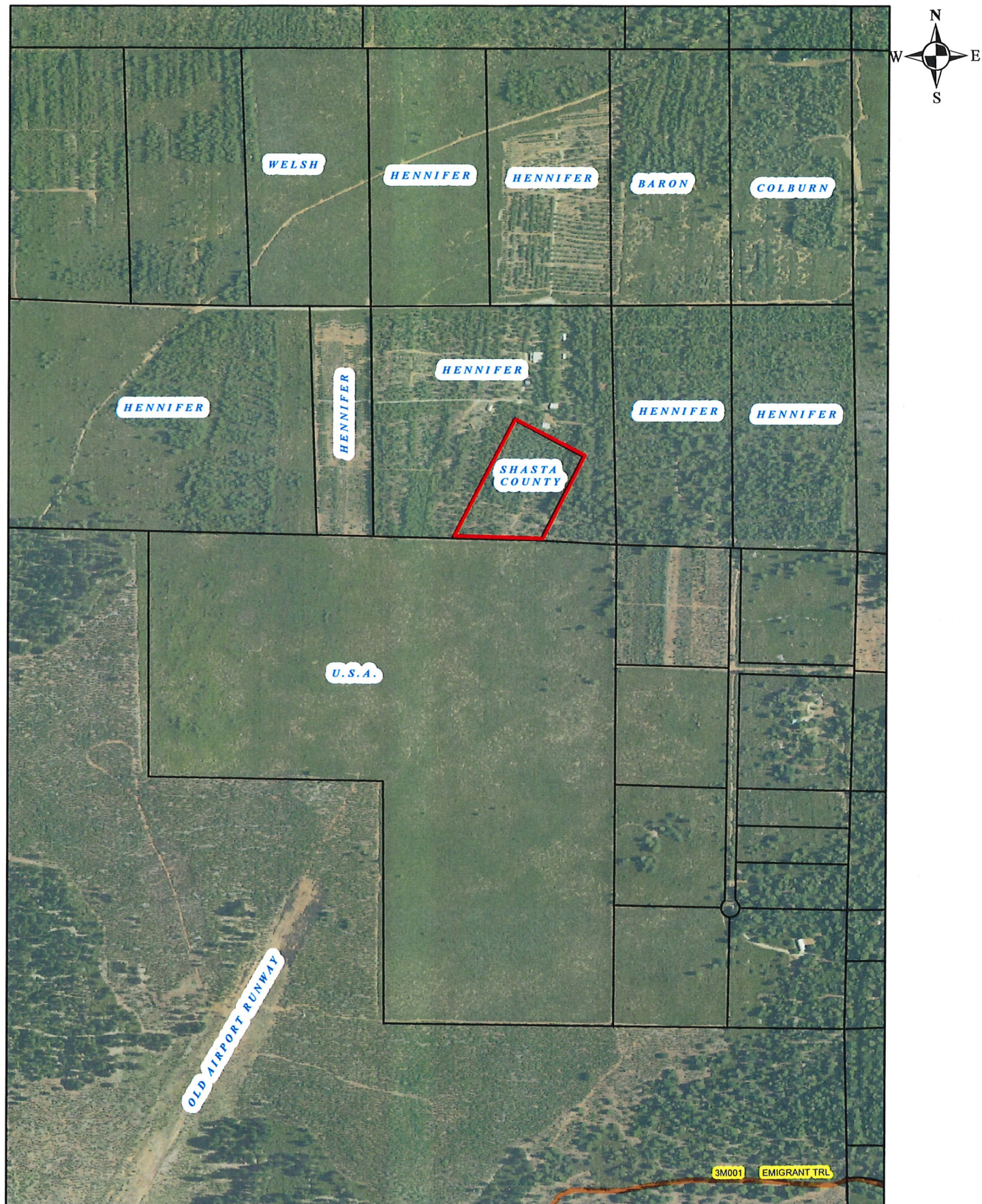
BLM lands also adjoin the Parcel. Staff has contacted the BLM Redding Office and they have no interest. County Counsel has approved the resolution and agreement as to form. Risk Management has reviewed and approved the agreement. The recommendation has been reviewed by the County Administrative Office.

