



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 Joe Chimenti, 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, January 8, 2019, 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: Reverend Mary Mitchell, Center of Spiritual Living

Pledge of Allegiance: Supervisor Moty

REGULAR CALENDAR

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

BOARD MATTERS

R 1 Board Matters

Elect a Chairman and Vice-Chairman for 2019.

No Additional General Fund Impact Simple Majority Vote

R 2 Board Matters

Direct Chief Deputy Clerk of the Board Mary Williams to administer Oaths of Office for the District One Supervisor, District Five Supervisor, Assessor-Recorder, Auditor-Controller, County Clerk/Registrar of Voters, District Attorney, Sheriff-Coroner, and Treasurer-Tax Collector-Public Administrator.

No General Fund Impact No Vote

R 3 Board Matters

Adopt a resolution which recognizes Shasta County Probation Department, Deputy Probation Officer II, Daniel Irving as Shasta County's Employee of the Year for 2018.

No Additional General Fund Impact Simple Majority Vote

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

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

GENERAL GOVERNMENT

C 1 Clerk of the Board

Reappoint Robert Miller to the Board of Building Appeals for a two-year term to expire December 31, 2020.

No General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Reappoint Dana Murray and Bill Ford to the Burney Basin Mosquito Abatement District Board of Trustees for two-year terms to expire January 2021.

No General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Take the following actions regarding the Shasta County Public Law Library Board of Trustees: (1) Reappoint Jeffrey Gorder for a one-year term to expire January 2020; and (2) reappoint Nannette Stomberg for a one-year term to expire January 2020.

No General Fund Impact

Simple Majority Vote

C 4 Clerk of the Board

Reappoint James Chapin (District 1) as proposed by Supervisor Chimenti and Patrick Wallner (District 5) as proposed by Supervisor Baugh to the Shasta County Planning Commission for four-year terms to expire January 2023.

No General Fund Impact

Simple Majority Vote

C 5 Clerk of the Board

Take the following actions regarding the Pine Grove Mosquito Abatement District Board of Trustees: (1) Reappoint Tim Lakey and Lynda McDaniel retroactive to January 2016 for two-year terms expiring January 2020; and (2) reappoint Jeff Earnest, Bruce Bergman, and Ken Evans retroactive to January 2017 for two-year terms expiring January 2021.

No General Fund Impact

Simple Majority Vote

C 6 Clerk of the Board

Adopt a resolution which repeals Resolution No. 2012-023 and approves the Conflict of Interest Code for the Cascade Union Elementary School District.

No General Fund Impact

Simple Majority Vote

C 7 Clerk of the Board

Adopt a resolution which repeals Resolution No. 2010-005 and approves the Conflict of Interest Code for the Shasta Charter Academy/Shasta Secondary Home School, Inc.

No General Fund Impact

Simple Majority Vote

C 8 Clerk of the Board

Enact an Ordinance of the Board of Supervisors of the County of Shasta Repealing Ordinance No. 742 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act in County Service Area No. 23-Crag View Water.

No General Fund Impact

Simple Majority Vote

C 9 Clerk of the Board

Approve and authorize the Chairman or his/her designee to sign the County Claims list when Board of Supervisors meetings are canceled during the year 2019.

No General Fund Impact

Simple Majority Vote

C 10 Support Services-Personnel

Adopt a salary resolution, effective January 20, 2019, which amends the Shasta County Position Allocation List to reclassify positions within the Health and Human Services Agency, Adult Services branch as follows: From 1.0 Full Time Equivalent (FTE) Social Worker to 1.0 FTE Senior Social Worker.

No Additional General Fund Impact

Simple Majority Vote

C 11 Support Services-Personnel

Adopt a salary resolution, effective January 20, 2019, which updates footnote 72 to allow the Lead Personnel Assistant – Confidential classification to receive an additional five percent (5%) of base salary when assigned the responsibility of supervision in the Department of Support Services – Personnel Unit by the Director of Support Services.

General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 12 Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign an agreement with Binti, Inc. in an amount not to exceed \$111,272 (paid in quarterly advance payments) to provide a Resource Family Approval recruitment webpage and applicant portal for the period date of signing through December 31, 2019, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 13 Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign a renewal agreement with Mountain Valley Child and Family Services, Inc., in an amount not to exceed \$75,000 to provide mental health services to eligible children for the period date of signing through December 31, 2019, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 14 Health and Human Services Agency-Regional Services

Take the following actions: (1) Approve payment through a purchase order of Invoice Number SI44550, from the Commission on Accreditation of Rehabilitation Facilities (CARF), in the amount of \$6,880 to perform on-site work for accreditation of the Opportunity Center (OC) for up to a three-year period beginning March 1, 2019; and (2) adopt a resolution which approves and authorizes the Health and Human Services Agency (HHSA) Director, or the Regional Services Branch Director as designated by the HHSA Director, to approve and sign purchase orders and claims for payment up to \$10,000 every other year, for CARF accreditation services provided to the OC.

No General Fund Impact

Simple Majority Vote

C 15 Housing and Community Action Programs

Approve a budget amendment increasing appropriations by \$60,293 and revenue by \$948,359 to administer grants including the California Emergency Solutions and Housing, California Census Addresses Incentive Fund, Emergency Solutions Grant and revenue from California State Block Grant in support of disaster recovery efforts in the Community Action Agency budget.

General Fund Impact

4/5 Vote

C 16 Housing and Community Action Programs

Adopt a resolution which: (1) Approves and authorizes the County Executive Officer (CEO) to sign an agreement with the State Department of Community Services and Development (CSD) in an amount not to exceed \$299,498 for Community Action Agency Community Services Block Grant (CSBG) funding to provide services to persons living in poverty for the period January 1, 2019 through December 31, 2019; (2) authorizes the CEO to sign subsequent agreements and amendments, including retroactive, with CSD for CSBG funding, with County Risk Manager approval and County Counsel approval as to form, in an amount not to exceed \$500,000 per calendar year for the period January 1, 2019 through December 31, 2021; (3) certifies the County's intent to use CSBG funds in compliance with applicable regulations; and (4) approves and authorizes the Director of Housing and Community Action Programs, or his or her designee, to sign and submit all required CSBG forms, certifications, and reports for the period January 1, 2019 through December 31, 2021.

No Additional General Fund Impact

Simple Majority Vote

C 17 Housing and Community Action Programs

Approve and authorize the Chairman to sign a retroactive agreement with WellSky Corporation in an amount not to exceed \$277,425 (with annual advance payments) to provide Homeless Management Information System (HMIS) web-based software known as ServicePoint for the period October 31, 2018 through October 31, 2019, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

LAW AND JUSTICE

C 18 Sheriff

Adopt a resolution which recognizes that the circumstances and factors that led to the July 30, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Carr Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation.

General Fund Impact

Simple Majority Vote

C 19 Sheriff

Adopt a resolution which declares the termination of the September 11, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Delta Fire" subject to Government Code 8630 (d) review requirements.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 20 Public Works

Adopt a resolution which adopts a list of projects for Fiscal Year 2019-20 funded by Senate Bill No. 1 (Beall), *Transportation Funding* (SB 1): The Road Repair and Accountability Act of 2017.

No General Fund Impact

Simple Majority Vote

C 21 Public Works

Approve and authorize the Chairman to sign agreement with Servfirst, Inc. dba Redding Spray Service in an amount not to exceed \$325,454.30 to provide weed control services on County roads, airports, and sewage treatment facilities from the period date of signing through December 31, 2019, with two optional one-year extensions.

No General Fund Impact

Simple Majority Vote

C 22 Public Works

Public Works-County Service Areas

Appoint property owners to two-year terms on their respective Community Advisory Boards for the various County Service Areas.

No General Fund Impact

Simple Majority Vote

C 23 Public Works

County Service Area No. 25-Keswick Water

On behalf of County Service Area (CSA) No. 25-Keswick Water, adopt a resolution which: (1) Establishes property tax exchange terms related to the annexation of unincorporated territory from CSA No. 25-Keswick Water to Shasta Community Services District (CSD); and (2) authorizes the County Executive Officer to sign any documents pertaining to implementation of the resolution and

act as the Board of Supervisors representative in the related tax exchange matter.

No General Fund Impact

Simple Majority Vote

C 24 Public Works

Approve and authorize the County Executive Officer to sign a retroactive agreement with the Department of Forestry and Fire Protection (CAL FIRE) in the amount of \$600 per day when activated to provide Emergency Use of Facilities at Fall River Mills Airport for the period January 1, 2019 through December 31, 2021.

No General Fund Impact

Simple Majority Vote

C 25 Public Works

Take the following actions regarding the “Demolish Keswick Volunteer Fire Hall and Community Center,” Contract No. 610512/610513, respectively: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15301(l), Class 1 – Demolition and removal of small structures; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after Thursday, February 7, 2019, at 11 a.m.

No General Fund Impact

Simple Majority Vote

C 26 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the “West Central Landfill Erosion Control Hydroseeding,” Contract No. 207519, and record it within 15 days of actual completion of the work.

No General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 4 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 5 Administrative Office

Appoint California Department of Forestry and Fire Protection (CAL FIRE), Shasta-Trinity Unit Chief, Bret Gouvea as the Shasta County Fire Warden and Chief of the Shasta County Fire Department effective December 12, 2018.

No Additional General Fund Impact

Simple Majority Vote

SCHEDULED HEARINGS

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

GENERAL GOVERNMENT

R 6 Clerk of the Board

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 014-080-014-000 (Harryman); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.05 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing; (4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

General Fund Impact

Simple Majority Vote

R 7 Clerk of the Board

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 014-080-022-000 (Schultz); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.05 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing; (4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

General Fund Impact

Simple Majority Vote

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
01/10/2019	2:00 p.m.	Planning Commission Meeting	Board Chambers
01/15/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
01/22/2019		No Board of Supervisors Meeting Scheduled	
01/29/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
02/05/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
02/5/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
02/12/2019	9:00 a.m.	No Board of Supervisors Meeting	Board

Scheduled

02/14/2019

2:00 p.m.

Planning Commission Meeting

Chambers

Board

Chambers

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: BOARD MATTERS-3.

SUBJECT:

Shasta County Employee Recognition Program Employee of the Year 2018

DEPARTMENT: Board Matters

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Angela Davis, Director

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

RECOMMENDATION

Adopt a resolution which recognizes Shasta County Probation Department, Deputy Probation Officer II, Daniel Irving as Shasta County's Employee of the Year for 2018.

SUMMARY

The Employee Recognition Program is governed by the Shasta County Personnel Rules. The Employee Recognition Committee screens nominations for Employee of the Month and Employee of the Year and recommends appropriate candidates for these awards to the Board of Supervisors. The Employee Recognition Committee is now submitting its nomination for the 2018 Employee of the Year.

DISCUSSION

This is the twenty-fourth year of the Shasta County Employee Recognition Program. In order to select the 2018 Employee of the Year, the Employee Recognition Committee carefully reviewed nominations. All the nominees have outstanding credentials and are deserving of this award. However, after carefully considering each nominee, the Employee Recognition Committee recommends that Daniel Irving, Deputy Probation Officer II, Shasta County Probation Department be selected as the 2018 Employee of the Year.

Mr. Irving has worked for the Probation Department for 6 years. During this time he has been assigned to one of the more difficult case assignments and has exceeded standards. He is assigned to the Investigations Unit and is responsible for interviewing, writing, and analyzing cases and court rules and laws, and he attends court regularly to represent the Probation Department on matters. He is an expert in case law, the Penal Code, and Rules of Court. During his time with the Probation Department he has authored roughly 800 reports and memos for the Shasta County Courts, accounting for safer streets.

Mr. Irving includes Evidence Based Practice language in all programs and reports. This lays out an achievable supervision plan that benefits the defendant and community. His performance in the investigations unit continues to be the gold standard, inspiring others to reach high levels of performance. Along with his normal duties, Mr. Irving participates on Victim Impact

Panels and Successful Transitions of Probation and Parole (STOPP), encouraging service to the County.

ALTERNATIVES

No other alternatives are recommended.

OTHER AGENCY INVOLVEMENT

The Employee Recognition Program was developed and operates with significant input from, and involvement by, County departments and employee bargaining units. The Employee of the Year nomination is submitted by the Employee Recognition Committee made up of Angela Davis, Director of Support Services; Captain Pat Kropholler; Ayla Tucker, Administrative Analyst I; Jack Ball, Maintenance Supervisor; Michael Conti, Health and Human Services Program Manager; and Mark Dudley, Correctional Officer-Deputy Sheriff.

The Employee Recognition Program wishes to extend their thanks and appreciation to the following contributors:

- Lake Shasta Caverns** who has very generously donated a Family Pass.
- Redding Rancheria, Win-River Resort & Casino** who has very generously donated 1-Win-River Hotel Stay, 1-\$25.00 Win-River Dining Certificate, 1-\$25.00 Win-River Mini Mart Certificate, and 1-\$50.00 Win-River Spa Certificate.
- Turtle Bay Exploration Park**, who has very generously donated passes to the Turtle Bay Exploration Park.
- Vision Care for Life (VSP)**, who has very generously donated a 4-piece stainless steel Travel Set.
- The Shasta County Department Head Forum**, who has very generously donated \$250.