FINANCING

Receipts are proposed for deposit into the Fall River Mills Airport budget. There is no General Fund Impact.

ATTACHMENTS:

Description	Upload Date	Description
Shingletown Airport Parcel Map	6/7/2018	Shingletown Airport Parcel Map
Shingletown Airport Parcel Resolution	6/7/2018	Shingletown Airport Parcel Resolution
Shingletown Airport Parcel Resolution - Exhibit A	6/7/2018	Shingletown Airport Parcel Resolution - Exhibit A
Shingletown Airport Parcel Resolution - Exhibit B	6/7/2018	Shingletown Airport Parcel Resolution - Exhibit B
Real Property Purchase Agreement (Hennefer)	6/14/2018	Real Property Purchase Agreement (Hennefer)
Shingletown Airport Parcel Disposal - Quitclaim Deed	6/14/2018	Shingletown Airport Parcel Disposal - Quitclaim Deed



RESOLUTION NO. 2018-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
DECLARING A PARCEL OF REAL PROPERTY NO LONGER NECESSARY FOR
COUNTY OR OTHER PUBLIC PURPOSES AND AUTHORIZING ITS SALE –
(SHINGLETOWN AIRPORT VACANT PARCEL)**

WHEREAS, the County of Shasta (the “County”) is the fee owner of the real property described in Exhibit A (the “Property”) to the Real Property Purchase Agreement (the “Agreement”), attached hereto as Exhibit B; and

WHEREAS, the Property is a vacant, land locked, unused parcel owned in fee by County; and

WHEREAS, the owner of a parcel that borders the Property on the north, east, and west (the “Adjacent Parcel”) has request the he be permitted to purchase the Property to expand his Christmas Tree farm; and

WHEREAS, the Property was purchased in 1959 for the purpose of a Clear Zone for the Shingletown Airport; and

WHEREAS, the Shingletown Airport has been closed since 2009; and

WHEREAS, County and the public have no further use of the Property in that the Property is bounded by property owned by the Bureau of Land Management (“BLM”) and the Adjacent Parcel; and

WHEREAS, BLM has been contacted and have no interest in acquiring the parcel (which makes the owner of the Adjacent Parcel the only party that could make effective use of the Property); and

WHEREAS, the Shasta County Planning Commission adopted Resolution No. 2017-016 on March 9, 2017, finding that the sale of the Property to the owner of the Adjacent Parcel is consistent with the County of Shasta General Plan; and

WHEREAS, Government Code Section §25526.5 authorizes the Board of Supervisors to quitclaim real property or any interest therein upon terms and conditions approved by the Board of Supervisors upon determining that: 1) the real property is no longer necessary for county or other public purpose; and 2) the estimated value of the real property does not exceed \$25,000; and

WHEREAS, an appraisal of the Property estimated the fair market value to be \$12,000 based on the highest and best use as assemblage with the Adjacent Property due to the size of the Property.

NOW, THEREFORE BE IT RESOLVED that the County of Shasta Board of Supervisors declares that the Property is no longer necessary for County or other public purposes.

Resolution No. 2018-
June 19, 2018
Page 2 of 2

BE IT FURTHER RESOLVED, that the County of Shasta Board of Supervisors finds that the value of the Property is \$12,000.

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors is authorized to execute the Agreement and any other documents necessary to convey County's interest in the Property pursuant to the terms and conditions of the Agreement.

DULY PASSED AND ADOPTED this 19th day of June, 2018 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

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

By _____
Deputy

Legal Description

Shingletown Parcel – Surplus Property Disposal

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 13, Township 31 North, Range 1 East, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, conveyed to the County of Shasta, State of California, by deed recorded July 9, 1959, in Book 605 of Official Records at Page 344, Shasta County Records.