This program is also supported by the Shasta County Management Council - Mid Management Bargaining Unit, and Shasta County Board of Supervisors who have also made contributions to the Employee of the Year recognition.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Resolution - EOY 2018	12/14/2018	Resolution - EOY 2018

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING DANIEL IRVING, DEPUTY PROBATION OFFICER II
OF THE SHASTA COUNTY PROBATION DEPARTMENT,
AS SHASTA COUNTY'S 2018 EMPLOYEE OF THE YEAR**

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

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

WHEREAS, the Shasta County Employee Recognition Committee has considered all current nominations for the Shasta County 2018 Employee of the year;

NOW, THEREFORE, BE IT RESOLVED that Daniel Irving, Deputy Probation Officer II of the Shasta County Probation Department, is hereby named Shasta County Employee of the Year for 2018; and

BE IT FURTHER RESOLVED that Probation Officer Irving has worked for the Probation Department for 6 years. During this time he has been assigned to one of the more difficult case assignments and has exceeded standards. He is assigned to the Investigations Unit and is responsible for interviewing, writing, and analyzing cases and court rules and laws, and he attends court regularly to represent the Probation Department on matters. He is an expert in case law, the Penal Code, and Rules of Court. During his time with the Probation Department he has authored roughly 800 reports and memos for the Shasta County Courts, accounting for safer streets.

Probation Officer Irving includes Evidence Based Practice language in all programs and reports. This lays out an achievable supervision plan that benefits the defendant and community. His performance in the investigations unit continues to be the gold standard, inspiring others to reach high levels of performance.

Along with his normal duties, Probation Officer Irving participates on Victim Impact Panels and Successful Transitions of Probation and Parole (STOPP), encouraging service to the County.

DULY PASSED AND ADOPTED this 8th day of January, 2019, 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: January 8, 2019
CATEGORY: Consent - General Government-1.

SUBJECT:

Reappointment to the Board of Building Appeals.

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board (530) 225-5550

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

RECOMMENDATION

Reappoint Robert Miller to the Board of Building Appeals for a two-year term to expire December 31, 2020.

SUMMARY

The Board of Supervisors makes appointments and reappointments to various committees, commissions, and boards where terms of office are expiring or a vacancy has occurred.

DISCUSSION

Pursuant to Shasta County Code (SCC) 16.04.070 (a), the duties of the Board of Building Appeals (BBA) are to determine the suitability of alternate materials and types of construction; to provide for reasonable interpretations of the provisions of Shasta County Code Title 16 *Buildings and Construction* other than legal interpretations; to review and modify, affirm, or reverse any decision of the Chief Building Official or his/her representative; to perform duties required under the Code; to make recommendations to the Board of Supervisors regarding necessary legislation in the building field; and such other duties as may be directed by the Board of Supervisors.

Pursuant to SCC 16.04.070 (b), the BBA is made up of five members with specific qualifications. Members shall include a licensed architect, engineer or certified building designer, a representative of a construction trade union; a licensed building contractor, a representative of a financial institution, and a citizen representing the public at large. Members shall be qualified by experience and training to consider matters pertaining to building construction.

Members of the BBA serve at the pleasure of the Board of Supervisors. Appointments are for two-year terms ending on December 31 of even-numbered years.

Mr. Miller currently serves as representative of a construction trade union with a term expiring December 2018. Mr. Miller has

expressed an interest in reappointment to continue serving on the BBA.

ALTERNATIVES

The Board may decline to make these appointments, appoint some other person or persons who meet the qualifications for appointment to the Commission, or may request that other applicants be considered.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation.

FINANCING

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - General Government-2.

SUBJECT:

Burney Basin Mosquito Abatement District - Reappointments

DEPARTMENT: Clerk of the Board

Supervisory District No. : 3

DEPARTMENT CONTACT: Kristin Gulling-Smith, Administrative Board Clerk, (530) 225-5550

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

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

RECOMMENDATION

Reappoint Dana Murray and Bill Ford to the Burney Basin Mosquito Abatement District Board of Trustees for two-year terms to expire January 2021.

SUMMARY

N/A

DISCUSSION

The Burney Basin Mosquito Abatement District (District) is a mosquito abatement independent special district created by the Shasta County Board of Supervisors (Board) on November 23, 1970, pursuant to Resolution No. 70-163. It is governed by a five-member Board of Trustees, each serving a term of two years.

Mosquito abatement districts administer measures to control and manage the population of mosquitoes to reduce their damage to human health, economies, and enjoyment. Mosquito control is a vital public health practice throughout the world because mosquitoes can spread many diseases, such as malaria and the Zika virus.

Dana Murray and Bill Ford currently serve on the District Board of Trustees with terms expiring in January 2019. The District voted to reappoint Dana Murray and Bill Ford at their December 12, 2018, meeting. Minutes from this meeting are attached.

Trustees are required to be registered voters in Shasta County over 18 years of age and must reside within the District boundaries. Dana Murray and Bill Ford meet these requirements.

ALTERNATIVES

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

direct the District to bring back alternate nominees for the Board's consideration.

OTHER AGENCY INVOLVEMENT

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Burney Basin MAD Meeting Minutes	12/20/2018	Burney Basin MAD Meeting Minutes

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

Wednesday, December 12, 2018 4:30 p.m.

MINUTES

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

MEMBERS PRESENT: Abe Hathaway
Bill Ford
Chad Arseneau
Walt Caldwell

MEMBERS ABSENT: Dana Murray

ALSO PRESENT: Rick Dougherty, Manager

1. Roll Call: Abe Hathaway, President, called the meeting to order at 4:31 p.m.

2. Minutes: *Upon motion by Trustee Walt Caldwell, seconded by Chad Arseneau, the minutes of the Regular Meeting held November 14, 2018 were approved.*

3. Public Comment: None.

4. Budget & Fiscal Affairs:

- a. *Trustee Bill Ford moved to approve Payroll Warrants for November 2018 in the amount of \$3244.31 and Commercial Warrants dated December 12, 2018 in the amount of \$1,462.70. Trustee Walt Caldwell seconded. The motion passed.*
- b. The Schedule of Expenditures ended December 12, 2018 was discussed.

5. Reappointment of Board Members:

Vice President Chad Arseneau moved, and President Abe Hathaway seconded, a motion to reappoint Dana Murray and Bill Ford each to another two-year term ending in January 2021. The motion passed unanimously.

6. Election of Board Officers:

Trustee Walt Caldwell moved, and Trustee Bill Ford seconded, a motion to elect Chad Arseneau as President, Bill Ford as Vice President, and Dana Murray as Secretary for the 2019 Calendar year. The motion passed unanimously.

7. Manager's Report:

Manager Dougherty informed the Board that he decided not to attend the annual MVCAC Planning meeting in early December because of the cost and because he would see all the Sac Valley Region Managers at a meeting on Nov. 28th and express his ideas there. Unfortunately, that meeting was cancelled at the last minute. He was able to share his ideas and concerns for the Association with Shasta District Manager Peter Bonkrude at the Clarke ULV Workshop Shasta sponsored on Dec. 5th and Peter said he would relay them to the Planning Committee. That workshop turned out to be very informative and beneficial having a Vice President and the Head Fogger Technician from the company there.

Dougherty shared a letter from the Shasta County Planning Commission about the possible incoming grocery store across the highway from the District office. If any of the Board Members have any concerns about it there is a period of public review, and a public hearing on January 10, 2019 which Dougherty will attend. Finally, Dougherty informed the Board of a \$2305.00 annual refund from the VCJPA that he applied to our Member Fund. Also, that Bickmore, the VCJPA Service Provider, has changed their name to York after being bought by that company over four years ago. The personnel and Sacramento location will stay the same.

8. Board and Staff Announcements: Manager Dougherty informed the Board that our contract janitor Don Garloff will be retiring next year. After more than 30 years, February will be his last month cleaning our District office. Dougherty said that since there are no other bonded janitorial services in Burney, he would take over those duties and save the district the \$100 a month.

9. Adjournment: *There being no further business, Walt Caldwell, seconded by Bill Ford, moved to adjourn the meeting at 4:48 p.m.*

Respectfully Submitted,

Bill Ford, Secretary BBMAD

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019
CATEGORY: Consent - General Government-3.

SUBJECT:

Law Library Reappointment

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions regarding the Shasta County Public Law Library Board of Trustees: (1) Reappoint Jeffrey Gorder for a one-year term to expire January 2020; and (2) reappoint Nannette Stomberg for a one-year term to expire January 2020.

SUMMARY

N/A

DISCUSSION

The Shasta County Public Law Library (Law Library) Board of Trustees (Trustees) is a seven-member board subject to Business and Professions Code sections 6300, et seq. The Law Library Trustees govern the Shasta County Law Library and make and enforce all rules, regulations, and by-laws necessary for the administration, government, and protection of the law library, and of all property belonging to it. The Trustees shall appoint a law librarian, officers, and may purchase books, journals, or other publications. The Law Library is free to the judiciary, to state and county officials, to members of the State Bar of California, and to all residents of the county, for the examination of books and other publications.

The Trustees meet once per month and members are not compensated for their voluntary service. Pursuant to Business and Professions Code section 6301 and the Public Law Library Board of Trustees Bylaws, the Board of Trustees consists of five Judges of the Superior Court, or their designees; the Chairman of the Board of Supervisors, or his/her designee; and a member of the State Bar of California appointed by the Board of Supervisors.

Pursuant to Business and Professions Code section 6302, the terms of appointments made by the Board of Supervisors are for one year to the first Board of Supervisors meeting in the succeeding January. The term of the Chairman of the Board of Supervisors, or his or her designee, expires when a new Chairman is selected.

Jeffrey Gorder currently serves as the member of the State Bar of California appointed by the Board of Supervisors. Mr. Gorder has expressed interest in continuing to serve in this capacity.

Nannette Stomberg currently serves as the designee of the Chairman of the Board of Supervisors. Ms. Stomberg has

expressed interest in continuing to serve in this capacity.

The Shasta County Law Librarian sent correspondence to the Clerk of the Board to relay the Board of Trustees' request for the reappointment of Mr. Gorder and Ms. Stomberg.

ALTERNATIVES

The Board could choose not to make one or both appointments, or could appoint different individuals.

OTHER AGENCY INVOLVEMENT

The Shasta County Public Law Library Board of Trustees supports the recommendation.

FINANCING

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - General Government-4.

SUBJECT:

Reappointments to the Shasta County Planning Commission

DEPARTMENT: Clerk of the Board

Supervisory District No. : 1 and 5

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

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

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

RECOMMENDATION

Reappoint James Chapin (District 1) as proposed by Supervisor Chimenti and Patrick Wallner (District 5) as proposed by Supervisor Baugh to the Shasta County Planning Commission for four-year terms to expire January 2023.

SUMMARY

Each year, the Board of Supervisors considers making appointments and reappointments to various committees, commissions, and boards where terms of office are expiring.

DISCUSSION

The Shasta County Planning Commission operates pursuant to Shasta County Code Chapter 2.48, which establishes the following duties for the Commission:

1. Review and act upon all proposals to amend the general plan or to adopt or amend specific plans, and administer the general plan pursuant to Articles 6, 7, and 8 of Chapter 3 of the State Planning and Zoning Law;
2. Act as a board of zoning adjustment pursuant to Article 3 of Chapter 4 of the State Planning and Zoning Law and hear and decide all applications for use permits and zoning variances pursuant to Title 17 (Zoning) of the Shasta County Code;
3. Act as the advisory agency pursuant to the Subdivision Map Act and approve, conditionally approve, or disapprove tentative maps pursuant to Title 15 (Subdivisions) of the Shasta County Code;
4. Hear and make recommendation to the board of supervisors on any proposal to amend the zoning plan pursuant to Title 17 of the Shasta County Code;
5. Act as an airport zoning commission pursuant to Government Code Section 50485.6;
6. Hear and decide or make its recommendation upon, as appropriate, such other matters as may be referred to it by the board of supervisors.

The Shasta County Planning Commission is composed of five members. Members must reside in the Supervisory District

for which they are appointed. Shasta County Code section 2.48.030 states, “Each member of the Board of Supervisors shall nominate for appointment or propose for reappointment to the commission, one member of the public, who shall be a resident of the district represented by that Supervisor.”

James Chapin currently serves as the Planning Commissioner representing District 1. Patrick Wallner currently serves as the Planning Commissioner representing District 5. The terms of Commissioners Chapin and Wallner’s appointments end January 2019. Supervisors Chimenti and Baugh propose the reappointment of Commissioners Chapin and Wallner. When a reappointment is proposed, a nomination is not required and the commissioners may be proposed for reappointment and reappointed at a single meeting.

ALTERNATIVES

The Board of Supervisors could choose to seek other qualified candidates.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the staff report.

FINANCING

There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019
CATEGORY: Consent - General Government-5.

SUBJECT:

Reappointments to the Pine Grove Mosquito Abatement District Board of Trustees.

DEPARTMENT: Clerk of the Board

Supervisory District No. :

DEPARTMENT CONTACT: Kristin Gulling-Smith, Administrative Board Clerk, (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

Take the following actions regarding the Pine Grove Mosquito Abatement District Board of Trustees: (1) Reappoint Tim Lakey and Lynda McDaniel retroactive to January 2016 for two-year terms expiring January 2020; and (2) reappoint Jeff Earnest, Bruce Bergman, and Ken Evans retroactive to January 2017 for two-year terms expiring January 2021.

SUMMARY

The Board of Supervisors considers approving appointments and reappointments to various committees, commissions, and boards where terms of office are expiring, or new appointments are needed.

DISCUSSION

The Pine Grove Mosquito Abatement District (District) is a mosquito abatement independent special district created by order of the Shasta County Board of Supervisors on April 7, 1931. It is governed by a five-member Board of Trustees, each serving a term of two years.

Mosquito abatement districts administer measures to control and manage the population of mosquitoes to reduce their damage to human health, economies, and enjoyment. Mosquito control is a vital public health practice throughout the world because mosquitoes can spread many diseases, such as malaria and the Zika virus.

Lynda McDaniel and Tim Lakey have served on the District Board of Trustees with current terms having expired January 2016. Jeff Earnest, Ken Evans, and Bruce Bergman have served on the District Board of Trustees with current terms having expired January 2017.

Trustees are required to be registered voters in Shasta County over 18 years of age and must reside within the District boundaries. All District appointees meet these requirements.

ALTERNATIVES

The Board of Supervisors could choose not to make the reappointments; however, this would cause the District Board of Trustees to lack a full board.

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Pine Grove 12-20-18 Agenda	12/26/2018	Pine Grove 12-20-18 Agenda
Pine Grove 12-20-18 Minutes	12/26/2018	Pine Grove 12-20-18 Minutes

PINE GROVE MOSQUITO ABATEMENT DISTRICT

Meeting of the Board of Trustees
@ Pine Grove Mosquito Abatement District

Thursday
December 20, 2018

5:47

Sat

5:30 PM

Lynda, Ken, Tim, Bruce, Jeff

Agenda

- Minutes from the November 16, 2018 Meeting Bruce 1st Tim 2nd Passed
- Approval of Claims from December 2018 Tim 1st Lynda 2nd Passed
- Communications:
- Operational Report

New Business:

- Re-appointment for Board members; Jeff Earnest, Lynda McDaniel, and Bruce Bergman for two year terms. Ken Evans and Tim Lakey for one year terms. Lynda 1st Ken 2nd Passed
- Switch to Com-Pair for our Internet Service? Go for IT!

Old Business

Adjourn:

Bruce 1st Tim 2nd Passed

6:07

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

Wednesday, December 12, 2018 4:30 p.m.

MINUTES

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

MEMBERS PRESENT: Abe Hathaway
Bill Ford
Chad Arseneau
Walt Caldwell

MEMBERS ABSENT: Dana Murray

ALSO PRESENT: Rick Dougherty, Manager

1. Roll Call: Abe Hathaway, President, called the meeting to order at 4:31 p.m.

2. Minutes: *Upon motion by Trustee Walt Caldwell, seconded by Chad Arseneau, the minutes of the Regular Meeting held November 14, 2018 were approved.*

3. Public Comment: None.

4. Budget & Fiscal Affairs:

- a. *Trustee Bill Ford moved to approve Payroll Warrants for November 2018 in the amount of \$3244.31 and Commercial Warrants dated December 12, 2018 in the amount of \$1,462.70. Trustee Walt Caldwell seconded. The motion passed.*
- b. The Schedule of Expenditures ended December 12, 2018 was discussed.

5. Reappointment of Board Members:

Vice President Chad Arseneau moved, and President Abe Hathaway seconded, a motion to reappoint Dana Murray and Bill Ford each to another two-year term ending in January 2021. The motion passed unanimously.

6. Election of Board Officers:

Trustee Walt Caldwell moved, and Trustee Bill Ford seconded, a motion to elect Chad Arseneau as President, Bill Ford as Vice President, and Dana Murray as Secretary for the 2019 Calendar year. The motion passed unanimously.

7. Manager's Report:

Manager Dougherty informed the Board that he decided not to attend the annual MVCAC Planning meeting in early December because of the cost and because he would see all the Sac Valley Region Managers at a meeting on Nov. 28th and express his ideas there. Unfortunately, that meeting was cancelled at the last minute. He was able to share his ideas and concerns for the Association with Shasta District Manager Peter Bonkrude at the Clarke ULV Workshop Shasta sponsored on Dec. 5th and Peter said he would relay them to the Planning Committee. That workshop turned out to be very informative and beneficial having a Vice President and the Head Fogger Technician from the company there.

Dougherty shared a letter from the Shasta County Planning Commission about the possible incoming grocery store across the highway from the District office. If any of the Board Members have any concerns about it there is a period of public review, and a public hearing on January 10, 2019 which Dougherty will attend. Finally, Dougherty informed the Board of a \$2305.00 annual refund from the VCJPA that he applied to our Member Fund. Also, that Bickmore, the VCJPA Service Provider, has changed their name to York after being bought by that company over four years ago. The personnel and Sacramento location will stay the same.

8. Board and Staff Announcements: Manager Dougherty informed the Board that our contract janitor Don Garloff will be retiring next year. After more than 30 years, February will be his last month cleaning our District office. Dougherty said that since there are no other bonded janitorial services in Burney, he would take over those duties and save the district the \$100 a month.

9. Adjournment: *There being no further business, Walt Caldwell, seconded by Bill Ford, moved to adjourn the meeting at 4:48 p.m.*

Respectfully Submitted,

Bill Ford, Secretary BBMAD

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019
CATEGORY: Consent - General Government-6.

SUBJECT:

Conflict of Interest Code for the Cascade Union Elementary School District.

DEPARTMENT: Clerk of the Board

Supervisory District No. : 5

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

Adopt a resolution which repeals Resolution No. 2012-023 and approves the Conflict of Interest Code for the Cascade Union Elementary School District.

SUMMARY

Government Code section 87300 mandates local government agencies to adopt and promulgate a Conflict of Interest (COI) code for each respective agency. Government Code section 87303 provides that a conflict of interest code shall not be effective until it has been approved by the code reviewing body. The Cascade Union Elementary School District, qualifies as a “local government agency” under Government Code section 82041. Government Code section 82011(b) defines the Board of Supervisors as the code reviewing body for local government agencies, other than city agencies, with jurisdiction wholly within the County.

DISCUSSION

As the Board of Supervisors is the “code reviewing body,” the Board of Supervisors approved the Cascade Union Elementary School District COI code on March 6, 2012, pursuant to Resolution No. 2010-005. Government Code section 87306.5 requires the County, as the code reviewing body, in every even-numbered year, to direct every local agency to review its COI Code, and, if a change in its code is required, to submit an amended COI Code to the Board of Supervisors. The Clerk of the Board sent this 2018 Biennial Notice to the Cascade Union Elementary School District.

In response to the 2018 Biennial Notice, the Cascade Union Elementary School District, determined a revision to their COI Code was necessary. The revised COI Code was approved by Cascade Union Elementary School District, on November 14, 2018, and the revised COI Code was forwarded to the Board of Supervisors for its approval. It is requested that the Board of Supervisors adopt a resolution which repeals Resolution No. 2012-023 and approves the COI Code of the Cascade Union Elementary School District.

ALTERNATIVES

The Board of Supervisors may choose not to approve the COI Code; however, this will leave the Cascade Union Elementary School District out of compliance with Government Code section 87303 and the California Fair Political Practices Commission regulations.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the COI Code and is of the opinion that it satisfies the minimum statutory requirements for a COI Code.

FINANCING

There is no General Fund impact associated with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Resolution	12/18/2018	Resolution
Exhibit A	12/18/2018	Exhibit A

RESOLUTION NO. 2018-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING THE CONFLICT OF INTEREST CODE
OF THE CASCADE UNION ELEMENTARY SCHOOL DISTRICT**

WHEREAS, the Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the County of Shasta is the code-reviewing body for the Cascade Union Elementary School District; and

WHEREAS, the Cascade Union Elementary School District has adopted a conflict of interest code, which is attached as Exhibit A and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta approves the conflict of interest code for the Cascade Union Elementary School District, which is attached as Exhibit A and incorporated herein.

DULY PASSED AND ADOPTED this 8th day of January, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisors
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Cascade Union ESD

Exhibit

Conflict Of Interest

E 9270

Board Bylaws

Conflict of Interest Code

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

**Designated Position/
Disclosure Category 1**
Governing Board Members
Superintendent
Business Manager

**Designated Position/
Disclosure Category 2**
Director
Principal
Supervisor
Dean of Students
Accounts Payable Coordinator
Payroll Accountant

**Designated Position/
Full Disclosure Category**
Governing Board Members
Superintendent

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval

5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Exhibit CASCAD E UNION ELEMENTARY SCHOOL DISTRICT

version: January 13, 2011 Anderson, California

revised: August 8, 2018, November 14, 2018

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - General Government-7.

SUBJECT:

Conflict of Interest Code for the Shasta Charter Academy/Shasta Secondary Home School, Inc.

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

Adopt a resolution which repeals Resolution No. 2010-005 and approves the Conflict of Interest Code for the Shasta Charter Academy/Shasta Secondary Home School, Inc.

SUMMARY

Government Code section 87300 mandates local government agencies to adopt and promulgate a Conflict of Interest (COI) code for each respective agency. Government Code section 87303 provides that a conflict of interest code shall not be effective until it has been approved by the code reviewing body. The Shasta Charter Academy/Shasta Secondary Home School, Inc., qualifies as a “local government agency” under Government Code section 82041. Government Code section 82011(b) defines the Board of Supervisors as the code reviewing body for local government agencies, other than city agencies, with jurisdiction wholly within the County.

DISCUSSION

As the Board of Supervisors is the “code reviewing body,” the Board of Supervisors approved the Shasta Charter Academy/Shasta Secondary Home School, Inc., code on January 12, 2010, pursuant to Resolution No. 2010-005. Government Code section 87306.5 requires the County, as the code reviewing body, in every even-numbered year, to direct every local agency to review its COI Code, and, if a change in its code is required, to submit an amended COI Code to the Board of Supervisors. The Clerk of the Board sent this 2018 Biennial Notice to the Shasta Charter Academy/Shasta Secondary Home School, Inc.

In response to the 2018 Biennial Notice, the Shasta Charter Academy/ Shasta Secondary Home School, Inc., determined a revision to their COI Code was necessary. The revised COI Code was approved by Shasta Charter Academy/Shasta Secondary Home School, Inc., on November 1, 2018, and the revised COI Code was forwarded to the Board of Supervisors for its approval. It is requested that the Board of Supervisors adopt a resolution which repeals Resolution No. 2010-005 and approves the COI Code of the Shasta Charter Academy/Shasta Secondary Home School, Inc.

ALTERNATIVES

The Board of Supervisors may choose not to approve the COI Code; however, this will leave the Shasta Charter Academy/Shasta Secondary Home School, Inc., out of compliance with Government Code section 87303 and the California Fair Political Practices Commission regulations.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the COI Code and is of the opinion that it satisfies the minimum statutory requirements for a COI Code.

FINANCING

There is no General Fund impact associated with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Shasta Charter Academy Resolution	12/10/2018	Shasta Charter Academy Resolution
Exhibit A	12/10/2018	Exhibit A

RESOLUTION NO. 2019-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING THE CONFLICT OF INTEREST CODE OF THE
SHASTA CHARTER ACADEMY/SHASTA SECONDARY HOME SCHOOL, INC.**

WHEREAS, the Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the County of Shasta is the code-reviewing body for the Shasta Charter Academy/Shasta Secondary Home School, Inc; and

WHEREAS, the Shasta Charter Academy/Shasta Secondary Home School, Inc has adopted a conflict of interest code, which is attached as Exhibit A and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta approves the conflict of interest code for the Shasta Charter Academy/Shasta Secondary Home School, Inc which is attached as Exhibit A and incorporated herein.

DULY PASSED AND ADOPTED this 8th day of January, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

RECEIVED

NOV 07 2018

CLERK OF THE BOARD

Shasta Charter Academy/ Shasta Secondary Home School, Inc.

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., Shasta Charter Academy/ Shasta Secondary Home School, Inc. ("SCA" or "Charter School") hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of Shasta Charter Academy, as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of Shasta Charter Academy including uncompensated governing board members, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit A."

Statements Filed with Shasta Charter Academy/ Shasta Secondary Home School, Inc: All Statements shall be supplied by Shasta Charter Academy/ Shasta Secondary Home School, Inc. All Statements shall be filed with Shasta Charter Academy/ Shasta Secondary Home School, Inc. Shasta Charter Academy/ Shasta Secondary Home School, Inc.'s filing official shall make and retain copies of the originals of all Statements and submit the originals to the Shasta County Board of Supervisors.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION


A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Executive Director, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

The Charter School shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Charter School enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Charter School's directors are directors and have a material financial interest).

APPROVED AND ADOPTED by the SCA/SSHS, Inc. Advisory Board of on the
1 day of November, 2018.



President, SCA/SSHS, Inc. Advisory Board
Dustin Warren

ATTEST:



Secretary to the SCA/SSHS, Inc. Advisory Board
Benjamin Claassen

**APPENDIX TO
CONFLICT OF INTEREST CODE OF
Shasta Charter Academy/ Shasta Secondary Home School, Inc.**

Preamble

Any person designated in Section I of this Appendix who is unsure of any right or obligation arising under this Code may request a formal opinion or letter of advice from the FPPC or an opinion from Shasta Charter Academy/ Shasta Secondary Home School, Inc.'s general counsel. (Gov. Code§ 83114; Title 2 Cal. Code of Regs. § 18730(b)(11).) A person who acts in good faith in reliance on an opinion issued to him or her by the FPPC shall not be subject to criminal or civil penalties for so acting, provided that all material facts are stated in the opinion request. (Gov. Code§ 83114(a).)

Opinions rendered by general counsel do not provide any statutory defense to an alleged violation of conflict of interest statutes or regulations. The prosecuting agency may, but is not required to, consider a requesting party's reliance on general counsel's opinion as evidence of good faith. In addition, Shasta Charter Academy/ Shasta Secondary Home School, Inc. may consider whether such reliance should constitute a mitigating factor to any disciplinary action that Shasta Charter Academy/ Shasta Secondary Home School, Inc. may bring against the requesting party under Government Code§ 91003.5.

I.