Being APN 095-050-012



**COUNTY OF SHASTA
STATE OF CALIFORNIA**

REAL PROPERTY PURCHASE AGREEMENT

This agreement is entered into by and between the County of Shasta, a political subdivision of the State of California, hereinafter known as County, and Brentley Hennefer, Trustee of the Brentley Hennefer Revocable Trust Dated April 1, 1993, hereinafter known as Grantee, for purchase of the property interest described in the Quitclaim Deed as Exhibit "1" and incorporated herein (the "Deed"). The property interest conveyed pursuant to this agreement is more particularly described in Exhibit "A" to the Deed (the "Property").

1. Grantee shall:
 - A. Pay the sum of twelve thousand dollars (\$12,000.00) representing the purchase price within 10 days of the Board of Supervisors approval of this agreement. Deposit shall be in the form of cash or cashier check made payable to the order of Shasta County and delivered to:

Shasta County
Department of Public Works
1855 Placer Street
Redding, CA 96001
 - B. Pay all recording fees, documentary transfer taxes, or other real estate transaction taxes or fees by whatever name known, including personal property sales taxes where applicable.
2. County shall deliver the Deed to Grantee, within five County business days of receipt of the purchase price provided for in subsection 1.A.
3. County makes no representations regarding the condition of the Property or its suitability for any use intended by Grantee, nor does it assume any responsibility for the conformance to codes or permit regulations of the County. Grantee is responsible for determining all building, planning, zoning, and other applicable laws or regulations pertaining to the Property and the uses to which it can be put. Grantee is responsible for any expenses or costs of obtaining any approvals necessary for any use to be made of the Property by Grantee. The Property is conveyed "As Is Where Is".
4. The right, title, and interest in the Property to be transferred shall not exceed that vested. County makes no warranties regarding its interest. The transfer is subject to title exceptions and reservations of record and any easements, claims of easements, or reservations not of record. County, in connection with this transaction, will furnish no policy of title insurance, nor will the County conduct a survey of the property.
5. Grantee may take possession of the Property upon recordation of the Deed.
6. Grantee shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation, costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to Property.

7. This agreement supersedes any previous agreements between Grantee and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, expressed or implied, not specified in the agreement. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
8. Grantee represents and warrants that the Grantee has not engaged nor dealt with any agent, broker, or finder in connection with the purchase contemplated by this contract. Grantee shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantee.
9. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

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

APPROVED:
GRANTEE

BRENTLEY HENNEFER REVOCABLE
TRUST, DATED APRIL 1, 1993

BRENTLEY HENNEFER, TRUSTEE

Date _____

APPROVED:
County of Shasta

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

Date _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

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

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By _____
PATRICK J. MINTURN, Director
Department of Public Works

By _____
Jim Johnson
Risk Management Analyst II

RECORDING REQUESTED BY
BRENTLEY HENNEFER

RETURN TO:
BRENTLEY HENNEFER
C/O BRENTLEY HENNEFER REVOC. TRUST
426 36TH ST
OAKLAND, CA 94609

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA

QUITCLAIM DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

The County of Shasta, A Political Subdivision of the State of California, Hereby Remise and Forever Quitclaim to Brently Hennefer, Trustee of the Brently Hennefer Revocable Trust Dated April 1, 1993, all that real property and personal property interest situated in the southeast one-quarter of Section 13, Township 31 North, Range 1 East M.D.B.&M., in the unincorporated area of County of Shasta, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof.

COUNTY OF SHASTA

By _____ Dated _____
DAVID A. KEHOE, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF SHASTA
STATE OF CALIFORNIA

Legal Description

Shingletown Parcel – Surplus Property Disposal

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Department of Public Works
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Redding, CA 96001
 - B. Pay all recording fees, documentary transfer taxes, or other real estate transaction taxes or fees by whatever name known, including personal property sales taxes where applicable.
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3. County makes no representations regarding the condition of the Property or its suitability for any use intended by Grantee, nor does it assume any responsibility for the conformance to codes or permit regulations of the County. Grantee is responsible for determining all building, planning, zoning, and other applicable laws or regulations pertaining to the Property and the uses to which it can be put. Grantee is responsible for any expenses or costs of obtaining any approvals necessary for any use to be made of the Property by Grantee. The Property is conveyed "As Is Where Is".
4. The right, title, and interest in the Property to be transferred shall not exceed that vested. County makes no warranties regarding its interest. The transfer is subject to title exceptions and reservations of record and any easements, claims of easements, or reservations not of record. County, in connection with this transaction, will furnish no policy of title insurance, nor will the County conduct a survey of the property.
5. Grantee may take possession of the Property upon recordation of the Deed.
6. Grantee shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation, costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to Property.

7. This agreement supersedes any previous agreements between Grantee and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, expressed or implied, not specified in the agreement. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
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9. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.


SIGNATURE PAGE FOLLOWS

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

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

APPROVED:
GRANTEE

BRENTLEY HENNEFER REVOCABLE
TRUST, DATED APRIL 1, 1993


BRENTLEY HENNEFER, TRUSTEE

Date 3-21-2017

APPROVED:
County of Shasta

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

Date _____

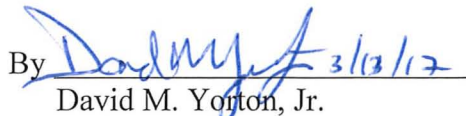
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

By  3/13/17
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works

By  03/13/17
Jim Johnson
Risk Management Analyst II

EXHIBIT "1"

RECORDING REQUESTED BY
BRENTLEY HENNEFER

RETURN TO:
BRENTLEY HENNEFER
C/O BRENTLEY HENNEFER REVOC. TRUST
426 36TH ST
OAKLAND, CA 94609

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA

QUITCLAIM DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

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COUNTY OF SHASTA

By _____ Dated _____
DAVID A. KEHOE, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF SHASTA
STATE OF CALIFORNIA

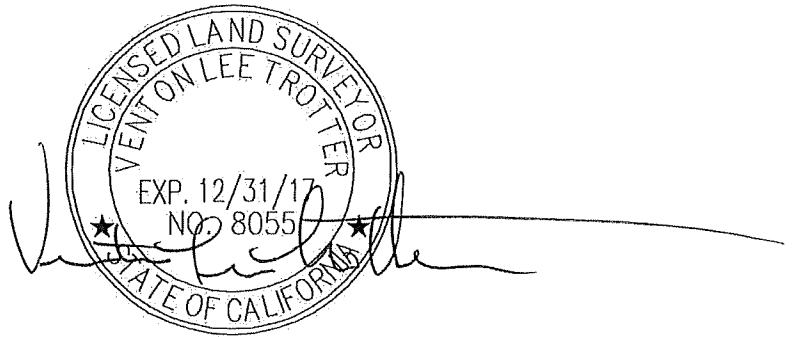
Legal Description

Shingletown Parcel – Surplus Property Disposal

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Being APN 095-050-012



RECORDING REQUESTED BY
BRENTLEY HENNEFER

RETURN TO:
BRENTLEY HENNEFER
C/O BRENTLEY HENNEFER REVOC. TRUST
426 36TH ST
OAKLAND, CA 94609

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UNINCORPORATED AREA

QUITCLAIM DEED

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COUNTY OF SHASTA

By _____ Dated _____
LES BAUGH, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF SHASTA
STATE OF CALIFORNIA

Legal Description

Shingletown Parcel – Surplus Property Disposal

EXHIBIT "A"

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Being APN 095-050-012



REPORT TO SHASTA COUNTY WATER AGENCY

BOARD MEETING DATE: June 19, 2018

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

SUBJECT:

Water Agency Administration Budget Amendment

DEPARTMENT: Public Works
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

Approve a budget amendment transferring appropriations in the amount of \$55,000 within the Shasta County Water Agency Administration budget.

SUMMARY

Water Agency assistance is proposed to improve water quality and quantity in three County Service Areas.

DISCUSSION

The County operates County Service Areas (CSAs) in the unincorporated areas. CSAs are to be financially self-supporting. The Water Agency has historically lent aid to the CSAs and other water districts in formation and capital projects. Three CSAs have experienced large capital costs and expanded testing requirements in the past year. All of these CSAs have recently raised rates and are deemed to be on a path to sustainability.