Designated Employees

<u>Designated Employees</u>	<u>Categories Disclosed</u>
Members of Advisory Board	1 through 3
Director/Principal	1 through 3
Chief Business Official	1 through 3
Consultants ¹	--

¹ With respect to consultants, the President may determine in writing that a particular consultant, although a "designated employee," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the written disclosure requirements described in these categories. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The President's determination is a public record and shall be retained for public inspection by Shasta Charter Academy/ Shasta Secondary Home School, Inc., in the same manner as this Conflict of Interest Code. Nothing herein excuses any such consultant from any other provision of this Conflict of Interest Code.

II.

Disclosure Categories

Category 1. Reportable Investments

A designated employee in this category shall report all reportable investments, as defined in Government Code § 82034, in business entities located in, doing business in, planning to do business in, or having done business in the previous two (2) years in Shasta County, which business entities operate or provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Shasta Charter Academy/ Shasta Secondary Home School, Inc.

Category 2. Reportable Interests in Real Property

A designated employee in this category shall disclose all interests in real property, as defined in Government Code §§ 82033 and 82035, that are within two (2) miles of any facility or real property owned or used by Shasta Charter Academy/ Shasta Secondary Home School, Inc.

Category 3. Reportable Income

A designated employee in this category shall disclose all income as defined in Government Code § 82030 of the designated employee from business entities or other sources located in, doing business in, planning to do business in, or having done business in the previous two (2) years in Shasta County during the reporting period which business entities operate or provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Shasta Charter Academy/ Shasta Secondary Home School, Inc..

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - General Government-8.

SUBJECT:

CSA No. 23-Crag View Water Repeal Urgency Ordinance

DEPARTMENT: Clerk of the Board

Supervisory District No. : 4

DEPARTMENT CONTACT: Kristin Gulling-Smith, Administrative Board Clerk (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

Enact an Ordinance of the Board of Supervisors of the County of Shasta Repealing Ordinance No. 742 Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act in County Service Area No. 23-Crag View Water.

SUMMARY

N/A

DISCUSSION

This ordinance was introduced at the Board of Supervisors regular meeting on December 11, 2018. After proper public notice pursuant to Government Code section 25124, the ordinance is being brought back to the Board of Supervisors for enactment.

ALTERNATIVES

The Board may decline to repeal the water conservation measures. The fiscal emergency has abated so water conservation and other austerity measures are no longer necessary.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the ordinance as to form.

FINANCING

As long as the CSA remains financially self-sufficient, there is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Ordinance Repealing Ord. 742 and Adopting Water Conservation Program	12/10/2018	Ordinance Repealing Ord. 742 and Adopting Water Conservation Program

ORDINANCE NO.

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING ORDINANCE NO. 742 DECLARING A WATER SHORTAGE
EMERGENCY AND A NECESSITY FOR A WATER CONSERVATION PROGRAM,
ADOPTING A WATER CONSERVATION PROGRAM, AND FINDING THAT THE
ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
IN COUNTY SERVICE AREA NO. 23-CRAG VIEW WATER**

WHEREAS, on June 5, 2018, the Shasta County Board of Supervisors adopted Ordinance No. 742 declaring a water shortage emergency and a necessity for a water conservation program, adopting a water conservation program, and finding that the actions are exempt from the California Environmental Quality Act in County Service Area- No. 23-Crag View Water; and

WHEREAS, due to the change in the previously impending financial inability to provide potable water with the adoption of a water rate increase effective December 11, 2018, and operative January 1, 2019, and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, *et. seq.*) (CEQA) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment pursuant to CEQA Guidelines §15061(b)(3). This ordinance is also exempt pursuant to CEQA Guidelines 15301 (Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), and there are no unusual circumstances under CEQA Guideline 15300.2(c).

The Board of Supervisors of the County of Shasta ordains as follows:

SECTION 1. Repeal

Ordinance Number 742 is hereby repealed in its entirety.

SECTION 2. Operative Date

This ordinance shall be operative November 1, 2018.

SECTION 3. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

Ordinance No.
January 8, 2019
Page 2 of 2

SECTION 4. Savings Clause

The adoption of this ordinance shall not in any manner affect any action or prosecution for violations of Ordinance No. 742, which violations were committed prior to the operative date hereof, or be construed as a waiver of any fee, charge, penalty, or fine required by or resulting from any such violations of Ordinance No. 742.

SECTION 5. California Environmental Quality Act

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*).

SECTION 6. Effective Date

This ordinance shall take effect and be in full force and effect 30 days after passage. The Clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 8th day of January, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisors Chimenti, Moty, Rickert, Morgan, and Baugh
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

LEONARD MOTY, 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: January 8, 2019

CATEGORY: Consent - General Government-9.

SUBJECT:

Signing County Claims List

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman or his/her designee to sign the County Claims list when Board of Supervisors meetings are canceled during the year 2019.

SUMMARY

N/A

DISCUSSION

It is an annual requirement for the Board to approve this authorization.

ALTERNATIVES

The Board could decline approval.

OTHER AGENCY INVOLVEMENT

None.

FINANCING

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - General Government-10.

SUBJECT:

Salary Resolution which amends the Shasta County Position Allocation List.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

DEPARTMENT CONTACT: Angela Davis, Director of Support Services, (530) 225-5515

STAFF REPORT APPROVED BY: Angela Davis, Director of Support Services, (530) 225-5515

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

RECOMMENDATION

Adopt a salary resolution, effective January 20, 2019, which amends the Shasta County Position Allocation List to reclassify positions within the Health and Human Services Agency, Adult Services branch as follows: From 1.0 Full Time Equivalent (FTE) Social Worker to 1.0 FTE Senior Social Worker.

SUMMARY

N/A

DISCUSSION

The proposed recommendation is a modification to the Shasta County Position Allocation List within the Health and Human Services Agency, Adult Services Branch. The recommendation is the result of a Position Classification Questionnaire received from an HHSA employee. The study of the position was completed using information contained in the Position Classification Questionnaire, interviews conducted with the employee, supervisor, and department head, as well as analysis of the job classification specifications. The primary focus in analyzing positions is to determine the current functions of the job and whether the position has had a significant change in duties, level of responsibilities, and/or qualifications. As a result of the analysis it is recommended the classification of Social Worker be reclassified to a Senior Social Worker. The involved employee and department head were made aware of the appeals process included in the classification analysis process; no appeal has been received.

ALTERNATIVES

The Board may choose not to approve this recommendation.

OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed by the County Administrative Office and the Health and Human Services Agency, Adult Services Branch.

FINANCING

Any costs associated with this change will be absorbed by the department’s budget.

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution - Health Services - MHSA Reclass	12/27/2018	Salary Resolution - Health Services - MHSA Reclass

SALARY RESOLUTION NO.**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

BE IT RESOLVED that effective January 20, 2019, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
HEALTH SERVICES – MHSA - Cost Center 404								
<u>FROM</u>								
Assistant Social Worker	C	1	1.0	1009	UPEC	418	3101	3958
Social Worker	C				UPEC	448	3589	4581
<u>TO</u>								
Senior Social Worker	C	1	1.0		UPEC	473	4055	5176

DULY PASSED AND ADOPTED this 8th day of January, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

_____, 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: January 8, 2019

CATEGORY: Consent - General Government-11.

SUBJECT:

Salary Resolution which amends the Shasta County Salary Schedule.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

DEPARTMENT CONTACT: Angela Davis, Director of Support Services, (530) 225-5515

STAFF REPORT APPROVED BY: Angela Davis, (530) 225-5515

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

RECOMMENDATION

Adopt a salary resolution, effective January 20, 2019, which updates footnote 72 to allow the Lead Personnel Assistant – Confidential classification to receive an additional five percent (5%) of base salary when assigned the responsibility of supervision in the Department of Support Services – Personnel Unit by the Director of Support Services.

SUMMARY

N/A

DISCUSSION

Footnote 72 currently allows Agency Staff Services Analyst I/II – Confidential to receive an additional five percent (5%) of base salary when assigned the responsibility of supervising the Personnel Unit by the Director of Support Services. Modifying the footnote to include the Lead Personnel Assistant – Confidential allows flexibility in assigning the responsibility of supervision based on current Personnel Unit structure and business need.

ALTERNATIVES

The Board may choose to not approve the recommendation.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

The department will absorb the financial impacts of the recommendation in their respective budget.

CC:

Larry Lees, County Executive Officer
Terri Howat, County Chief Financial Officer
Ayla Tucker, Administrative Analyst I
Shelley Forbes, Assistant Director of Support Services
Kari Hallstrom, Personnel Analyst II
Linda Mekelburg, Agency Staff Services Analyst II - Confidential
Melissa Mansfield, Agency Staff Services Analyst I– Confidential

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	12/17/2018	Salary Resolution

SALARY RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY SALARY SCHEDULE**

BE IT RESOLVED that effective January 20, 2019, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

Footnotes

FROM:

- 72 An employee in the classification of Agency Staff Services Analyst I/II-Confidential, who is assigned by the Director of Support Services the responsibility of supervision of the Department of Support Services, Personnel Unit, will receive an additional five percent (5%) of base salary.

TO:

- 72 An employee in the classification of Agency Staff Services Analyst I/II-Confidential or Lead Personnel Assistant-Confidential, who is assigned by the Director of Support Services the responsibility of supervision of the Department of Support Services, Personnel Unit, will receive an additional five percent (5%) of base salary.

BE IT FURTHER RESOLVED that effective January 20, 2019, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Equiv.</u> <u>Salary F</u> <u>Step</u>
<u>FROM</u>						
	Lead Personnel Assist-Conf	C	CONF	453	3714	4740
<u>TO</u>						
72	Lead Personnel Assist-Conf	C	CONF	453	3714	4740

Salary Resolution

January 8, 2019

Page 2 of 2

DULY PASSED AND ADOPTED this 8th day of January, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

,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: January 8, 2019

CATEGORY: Consent - Health and Human Services-12.

SUBJECT:

New agreement with Binti, Inc.

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

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Dianna L. Wagner, Branch Director, Children's Services

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Binti, Inc. in an amount not to exceed \$111,272 (paid in quarterly advance payments) to provide a Resource Family Approval recruitment webpage and applicant portal for the period date of signing through December 31, 2019, with two automatic one-year renewals.

SUMMARY

This agreement will allow Children's Services to provide a streamlined and user-friendly information and approval system for resource family applicants and staff.

DISCUSSION

Resource Family Approval (RFA) is the process resource families engage in to become approved as a foster parent and/or an adoptive parent for a child in California. RFA was enacted by legislation in 2017 and expanded through Senate Bill 1013 (Chapter 35, Statutes of 2012). Welfare and Institutions Code section 16519.5 requires the California Department of Social Services (CDSS), in consultation with county child welfare agencies, foster parent associations, and other interested community parties to implement a unified, family friendly and child centered resource family approval process to replace the existing multiple processes for licensing foster family homes, certifying foster homes by licensed foster family agencies, approving relatives and nonrelative extended family members as foster care providers, and approving guardians, and adoptive families.

Resource Family Approval is a child-centered approval process that replaces previous approval processes and combines elements of previous requirements including foster parent licensing, relative, adoption, and guardianship approval. The RFA process eliminates duplication; unifies approval standards for all caregivers; includes a comprehensive psychosocial assessment, home environment check and training for all families and relatives; prepares families to better meet the needs of vulnerable children in the foster care system; and allows a seamless transition to permanency. The Health and Human Services Agency (HHS), Children's Services Branch has been implementing RFA standards since January 2017. The current CDSS Case Management System does not track all pieces of the RFA process leading to inaccurate data collection and unnecessary

duplication.

The website developed by Binti, Inc. teaches potential families about the resource family approval process and gives prospective resource families the ability to apply online through a convenient and secure applicant portal. The online application portal allows the HHSA Children’s Services Branch to approve resource families faster by automating the tracking of background checks, required forms, and training hours. In addition to reducing staff time producing the state required monthly and quarterly reports, the tool allows for customizable reports from data gathered that will help HHSA Children’s Services Branch gain insight into process, barriers, and trends. Binti has been providing these services to 32 counties throughout California since 2016 with positive feedback and outstanding customer service. Binti customizes the webpage and resource family approval documents to meet each county’s needs.

The Children’s Services Branch informally researched alternative options to meet recent CDSS and RFA regulations and found Binti, Inc. to be the only company providing the necessary level of comprehensive services. Advance payments are typical for this type of subscription service and benefits the department with ongoing enhancements, updates, and maintenance. As discussed in Administrative Policy 6-101, *Shasta County Contracts Manual*, advance payments in this agreement are less than 25% of the total contract amount and are each under \$10,000 resulting in there being no requirement to establish a separate interest-bearing account and no conditions for a fidelity bond have been made.

ALTERNATIVES

The Board may choose not to approve the recommendation.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Children’s Services Branch Fiscal Year 2018-19 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement, and sufficient budget authority will be included in future fiscal year budget requests. These services are funded through the Child Welfare Services allocation (BU 501), which requires a County share of cost met largely through Realignment. No additional County General Funds are requested.

ATTACHMENTS:

Description	Upload Date	Description
Binti Inc. Agreement	12/21/2018	Binti Inc. Agreement

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

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, Children's Services Branch, a political subdivision of the State of California (County) and Binti, Inc. a California Corporation (Consultant) for the purpose of foster care recruitment website, database software license, and website hosting services (collectively, the "Parties" and individually a "Party").

Section 1. DEFINITIONS.

Authorized Users - A person authorized by County to access the County's Website and utilize the SaaS Application, including any County employee, consultant, or agent, or any other individual or entity authorized by County.

County Data - As used in either **EXHIBIT A, SaaS IMPLEMENTATION AND TRAINING SERVICES** or **EXHIBIT B, SaaS APPLICATION AND HOSTING SERVICES DESCRIPTION** both herein attached and incorporated, that data as described in Section 2 of this agreement which includes: (a) County's data collected, used, processed, stored, or generated as the result of the use of the SaaS Services; and, (b) personally identifiable information (PII) collected, used, processed, stored, or generated as the result of the use of the SaaS Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein; and (c) any protected health information (PHI). County Data shall be known and treated by Consultant as information that is confidential, protected, and secure pursuant to all applicable federal, state, and local laws.

County Portal (Portal) - An electronic gateway to a secure entry point via Consultant's Website at <https://family.binti.com> that allows County and its Authorized Users to log in to an area where they can view and download information or request assistance regarding the SaaS Application and Services.

Consultant's Website - The Website that provides Authorized User access to the SaaS Application Services.

Custom Enhancement - Any improvement, modification, or addition that, when made or added to the Software, changes its utility, efficiency, functional capability or application.

Cybersecurity - The process of protecting information by preventing, detecting, and responding to cyber-attacks.

Data Breach - Means any access, destruction, loss, theft, use, modification, or disclosure of County Data by an unauthorized party or that is in violation of the terms of this agreement, and/or applicable local, state or federal law.

Detect - Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.

Disabling Code - Computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries, and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the County's access to the SaaS Services through the Consultant's Website and/or Authorized User's processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Documentation - Technical publications relating to use of the SaaS Application, such as reference, administrative, maintenance, and programmer manuals, provided by Consultant to County. The Documentation will accurately and completely describe the functions and features of the SaaS Application and Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the SaaS Application and Services. County shall have the right to make any number of additional copies of the Documentation at no additional charge.

End User - Any Authorized User authorized by County to access the Consultant's Website and utilize the SaaS Application and Services.

Hosted Provider - The data center(s) which will be used to host the SaaS Application as further described in **EXHIBIT B**.

Hosted Solution(s) - The Software, systems, and servers which reside at the Consultant's facility or Consultant's chosen third party hosting sites that meet the specifications described in **EXHIBIT B**.

Internet - The term "internet" shall mean that certain global network of computers and devices commonly referred to as the "internet," including (without limitation) the World Wide Web.

Open Source Software - Software with either freely obtainable source code, license for modification, or permission for free distribution.

Performance Credit - As used herein, **EXHIBITS A and B**, that cost credit due to County from Consultant with regard to Consultant's service level obligations attached and incorporated herein as **EXHIBIT C, SERVICE LEVEL OBLIGATIONS**.

Precedence - Notwithstanding the terms of any other document executed by the Parties as a part of this agreement, the terms of this agreement and its exhibits shall control over any discrepancy, inconsistency, gap, ambiguity, or conflicting terms set forth in any other Consultant pre-printed document.

Primary Environment - Consultant's primary data center for providing Hosted Solution(s).

Resource Family - An adult or set of adults that serve as foster parents.

Resource Family Approval (RFA) - The process for Resource Families to be approved to become a foster parent and/or an adoptive parent for a child in California. Relative and non-relative caregivers undergo the same application and approval process.

SaaS Application - The licensed and hosted computer program residing on Consultant's servers that provides the Services described in **EXHIBIT A**, and that may be accessed by Authorized Users through the Internet.

SaaS Implementation and Training Services - Services identified in **EXHIBIT A** by which the Consultant will implement all necessary Software configurations and modules necessary to make the SaaS Application available and accessible to County.

SaaS Issue - A problem with the SaaS Services identified by the County, which requires a response by Consultant to resolve.

SaaS Maintenance Acceptance Period - That period of time during which to test any maintenance changes to the SaaS Services prior to Consultant introducing such maintenance changes into production.

SaaS Maintenance Services - Activities to investigate, resolve SaaS Application and Services issues and correct product bugs arising from the use of the SaaS Application and Services in a manner consistent with the published specifications and functional requirements defined by Consultant and identified by County during implementation.

SaaS Services - The provision by Consultant of the SaaS Services where Consultant's servers host the SaaS Application to perform the functionality listed in the Documentation and services described in **EXHIBITS A and B**.

SaaS Severity Level - A designation of the effect of a SaaS Issue on the County. The Severity of a SaaS Issue is initially defined by the County and confirmed by Consultant. Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Consultant's analysis of and County's agreement about, impact to County's business.

SaaS Software - Those SaaS licensed programs and associated Documentation licensed to County by Consultant as listed in this agreement and exhibits and any modification or upgrades or modifications to the services and program(s) provided under this agreement.

SaaS Software Error - Any failure of SaaS Software to conform in all material respects to the requirements of this agreement or Consultant's published specifications. Any nonconformity resulting from County's misuse, improper use, alteration, or damage of the SaaS Software, the combination of the SaaS Software with any hardware or software not supplied by or authorized by

Consultant, shall not be considered a SaaS Software Error.

SaaS Software Error Correction - Either a modification or addition that, when made or added to the SaaS Software, brings the SaaS Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the SaaS Software, avoids the practical adverse effect of such nonconformity.

SaaS Software Revision - An update to the current SaaS Software Version of the SaaS Software code which consists of minor enhancements to existing features and code corrections. SaaS Software Revision services are provided and the associated costs are included with the annual service payments made by County to Consultant for the SaaS Service.

SaaS Software Version - The base or core version of the SaaS Software that contains significant new features and significant fixes and is available to the County. SaaS Software Versions may occur as the SaaS Software architecture changes or as new technologies are developed. All SaaS Software Versions are provided and included as part of this agreement upon request and approval from County for the upgrade.

Scheduled SaaS Maintenance - The time (in minutes) during the month, as measured by Consultant, in which access to the SaaS Services is scheduled to be unavailable for use by the County due to planned system maintenance and major version upgrades.

Software - The software identified in **EXHIBIT B**, including the SaaS Software and Consultant-provided Third Party Software. All Software, Third-Party Software, revisions, and versions provided by Consultant shall be subject to the terms and conditions of this agreement, including any amendments thereto.

Successor Service Provider - A new service provider, if any, selected by County in the event the SaaS Services are terminated under this agreement.

Third Party Software – The software described in **EXHIBIT B** as “Third Party Software-Included in this agreement”.

Transition Services - That assistance reasonably requested by County to effect the orderly transition of the SaaS Services, in whole or in part, to County or to Successor Service Provider.

Section 2. RESPONSIBILITIES OF CONSULTANT.

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

- A. Grant County and Authorized Users a non-exclusive, non-transferable, non-sublicense able, royalty-free, and worldwide license to access, display, and execute the SaaS Application and SaaS Services during the term of this agreement and any renewals thereof, if any. County acknowledges that it is solely responsible for ensuring that its Authorized Users comply with this agreement, and any breach of this agreement by its Authorized Users will be deemed a breach of this agreement by County.

- B. Not require a “click to accept” agreement for the County and/or Authorized Users’ access to the SaaS Services or Consultant's Website and no “terms of use” or “privacy policy” referenced therein or conditioned for use of the SaaS Services or Consultant’s Website shall apply. Only the provisions of this agreement and its exhibits as amended from time to time shall apply to County and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that County and/or each Authorized User may be required to click "Accept" as a condition of access to the SaaS Services through the Consultant's Website, but the provisions of such “click to accept” agreements and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for County and/or each such Authorized User.
- C. Permit access and use of Consultant’s SaaS Application Program Interfaces (API’s) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future County systems and infrastructure. For purposes of this agreement, such development shall be deemed an authorized modification but will not be supported by Consultant. Functionality and compatibility of County developed macros will be sole responsibility of County. Any such macros or user interfaces developed by County shall become the property of County. All flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.
- D. Designate a point of contact who shall be accessible to County by telephone throughout the duration of the agreement.
- E. Consultant shall perform all of the services in both **EXHIBIT A**, and **EXHIBIT B**, and the following:
 - (1) Provide all hardware, software, and other equipment at Consultant’s hosting site (or its hosting service provider’s hosting site) as described in **EXHIBIT B** or any description of services (and any applicable disaster recovery site) as necessary to host and deliver the SaaS Application and described in **EXHIBITS A and B**.
 - (2) Provide Authorized User access to the SaaS Application and Services pursuant to Section 2. A., B. and C.
 - (3) Comply with **EXHIBIT C** and acknowledge that it is mutually agreed and understood that the Service Level Obligations identified in **EXHIBIT C** will be applied beginning on the first full calendar month following the County’s acceptance of the SaaS Application and Services.
 - (4) Maintain the correct operation of the SaaS Application and Services, Consultant's Website, and provide SaaS Maintenance Services and support services as specified in this agreement.

- (5) Provide telephone support for Authorized Users in the operation of the SaaS Application and Services.
 - (6) Provide Disaster Recovery Services described in Section 14 (Force Majeure) and having at all times, one member of the Consultant's engineering team is standing by and another is on-call, ready to respond to incidents. In the event of a massive failure at the primary data center, have a script to stand up a full set of infrastructure at the backup data center. Ensure the procedure can be performed by a single member of the Consultant's engineering team, takes less than 90 minutes, and is tested at least once every 30 days.
- F. After County has obtained access to the SaaS Application and Services, and subsequent to each SaaS software version upgrade, revision, and patch as further outlined in **EXHIBIT A** County and Consultant shall conduct user acceptance testing as outlined in **EXHIBITS A and B**, as the case may be, to verify that the SaaS Application and Services substantially conform to the specifications contained therein (Acceptance Criteria). In the event that the County determines that the SaaS Services do not meet such specifications, the County shall notify the Consultant in writing, and Consultant shall modify or correct the SaaS Services so that it satisfies the Acceptance Criteria. The date of acceptance will be that date upon which County provides Consultant with written notice of compliance with the Acceptance Criteria or upon launch of the SaaS Application to the general public. If the County notifies Consultant after the acceptance testing period that the SaaS Services do not meet the Acceptance Criteria, then County shall be entitled to terminate this agreement and shall have no further payment obligation under this agreement as of the date of termination.
- G. Deliver completed Documentation in electronic format for the SaaS Application and Services at the time it gives County access to the SaaS Application and Services. The County may withhold its issuance of the notice of final Acceptance until County receives the completed Documentation.
- H. Provide training for the SaaS Application and Services through a demonstration video available to Authorized Users. Consultant will provide up to 25 hours of in-person or video training up-front, in addition to ongoing support defined in other parts of this agreement.
- I. Failure or refusal of Consultant to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to County, this agreement may be terminated by County upon 10 days written notice. Such termination does not waive any other legal remedies available to County.

- J. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County.
- (1) Consultant is provided a limited non-exclusive license to use the County Data only to the extent necessary to provide SaaS Services and not for Consultant's own purposes or later use.
- a. Consultant shall:
- i. Keep, protect, and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this agreement and applicable law to avoid unauthorized access, use, disclosure, or loss;
 - ii. Use and disclose County Data solely and exclusively for the purpose of providing the SaaS Services, such use and disclosure being in accordance with this agreement and applicable law; and
 - iii. Not conduct data mining, sell, rent, transfer, distribute, create derivative works, or otherwise disclose or make available County Data for Consultant's or Consultant's Third-Parties' own purposes or for the benefit of anyone other than County without County's prior written consent.
 - iv. Consultant retains all right, title and interest, including all intellectual property rights, in and to the platform (including all updates) and all aggregated and de-identified information that Consultants systems or applications automatically collect regarding use of the platform and its performance (Diagnostic Data) which, notwithstanding anything to the contrary, Consultant may fully exploit.
- K. County shall have access to County Data 24-hours a day, seven days a week. Consultant shall, within five business days of County's request, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Consultant), an extract of the County Data in a mutually agreed upon machine readable format.
- L. As a part of the SaaS Services, Consultant is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event that the SaaS Services may be interrupted. Unless otherwise described in **EXHIBITS A and B**, Consultant shall maintain a contemporaneous backup of County Data that can be recovered within the requirements in this agreement and as outlined in **EXHIBIT C** and maintaining the security of County Data as further described herein. Consultant's backup of County Data shall not be considered in calculating storage used by County.

- M. In the event of any Data Breach, act, error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, protection, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Consultant that relate to the protection of the security, confidentiality, protection, or integrity of County Data, Consultant shall, as applicable:
- (1) Notify County as soon as practicable but no later than 24 hours of becoming aware of such occurrence;
 - (2) Cooperate with County in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County;
 - (3) In the case of PII and PHI, at County's sole election:
 - a. Notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or
 - b. Reimburse County for any costs in notifying the affected individuals;
 - (4) In the case of PII and PHI, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than 18 months following the date of notification to such individuals;
 - (5) Perform or take any other actions required to comply with applicable law as a result of the occurrence;
 - (6) Without limiting Consultant's obligations of indemnification as further described in this agreement, indemnify, defend, and hold harmless County for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence;
 - (7) Recreate lost County Data in the manner and on the schedule set by County without charge to County; and
 - (8) Provide to County a detailed plan within 10 calendar days of the occurrence describing the measures Consultant will undertake to prevent a future occurrence.
 - (9) Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum:

name and contact information of Consultant's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Consultant has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Consultant.