CSA No. 2 Sugarloaf Water serves 62 customers near Lakehead. A boil water notice was in effect throughout the summer. State grants funded bottled water and wellhead improvements but some costs were not grant-eligible. Well water is now safe to drink and engineering studies are under way to bolster water supply reliability. Water Agency participation of \$20,000 is recommended.

CSA No. 13 Alpine Meadows Water serves approximately 31 customers in Shingletown. Dollar General recently constructed a new water storage tank for the CSA. Dollar General paid all direct costs but indirect operational costs were not fully recovered. Water Agency participation of \$20,000 is recommended.

CSA No. 25 Keswick Water serves 195 customers in Keswick. The CSA has struggled to meet new disinfection byproduct rules. CSA-funded plant modifications shifted chlorination to after filtration with excellent results. Water Agency participation of \$15,000 is recommended.

ALTERNATIVES

The Board may decline to approve the budget amendment. Appropriations will remain as budgeted.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation.

FINANCING

Adequate resources to fund these efforts are included in the FY 2017/18 Water Agency Administration budget unit. There is no General Fund impact.

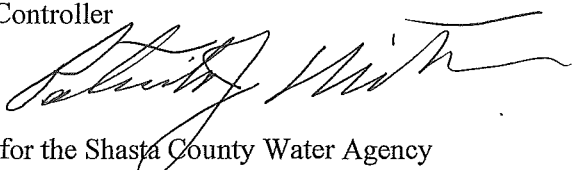
ATTACHMENTS:

Description	Upload Date	Description
Shasta County Water Agency Budget Memo	6/13/2018	Shasta County Water Agency Budget Memo

**COUNTY
OF
SHASTA
DEPARTMENT OF PUBLIC WORKS**

Pat Minturn, Director

MEMORANDUM

DATE June 12, 2018 FAF 020004
TO Brian Muir, Auditor-Controller
FROM Pat Minturn, Director 
SUBJECT Budget Amendments for the Shasta County Water Agency

A budget amendment, in the amount of \$55,000 is requested in the Shasta County Water Agency Administration Budget Unit 00371. The purpose of this budget amendment is to add appropriations in line items 0096375, 096384, and 096394. The increase in appropriations will be offset by a decrease in appropriations in line item 034800. The net impact is zero.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. . It is our intention to present this to the Board of Supervisors for approval on June 19, 2018. Thank you for your assistance in this matter.

kdc

Attachment

email: Ayla Tucker, CAO Administrative Analyst

County of Shasta

Budget Amendment**Shasta County Water Agency**

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00371	034800	PROF & SPECIAL SERVICES	139,975	84,975	(55,000)
00371	096375	TRAN OUT CSA #2 SUGARLOAF	0	20,000	20,000
00371	096384	TRAN OUT CSA #13 ALPINE MEADOWS	0	20,000	20,000
00371	096394	TRAN OUT CSA #25 KESWICK	0	15,000	15,000
					-
TOTAL					-

REVENUE
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 19, 2018

CATEGORY: Regular - General Government-2.

SUBJECT:

Department of Resource Management Public Workshop Follow-Up

DEPARTMENT: Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Lawrence G. Lees, County Executive Officer (530) 225-5561

STAFF REPORT APPROVED BY: Lawrence G. Lees, County Executive Officer

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

RECOMMENDATION

Take the following actions: (1) Receive a report from the County Executive Officer in response to Board direction during a previous public workshop in which the Department of Resource Management was discussed; and (2) consider providing further direction to staff.

SUMMARY

N/A

DISCUSSION

At a special Board of Supervisors (Board) meeting held on May 30, 2018, the Board directed the County Executive Officer to exam the Department of Resource Management and return with information regarding potential operational opportunities.

ALTERNATIVES

The Board could choose not to receive the report or provide additional direction to staff at this time.

OTHER AGENCY INVOLVEMENT

The County Administrative Office prepared the recommendation.

FINANCING

There is no additional General Fund impact associated with receiving the report or receiving further

direction from the Board.