N. Warranties:

- (1) Each Party hereby warrants to the other Party that it is authorized to enter into this agreement and that its performance thereof will not conflict with any other agreement.
- (2) Consultant hereby warrants that when fully implemented, the SaaS Application to be configured and provided under this agreement shall perform in accordance with the Specifications applicable thereto. With respect to all Services to be performed by Consultant under this agreement, including **EXHIBIT A**, and **EXHIBIT B**, Consultant warrants that it will use reasonable care and skill. All services shall be performed in a professional, competent, and timely manner by Consultant personnel appropriately qualified and trained to perform such services. In the event of a breach of the foregoing warranty relating to any service under this agreement within 12 months from the date of the providing of such services, Consultant shall, at its sole cost and expense, re-perform such services. Re-performance of such services shall be Consultant's sole liability.
- (3) Consultant represents and warrants that the SaaS Application and Services specified in this agreement and all updates and improvements to the SaaS Application and Services will comply in all material respects with the Specifications and representations specified in the Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth: (i) herein or in any amendment hereto, and (ii) the updates thereto. In the event of a breach of the foregoing warranty, Consultant shall, at its sole cost and expense repair or replace the applicable part(s) of the SaaS Application and/or SaaS Services to bring it/them into compliance with this Section 2. O. (3).
- (4) Consultant represents and warrants to County that it is the lawful owner or license holder of all Software, materials, and property identified by Consultant as Consultant-owned and used by it in the performance of the SaaS Services contemplated hereunder and has the right to permit County access to or use of the SaaS Application and Services and each component thereof. To the extent that Consultant has used Open Source Software (OSS) in the development of the SaaS Application and Services, Consultant

represents and warrants that it is in compliance with any applicable OSS license(s) and is not infringing.

- (5) Consultant represents and warrants that the SaaS Application and Services, and any information, reports, or other materials provided to Authorized Users as a result of the operation of the SaaS Application and Services, including future enhancements and modifications thereto, shall be free of any Disabling Code at the time of their receipt by Authorized Users.
- O. Provide all hardware, software, and other equipment at Consultant's hosting site (or its hosting service provider's hosting site) as described in **EXHIBIT B** or any description of Services (and any applicable disaster recovery site) as necessary to host and deliver the SaaS Application and Services described in **EXHIBITS A and B**.
- P. During the term of the agreement, Consultant will provide upon written request of the County, the Standards for Attestation Engagements (SSAE) 16, Service Organization Control (SOC) 2 and/or SOC 1 audit report (Audit Reports) it receives from its hosting service provider as follows: (a) the Audit Reports will include a 180-day testing period; and (b) the Audit Reports will be available to County no later than 30 days after they are received by Consultant. Upon County's written request, Consultant will provide a so-called "negative assurance opinion" to County as soon as said opinion is received from Consultant's hosting service provider. Consultant shall on a semi-annual basis, and otherwise as reasonably requested by County: (i) provide the foregoing Audit Reports to County, and (ii) request such "negative assurance opinions" on County's behalf. Consultant shall implement reasonably required safeguards as identified by County or by any audit of Consultant's data privacy and information security program.
- Q. Consultant shall provide in writing Consultant's procedure to resolve client grievances pertinent to the services provided in this agreement.
- R. Consultant's shall ensure that their subcontractors are eligible to receive federal monies associated with this agreement by conducting monthly suspension and debarment checks. Monthly verifications will be provided upon County's request.

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. Monitor Consultants performance to assure compliance with the terms, conditions, and specifications of this agreement including but not limited to:
 - (1) Timely submission of complete and accurate:

- a. Invoices;
 - b. Insurance renewal documentation; and
 - c. Suspension checking verification.
- C. Evaluate Consultant's quality of services and outcomes based on, but not limited to the following criteria as determined solely by the County:
 - (1) Support access and resolution times;
 - (2) Training delivery; and
 - (3) Database and website delivery on time and accurately reflects requested specifications of County.
- D. Acknowledge that title to each SaaS Application and SaaS Services shall at all times remain with Consultant, and that County has no rights in the SaaS Application or SaaS Services except those expressly granted by this agreement. County agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Licensed SaaS Application or any related materials or Documentation.
- E. Designate a point of contact who shall be accessible to Consultant by telephone throughout the duration of the agreement.
- F. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County.

Section 4. COMPENSATION.

- A. Consultant shall be paid for services rendered pursuant to this agreement and as described in Section 4. C.
- B. In no event shall the maximum compensation exceed \$111,272 for the entire term of this agreement.
- C. No charges shall be incurred under this agreement nor shall any payments become due to Consultant until reports, services, or both, required under this agreement are received from Consultant and approved by County as being in accordance with this agreement. County may withhold payment to Consultant in any instance in which Consultant has failed or refused to satisfy any material obligation provided for under this agreement. In no event shall County be liable for interest or late charges for any late payments.
 - (1) SaaS Implementation and Training Services shall be rendered as outline in **EXHIBIT A**. SaaS Application and Hosted Services shall be rendered as outlined in **EXHIBIT B**. Compensation for services rendered pursuant to

EXHIBITS A and B shall be made in quarterly advance payments for use of the software for the quarter following payment.

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

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to HHSA Business and Support Service, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 for the pre-paid services provided as prescribed in Section 2, an itemized statement or invoice of quarterly services to be rendered by January 1, 2019 for the first payment due and all subsequent invoices by the first day of March, June, September, and December. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. The quarterly fee schedule for services provided pursuant to this agreement are as follows:
 - (1) 2019: \$9,000 due on February 1, April 1, July 1, October 1.
 - (2) 2020: \$9,270 due on January 1, April 1, July 1, October 1.
 - (3) 2021: \$9,548 due on January 1, April 1, July 1, October 1.
- C. Compensation under this agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable Consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- D. Payment by County, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. Software, components, or workmanship that do not conform to the requirements of this agreement may be rejected by County and in such case must be replaced by Consultant without delay.
- E. 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.

- F. By executing this agreement, Consultant certifies that Consultant is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Consultant acknowledges that this certification of eligibility to receive federal funds is a material terms of the agreement.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall begin as of the last date it has been signed by both parties and shall end December 31, 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 7. TERMINATION OF AGREEMENT.

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

any other cause beyond Party's control.

- E. County's right to terminate this agreement may be exercised by the County's Executive Officer, HHSA Director (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, photographs, 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.
- H. Upon expiration or termination of the SaaS Services under this agreement:
 - (1) Consultant may immediately discontinue the SaaS Services and County shall immediately cease accessing the SaaS Application and Services. Consultant shall within five calendar days of the expiration or termination of the SaaS Services return County's data in an agreed-upon machine readable format. This provision shall also apply to all County Data that is in the possession of subcontractors, agents or auditors of Consultant. Such data transfer shall be done at no cost to the County. Once Consultant has received written confirmation from County that County's Data has been successfully transferred to County, Consultant shall within 30 calendar days' purge or physically destroy all County Data from its hosted servers or files and provide County with written certification within five calendar days that such purge and/or physical destruction has occurred. Secure disposal shall be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.
 - (2) Consultant shall provide to County and/or Successor Service Provider assistance requested by County to affect the orderly transition of the SaaS Services, in whole or in part, to County or to Successor Service Provider. During the transition period, SaaS and County Data access shall continue to be made available to County without alteration. Such Transition Services shall be provided on a time and materials basis if the County opts to return to its own servers or County chooses a Successor Service Provider. Transition costs may include: (a) developing a plan for the orderly transition of the terminated SaaS Services from Consultant to Successor Service Provider; (b) if required, transferring the County Data to Successor Service Provider; (c) using commercially reasonable efforts to assist County in acquiring any necessary rights to legally and physically access and use any third-party technologies and Documentation then being used by Consultant in connection with the Services; (d) using commercially reasonable efforts to make available to County, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Consultant in

connection with the SaaS Services; and, (e) such other activities upon which the Parties may agree. Notwithstanding the foregoing, should County terminate this agreement due to Consultant's material breach, County may elect to use the Services for a period of no greater than six months from the date of termination at a reduced rate of 20 percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this agreement shall apply to the Transition Services. This Section shall survive the termination of this agreement.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and 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 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.
- E. The following attachments, appendices and exhibits are hereby attached and incorporated into this agreement as though fully set forth herein and together form the complete agreement between the Parties:

Exhibits

- (1) SaaS Implementation and Training Services – Exhibit A
- (2) SaaS Application & Hosting Services – Exhibit B
- (3) Service Level Obligations – Exhibit C

Section 9. NONASSIGNMENT OF AGREEMENT.

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 services to be performed by Consultant are personal in character and neither this agreement nor any duties or obligations hereunder may be assigned or delegated by the Consultant unless first approved by County by written instrument executed and approved in the same manner as this agreement; Consultant may assign this agreement to a successor in its sole discretion in connection with a reorganization, consolidation, merger, acquisition or sale of all or substantially all of its assets or the business to which this agreement relates, provided that Consultant provides County with prior written notice and provided that Assignee agrees to the terms and conditions of this agreement without any changes.

Section 10. NON-WAIVER OF RIGHTS.

The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

Section 11. 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 12. INDEMNIFICATION.

- A. **General 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.

- B. Infringement Indemnification.** Without limiting Consultants obligations of indemnification, as further described in the agreement, if notified promptly in writing of any judicial action brought against County based on an allegation that County's use of the SaaS Application and Services infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Consultant will hold County harmless and defend such action at its own expense. Consultant will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Consultant shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against County based on an allegation that County's use of the SaaS Application and/or Services constitutes Infringement, Consultant will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Consultant shall have sole control of the resolution of any such claim and all negotiations for its settlement. In the event a final injunction is obtained against County's use of the SaaS Application and Services by reason of Infringement, or in Consultant's opinion County's use of the SaaS Application and Services is likely to become the subject of Infringement, Consultant may at its option and expense: (a) procure for County the right to continue to use the SaaS Application and Services as contemplated hereunder, (b) replace the SaaS Application and Services with a non-infringing, functionally equivalent substitute SaaS Application and Services, or (c) suitably modify the SaaS Application and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the

SaaS Application and Services. If none of these options is reasonably available to Consultant, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either Party hereto and Consultant shall refund to County all amounts paid under this agreement for the license of such infringing SaaS Application and/or Services. Any unauthorized modification or attempted modification of the SaaS Application and Services by County or any failure by County to implement any improvements or updates to the SaaS Application and Services, as supplied by Consultant, shall void this indemnity unless County has obtained prior written authorization from Consultant permitting such modification, attempted modification or failure to implement. Consultant shall have no liability for any claim of Infringement based on County's use or combination of the SaaS Application and Services with products or data of the type for which the SaaS Application and Services was neither designed nor intended to be used.

Section 13. 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. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000

for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Consultant is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.

- E. 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.
- F. 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 14. FORCE MAJEURE.

- A. **Liability.** No Party shall be liable for any default or delay in the performance of its obligations under this agreement: (i) if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"), (ii) provided the non-performing Party is without fault in causing reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means (including, with respect to Consultant, by meeting its obligation for performing disaster recovery services as described in Section 14D.

- B. **Duration.** In such event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.
- C. **Effect.** If any event under Section 14 A, above substantially prevents, hinders, or delays performance of the Services as critical for more than 15 consecutive days, then at County's option: (i) County may terminate any portion of this agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) County may terminate this agreement without liability to County or Consultant as of a date specified by County in a written notice of termination to Consultant. Consultant shall not have the right to any additional payments from County for costs or expenses incurred by Consultant as a result of any force majeure condition that lasts longer than three days.
- D. **Disaster Recovery.** In the event of a disaster, as defined below, Consultant will be responsible for providing disaster recovery services in accordance with the provisions of the disaster recovery plan in Section 2 E. (6), or as otherwise set forth in this agreement or any Statement of Work. Notwithstanding Section 14 A, a Force Majeure Event shall not excuse Consultant of its obligations for performing disaster recovery services as provided in this Section. In the event that a disaster occurs and Consultant fails to restore the hosting services within 24 hours of the initial disruption to Services, County may, in its discretion, deem such actions to be a material default by Consultant incapable of cure, and County may immediately terminate this agreement. For purposes of this agreement, a "disaster" shall mean an interruption in the hosting services or the inability of Consultant to provide County with the SaaS Application and hosting services for any reason that could not be remedied by relocating the SaaS Application and hosting services to a different physical location outside the proximity of its primary data center.

Section 15. NONDISCLOSURE.

- A. Subject to any state open records or freedom of information statutes, and any other applicable laws, County agrees that it shall treat the SaaS Services with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the SaaS Services are Accepted by the County until the SaaS Services are terminated as provided herein. The obligations of the County set forth above, however, shall not apply to the SaaS Services, or any portion thereof, which is:
- (1) Now or hereafter becomes publicly known;

- (2) Disclosed to the County by a third party which the County has no reason to believe is not legally entitled to disclose such information;
- (3) Known to the County prior to its receipt of the Licensed SaaS Application and Services;
- (4) Subsequently developed by the County independently of any disclosures made hereunder by Consultant;
- (5) Disclosed with Consultant's prior written consent; or
- (6) Disclosed by Consultant to a third party without similar restrictions.

Section 16. 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 17. NOTIFICATION OF LEGAL REQUESTS.

Consultant shall immediately notify County upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to County's Data under this agreement, or which in any way might reasonably require access to County's Data. Consultant shall not respond to subpoenas, service of process, and other legal requests related to County without first notifying County.

Section 18. 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 keep itself fully informed of the County's ordinances and of all state, and federal laws in any manner affecting the performance of this agreement, and must at all times comply with such local, ordinances, and all applicable laws.

- 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 recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- E. 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).
- F. Consultant acknowledges that pursuant to the Federal Drug Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on County premises. Consultant agrees that any violation of this prohibition by the Consultant, its employees, agents or assigns shall be deemed a material breach of the agreement.
- F. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- G. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 19. 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 20. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any data, 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 21. 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 22. 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 23. 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 24. SUBCONTRACTING.

Consultant is prohibited from subcontracting this agreement or any part of it unless such subcontracting is first approved by County in writing. Neither Party shall, on the basis of this agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Notwithstanding anything in this agreement to the contrary, any hosting provider used by

Consultant does not constitute a subcontractor under this agreement.

Section 25. 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 26. 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 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 HHSA
Children's Service Branch
Branch Director
Attn: Contract Unit
1313 Yuba Street
Redding, CA 96001
P: (530) 225-5757
F: (530) 225-5190

If to Consultant: Binti, Inc.
Felicia Curcuru
Co-Founder & Chief Executive Officer
1625 Clay St. Suite 600
Oakland, CA 94612
P: (732) 547-3957
Felicia@binti.com

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 26 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 27. 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 28. 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 29. 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 30. 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 31. 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 32. 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 33. PROPRIETARY OR CONFIDENTIAL INFORMATION.

- A. **Proprietary or Confidential Information of County.** Consultant understands and agrees that, in the performance of the work or services under this agreement may involve access to County Data which is confidential County information

including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such 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, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); and the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164). Consultant and any subcontractors or agents shall use such information only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of Proprietary or Confidential Information and only as necessary in the performance of this agreement. Consultant's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of Proprietary or Confidential Information shall be deemed a material breach and County may terminate the agreement. In addition to termination or any other remedies set forth in this agreement or available in equity or law, the County may bring a false claim action against the Consultant pursuant to Chapters 6 or 21 of the Administrative Code, or debar the Consultant for any breach of this Section 33. Consultant agrees to include all of the terms and conditions regarding Proprietary or Confidential Information contained in this agreement in all subcontractor or agency contracts providing services under this agreement.

- B. **Obligation of Confidentiality.** Subject to any state open records or freedom of information statutes, and any other applicable laws, the Parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a Party who have a need to know in connection with this agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this agreement. The Parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- C. **Nondisclosure.** The receiving Party of proprietary or Confidential Information agrees and acknowledges that it shall have no proprietary interest in the Confidential Information and will not disclose, communicate nor publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this agreement or as otherwise authorized in writing by the disclosing Party, any of the Confidential Information it produces, receives, acquires or obtains from the disclosing Party. The receiving

Party shall take all necessary steps to ensure that the Confidential Information is securely maintained. The receiving Party's obligations set forth herein shall survive the termination or expiration of this agreement. In the event the receiving Party becomes legally compelled to disclose any of the Confidential Information, it shall provide the disclosing Party with prompt notice thereof and shall not divulge any information until the disclosing Party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by the disclosing Party are unsuccessful, or the disclosing Party otherwise waives its right to seek such remedies, the receiving Party shall disclose only that portion of the Confidential Information which it is legally required to disclose.

- D. **Cooperation to Prevent Disclosure of Confidential Information.** Each Party shall use its best efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party shall advise the other Party immediately in the event either Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this agreement and each Party will cooperate with the other Party in seeking injunctive or other equitable relief against any such person.
- E. **Remedies for Breach of Obligation of Confidentiality.** Each Party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of County, at the sole election of County, the immediate termination, without liability to County, of this agreement.
- F. **Surrender of Confidential Information upon Termination.** Upon termination of this agreement, in whole or in part, each Party shall, within five calendar days from the date of termination, return to the other Party any and all Confidential Information received from the other Party, or created or received by a Party on behalf of the other Party, which are in such Party's possession, custody, or control; provided, however, that Consultant shall return County Data to County following the timeframe and procedure described further in this agreement. Should Consultant or County determine that the return of any Confidential Information, other than County Data, is not feasible, such Party shall destroy the Confidential Information and shall certify the same in writing within five calendar days from the date of termination to the other Party, pursuant to Section 7. H. of this agreement.
- G. **Data Security.** Consultant shall at all times during the Term provide and maintain up-to-date security with respect to: (a) the Services, (b) the Consultant's Website, (c) Consultant's physical facilities, and (d) Consultant's networks, to prevent unauthorized access or "hacking" of County's Data. Consultant shall provide security for its networks and all internet connections consistent with best practices

observed by well-managed SaaS working in the financial services industry, and will promptly install all patches, fixes, upgrades, updates, and new versions of any security software it employs. Consultant will maintain appropriate safeguards to restrict access to County's Data to those employees, agents or service providers of Consultant who need the information to carry out the purposes for which it was disclosed to Consultant. For information disclosed in electronic form, Consultant agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Secure Socket Layer (SSL) encryption, or most current industry standard encryption, intrusion detection or similar barriers) and password protected access to the County's Confidential Information and hosted Data. For information disclosed in written form, Consultant agrees that appropriate safeguards include secured storage of County's Data. County's Data shall be encrypted at rest, in use, and in transit with controlled access. Consultant also will establish and maintain any additional physical, electronic and procedural controls and safeguards to protect the County's Data from unwarranted disclosure. Consultant shall certify to the County compliance with the following (as periodically amended or updated):

- (1) The California Information Practices Act (Civil Code §§ 1798 et seq);
- (2) NIST Special Publication 800-53 Revision 4 or its successor;
- (3) Privacy provisions of the Federal Privacy Act of 1974; and
- (4) All other applicable industry standards and guidelines, including but not limited to relevant security provisions of the Payment Card Industry (PCI) Data security Standard (PCIDS) including the PCIDSS Cloud Computing Guidelines.

H. **Undertaking by Consultant.** Without limiting Consultant's obligation of confidentiality as further described herein, Consultant shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the County Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the County Data; (iii) protect against unauthorized disclosure, access to, or use of the County Data; (iv) ensure the proper disposal of County Data; and, (v) ensure that all of Consultant's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Consultant's data privacy and information security program be less stringent than the safeguards used by County.

I. **County's Right to Termination for Deficiencies.** County reserves the right, at its sole election, to immediately terminate this agreement without limitation and without liability if County reasonably determines that Consultant fails or has failed to meet its obligations under this Section.

- J. **Data Transmission.** The Consultant shall ensure that all electronic transmission or exchange of system and application data with County and/or any other parties expressly designated by County shall take place via encrypted secure means (using HTTPS or SFTP or equivalent). The Consultant shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Consultant. The Consultant shall ensure that no County Data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in advance and in writing by County.

Section 34. PROTECTED HEALTH INFORMATION.

Consultant, all subcontractors, all agents and employees of Consultant and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Consultant by County in the performance of this agreement. Consultant agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that the County pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Consultant or its subcontractors or agents by County, Consultant shall indemnify County for any losses arising from third party claims to the extent recoverable under Section 12. In such an event, in addition to any other remedies available to it under equity or law, the County may terminate the agreement.

Section 35. SCOPE AND OWNERSHIP OF WORK.

- A. 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.
- B. Consultant solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by

Consultant, solely or in collaboration with others, arising out of, or in connection with, Consultant performing any services under this agreement (including any Custom Enhancements), including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("Inventions"). Consultant hereby grants to County a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Consultant must provide to Licensee under Exhibit A solely to use any such deliverables in accordance with this agreement.

Section 36. 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: _____

_____, CHAIRMAN

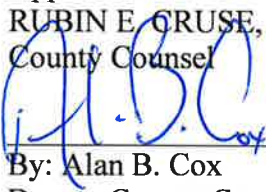
Board of Supervisors
County of Shasta
State of California

ATTEST:


LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

 12/20/18
By: Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

 12/19/18
By: James Johnson
Risk Management Analyst

INFORMATION TECHNOLOGY APPROVAL

 12-18-2018
By: Tom Schreiber
Chief Information Officer

CONSULTANT

Date: 12/12/18

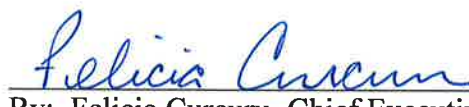

By: Felicia Curcuru, Chief Executive Officer
Tax I.D.#: 46-4505820

EXHIBIT A

SaaS Implementation and Training Services

A. Implementation of the customized Recruitment Webpages and RFA Portal shall be completed within 12 weeks of agreement execution and will included, but not be limited to:

- (1) Form review, selection, and development;
- (2) Data import;
- (3) Webpage customization;
- (4) Defined user access levels;
- (5) System testing, evaluation, and customization; and
- (6) Online hosted training for all designated County staff.

B. The RFA Recruitment Webpages: The RFA Recruitment webpages will consist of an interactive set of webpages that provide information to prospective Resource Families and allow them to contact County and other partners. The RFA Recruitment webpages also have the ability to collect data on prospective Resource Families in order to coordinate recruitment efforts and facilitate the application process. Consultant will:

- (1) Develop the webpages to the specifications requested by County;
- (2) Launch the webpages and host them on an ongoing basis;
- (3) Conduct website maintenance, including upgrading software, renewing domain name, renewing SSL certificate, updating state forms, and any other necessary activities; and
- (4) Update information, images, calendar of events and any other aspects of the site as needed on an ongoing basis with input from County.

C. The RFA Portal: The RFA Portal is an interactive, mobile optimized, web-based tool that allows Resource Families and/or County staff to enter data and upload and approve documents necessary to obtain approval to become a Resource Family that can care for foster children. Consultant will:

- (1) Launch the Portal and host it on an ongoing basis.
- (2) Conduct maintenance, including upgrading software, renewing domain name, renewing SSL certificate, updating state forms, and any other necessary activities.
- (3) Work with County staff to add features to the Portal. Consultant will work with County to create a plan for the inclusion of additional features, including a timeline, which will be pre-approved by County. The plan will be revisited monthly to determine progress and identify any additional features to integrate.
- (4) Provide features for the RFA Recruitment Webpages and Portal that include, but are not limited to:

a. For RFA Applicants

- i. Ability for Resource Families to create (and update, as necessary) a username and password that allows them to access the online RFA application process via a computer, tablet, or mobile device.

- ii. An unlimited number of applicant accounts for potential Resource Families.
- iii. The ability to track and save progress online for applicants, and generate County-approved forms based on the data provided online.
- iv. Full digital signature capability for all forms.
- v. Conditional logic for applicant questions, allowing applicants to answer alternative questions based on their previous responses.
- vi. Population of multiple forms based on information provided by the applicant.
- vii. Ability to upload documents as attachments both via scanner or smartphone.
- viii. Ability to send email to prospective references, and process references online, including providing email notifications and reminders to prospective references and providing email notifications to the applicant when their reference has completed the reference.
- ix. Full encryption of all data entered in the Portal.
- x. Ability for multiple users to apply and provide online information for each home, so that co-applicants and other adults can provide information online.

b. For County staff

- i. Ability for County staff and selected partners to create (and update, as necessary) a username and password that allows them to access the Portal via a computer, tablet, or mobile device.
- ii. An unlimited number of administrative accounts, with multiple levels of access based on the level of the employee and the need for data. Levels of access for data will be determined by County.
- iii. Administrative users to track progress of the applicants assigned to them online, and to generate or download and print all documents necessary for the RFA process.
- iv. Administrative users and supervisors to assign applications to caseworkers, sort the applications by caseworker, and monitor progress and completion by caseworker.
- v. Administrative users to customize email and/or text notifications and other content agreed to by County and Consultant, including adding email notifications to other County staff.
- vi. Staff designated by County to grant and limit access to other County staff and partners.
- vii. Caseworkers, supervisors and admin staff to track individual and aggregate progress of all resource family applications for each step of the process.
- viii. Full digital signature capability for all forms.
- ix. Filtering families by attributes or characteristics specified by County.
- x. Staff selected by County to download comma separated vales (.csv) files for custom data analysis reports.
- xi. Generating ongoing reports and customized forms, with data agreed to by Consultant and County.

- xii. Caseworker to record case notes for a given family, including note, date, and type of case note.
- xiii. Generating automated email notifications and reminders for County staff, Resource Families, and other related partners.
- xiv. Recording complaints, as well as record if and how they are resolved.
- xv. Managing reminders and processes for annual renewals for approved Resource Families, including training requirements (to be added within three months of beginning of agreement).
- xvi. County staff to classify and sort applications by specific statuses determined by County and Consultant.

D. Location and Time of Services

Technical work on the Recruitment Webpages and the Portal will occur offsite. Consultant will meet with County staff and identified partners at least monthly to assess progress and identify any proposed new features.

E. Service Objectives

Consultant will submit a detailed plan for updates to the Recruitment Webpages and Portal, including timelines for completion. Upon approval of the plan by County, 80 percent of the updates will be completed within the specified timelines.

F. Outcome Objectives

Consultant will coordinate and conduct monthly check-in meetings to collect feedback from County on overall experience and satisfaction, and identify additional agency needs. In addition to monthly meetings, Consultant will conduct customer satisfaction surveys across all client agencies every six months. Surveys will be sent to both agency workers as well as RFA applicants to gauge their satisfaction with the product and collect feedback for improvements. Consultant will send survey to about half of the agency staff and applicants each time. Consultant team will utilize feedback to prioritize software enhancements and new features to continuously improve the software for the users. Results of these surveys will be made available upon request to Shasta County.

EXHIBIT B

SaaS Application & Hosting Services Description

A. Description of the SaaS Application and Hosted Services: “SaaS Application and Hosted Services” include the following services

(1) Software: Use of Consultant’s Software operating on hosted equipment located at Consultant’s facility and/or any Data Center as further outlined under Section B (SaaS Data Centers) of this Exhibit B. This includes:

- a. A web application that provides automated workflows for County staff, child welfare professionals, and foster care Resource Families.
- b. Consultant uses Ruby on Rails application servers that connect to a PostgreSQL database.
- c. Consultant operates in a private cloud allowing for 99.9 percent uptime infrastructure scaling in order to meet load and responsiveness performance requirements.

(2) Third Party Software:

- a. Providing certain third party software required to operate the SaaS Software, including HelloSign for electronic signatures, end user document uploads, and other bundled third-party software packages required to support the operation of the SaaS Software. Consultant shall have SLAs software license agreements in place with these vendors that meet or exceed the requirements of the County.
- b. Inclusion of regular Software and Consultant-supplied third-party software updates, patches, and fixes as scheduled by Consultant.
- c. Consultant, as part of the provision of services undertaken pursuant to this agreement, uses the services of HelloSign, and other third-party software to allow for electronic signatures, file uploads, and other needed functions via a web browser and the internet. Consultant acknowledges that County is not obligated to any third-party terms or conditions used by Consultant to provide the services in this agreement.

(3) Remote Software:

- a. Consultant shall provide access to and use of a remote software tool for County management of Authorized Users, access rights, and other similar role-based controls as they pertain to the SaaS Services. Method will be published through Consultant’s portal and be made available to Authorized Users with elevated privileges.

(4) **Back-Up of County Data:**

- a. Consultant shall provide up to 36 months of on-line hourly data retention for SaaS Software operation and functionality.
- b. Consultant shall provide incremental County Data backups at a minimum of every four hours to an off-site location other than the primary hosting center.
- c. Consultant shall provide weekly off-site backups not to exceed 36 months of County Data to a location other than the primary hosting center. Off-site backups to include previous eight weeks.

(5) **SaaS Environments:** The SaaS Application and Hosted Services shall be hosted in a certified and secure Tier-3 data hosting center.

- a. A single Backup Environment available as needed to serve as the backup or “failover” environment for the SaaS and Hosted Services
- b. A single Test Environment available to the County and Consultant for the evaluation and eventual promotion of SaaS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at 50 percent or better than Production Environment.

(6) **Reporting:** Consultant shall provide electronic notification to CSContracts@co.shasta.ca.us within two hours of discovery and subsequent monthly reporting of any incidents or breaches that had occurred within the environment or to the hosted application. In the event of a breach, Consultant shall follow the procedures set forth in Section 2 N. of the Agreement.

(7) **Availability of SaaS Services:** Consultant (or its hosting service) shall host the SaaS Services on computers owned or controlled by the Consultant (or its hosting service) and shall provide the County with access to both a Production Environment with SaaS Application and data and a Test Environment with SaaS Application via Internet-access to use according to the terms herein.

- a. **Hosted System Uptime:** Other than Scheduled SaaS Maintenance Services as outlined in Letter C of this exhibit, emergency maintenance described below, Force Majeure as described in the Agreement and lack of internet availability as described below, Consultant shall provide uptime to the SaaS Application and Hosted Service to achieve a 99.9 percent Service Level Availability.

- b. **Scheduled SaaS Maintenance**
 - i. Scheduled SaaS Maintenance will be conducted during the following hours: Saturdays between 12 AM (Pacific Time) and 8 AM (Pacific Time). With the same exclusions as noted above.
 - ii. Scheduled SaaS Maintenance shall not exceed an average of four hours per month over a twelve-month period except for major scheduled upgrades.
 - c. **Unscheduled SaaS Maintenance.** Consultant shall use commercially reasonable efforts to prevent more than one hour of continuous down time during County's Business Hours in any month for which Unscheduled SaaS Maintenance is required. In the event Consultant fails to meet this obligation for a period of three successive calendar months, County shall be due a Performance Credit in the amount of 10 percent of the Services Fees (as calculated on a monthly basis for the reporting month).
 - d. **Emergency Maintenance.** In the event that Force Majeure or emergencies arise or continue, Consultant shall be entitled to take any actions that Consultant, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security, or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting, and other servicing of the hardware, cabling, networks, software, and other devices, materials, and systems through which access to and/or use of the SaaS Software by County is made available. Consultant shall endeavor to provide advance written notice of such emergency maintenance to County as soon as is reasonably possible.
 - e. **Notice of Unavailability:** In the event there will be more than 30 minutes down time of any SaaS or Hosted Service components for any reason, including but not limited to Scheduled SaaS Maintenance or emergency maintenance, Consultant shall provide notice to users by posting a message on its web page that indicates that the site is temporarily unavailable and an estimated date and time upon which the site will become available. Consultant will also provide advanced e-mail notice to dboehle@co.shasta.ca.us which will include at least a brief description of the reason for the down time and an estimate of the time when County can expect the site to be up and available.
- (8) **Changes in Functionality.** During the term of this Agreement, Consultant shall not reduce or eliminate functionality in SaaS Services, except where pre-approved in writing by the County. Where Consultant has reduced or eliminated functionality in SaaS Services, County, at County's sole election and in County's sole determination, shall have, in addition to any other rights and remedies under this

Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees. Where Consultant has introduced like functionality in other services and when Consultant increases functionality in the SaaS Services, such functionality shall be provided to County without any increase in the Services Fees.

B. SaaS Data Centers

- (1) **Control:** The method and means of providing the Services shall be under the exclusive control, management, and supervision of Consultant, giving due consideration to the requests of County. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.
- (2) **Location:** Consultant uses Google Cloud third-party hosting. All data centers are within the United States and Consultant has Business Associate Agreements for each data center on file.
- (3) **Replacement Hosted Provider:** In the event Consultant changes the foregoing Hosted Provider, Consultant shall provide County with prior written notice of said change and disclose the name and location of the replacement Hosted Provider. The replacement Hosted Provider shall be a reputable Hosted Provider comparable to Consultant's current Hosted Provider, and said replacement Hosted Provider shall be located within the United States. The replacement Hosted Provider shall perform a SSAE 16, SOC 1 and/or 2 Audit Report at least annually and said audit shall be provided to County in accordance with this Agreement.

C. SaaS Maintenance Services.

- (1) The SaaS Software maintained under this agreement shall be the SaaS Software set forth in Exhibit B to this agreement.
- (2) The following SaaS Maintenance Services are included as part of this Agreement:
 - a. **Consultant Software Upgrades, Revisions, and Enhancements.** Consultant shall provide and implement all SaaS Software upgrades, revisions, and enhancements to County and ensure: (a) the functionality of the SaaS Software and SaaS Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the SaaS Software and SaaS Services are in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and SaaS Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) the Service Level Standards can be achieved; and, (d) the SaaS Software and SaaS Services work with the non-hosted browser version.
- (3) **Response to SaaS Issues.** Consultant will provide verbal or written responses to SaaS Issues identified by County in an expeditious manner. Such responses shall

be provided in accordance with the Target Response Times as defined under Letter E (Technical Support) of this exhibit.

- (4) **SaaS Hardware:** Consultant will use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Consultant at its deployment location and consistent with the Tier rating of the datacenter.

D. County Responsibilities

- (1) Consultant shall provide technical support for SaaS Severity Level One and Severity Level Two Issues, 24 hours per day, seven days per week, 365 days per year.
- (2) County shall provide Consultant with timely notification of any SaaS Issues by either of these methods:
 - a. **Contacting Consultant's Customer Support at 1-844-424-6844.**
 - b. **By emailing the Consultant at help@binti.com.**
- (3) **Support for Problem Investigation.** County shall support all reasonable requests by Consultant as may be required in problem investigation and resolution.
- (4) **Designation of Point of Contact.** County shall assign an individual or individuals to serve as the designated contact(s) for all communication with Consultant during SaaS Issue investigation and resolution.
- (5) **Discovery of Errors.** Upon discovery of an Error, County agrees, if requested by Consultant, to submit to Consultant a listing of output and any other data that Consultant may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

E. Technical Support

- (1) **24x7 Technical Support:** Authorized Users will make Technical Support requests by calling or emailing Consultant's Technical Support staff or by submitting a request via Consultant's customer service web portal. The Technical Support staff shall assign to the request the SaaS Severity Level (as defined herein) indicated by the requestor. SaaS Severity Level One and Two items will be addressed 24-hours a day, seven days a week, 365 days a year. SaaS Severity Level Three and Four items will be addressed during the standard business hours of 6:00am-6:00pm Pacific Time.

- a. **Business Hours:** Technical Support is available between the business hours of 6:00am to 5:00 pm Pacific Time Toll-free at 844-424-6844, or by emailing help@binti.com.
- b. **After hours:** On-call emergency technical support is available after 5:00pm and before 6:00am Pacific Time seven days a week, 365 days a year, including Consultant's Holidays and weekends by emailing Gabe@binti.com or calling 814-360-4891 in case of website outage issues. If there is an afterhours SaaS Security Level One issue, the County should contact the Consultant's Chief Executive Officer directly at 732-547-3957 and/or Felicia@binti.com.

SaaS Severity Level	Target Response Time
SaaS Severity Level One: Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.	Request Response Time: 30 minutes Request Resolution Time Target: < 2 hours Maximum Permitted Request Resolution Time: < 48 hours
SaaS Severity Level Two: Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.	Request Response Time: 1 hour Request Resolution Time Target: < 4 hours Maximum Permitted Request Resolution Time: < 96 hours
SaaS Severity Level Three: Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.	Request Response Time: 1 hour Request Resolution Time Target: < 6 hours Maximum Permitted Request Resolution Time: < 7 days
SaaS Severity Level Four: There is a problem or issue with no loss of service and no business impact.	Request Response Time: 1 hour Request Resolution Time Target: < 24 hours Maximum Permitted Request Resolution Time: < 7 days

EXHIBIT C

Service Level Obligations

A. Time is of the Essence. For the term of this Agreement, Consultant shall provide SaaS Services, Force Majeure events excepted, during the applicable service windows and in accordance with the applicable Service Levels as described herein, time being of the essence.

B. Service Levels.

(1) Availability Service Level:

a. Definitions:

- i. Actual Uptime:** The total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
- ii. Scheduled Downtime:** The total minutes in the reporting month during which Scheduled SaaS Maintenance was performed.
- iii. Scheduled Uptime:** The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

b. Service Level Standard. Services will be available to Authorized Users for normal use 100 percent of the Scheduled Uptime.

- i. Calculation:** $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the second decimal point)
- ii. Performance Credit.**
 - 1. Where Percentage Uptime is greater than 99.9 percent: No Performance Credit will be due to County.
 - 2. Where Percentage Uptime is equal to or less than 99.9 percent: County shall be due a Performance Credit in the amount of 10 percent of the Services Fees (as calculated on a monthly basis for the reporting month) for each full one percent reduction in Percentage Uptime.

(2) Response Time Service Level.

a. Definition(s).

- i. Response Time:** The interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For

example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

- ii. **Total Transactions:** The total of Transactions occurring in the reporting month.
 - iii. **Transaction or Transactions:** Services web page loads, Services web page displays, and Authorized User Services requests.
- b. **Service Level Standard.** Transactions will have a Response Time of two seconds or less 95 percent of the time each reporting month during the periods for which the Services are available.
- i. **Calculation.** $((\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}) * 100 = \text{Percentage Response Time}$ (as calculated by rounding to the second decimal point).
 - ii. **Performance Credit.**
 - 1. **Where Percentage Response Time is greater than 95 percent:** No Performance Credit will be due to County.
 - 2. **Where Percentage Response Time is equal to or less than 95 percent:** County shall be due a Performance Credit in the amount of one percent of the Services Fees (as calculated on a monthly basis for the reporting month) for each full one percent reduction in Percentage Response Time.

(3) **Technical Support Problem Response Service Level.**

- a. **Definition.**
 - i. **Total Problems:** The total number of problems occurring in the reporting month.
- b. **Service Level Standard.** Problems shall be confirmed as received by Consultant 100 percent of the time each reporting month, in accordance with the Request Response Time associated with the SaaS Severity Level.
 - i. **Calculation.** $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Response}$ (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each SaaS Severity Level.

ii. **Performance Credit.**

1. **SaaS Severity Level One – Two.**

- a) Where Percentage Problem Response is greater than 99 percent: No Performance Credit will be due to County.
- b) Where Percentage Problem Response is equal to or less than 99 percent: County shall be due a Performance Credit in the amount of one percent of the Services Fees (as calculated on a monthly basis for the reporting month) for each full one percent reduction in Percentage Problem Response.

2. **SaaS Severity Level Three – Four.**

- a) Where Percentage Problem Response is greater than 90 percent: No Performance Credit will be due to County.
- b) Where Percentage Problem Response is equal to or less than 90 percent: County shall be due a Performance Credit in the amount of half of one percent of the Services Fees (as calculated on a monthly basis for the reporting month) for each full one percent reduction in Percentage Problem Response.

C. Service Level Reporting. Consultant will send monthly email updates detailing new features and updates to the product and provide new features updates at monthly check-in meetings. If there are features that have been requested specifically an additional email will be sent to the user who submitted the request to let them know it has been added to the platform.

D. Failure to Meet Service Level Standards. In the event Consultant does not meet a Service Level Standard described herein, Consultant shall: (a) owe to County any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its commercially reasonable efforts to ensure that any unmet Service Level Standard described herein is subsequently met. Notwithstanding the foregoing, Consultant will use its commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall County be required to notify Consultant that a Performance Credit is due as a condition of payment of the same.

E. Termination for Material and Repeated Failures. County shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Consultant fails to meet any Service Level Standards described herein: (a) to such an extent that the County's ability, as solely determined by County, to use the SaaS Services is materially

disrupted, Force Majeure events excepted; or, (b) for four months out of any 12 month period.

- F. Audit of Service Levels.** No more than quarterly, County shall have the right to audit Consultant's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to County but not paid, Consultant shall immediately owe to County the applicable Performance Credit.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Health and Human Services-13.

SUBJECT:

Renewal Agreement with Mountain Valley Child & Family Services

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, Children's Services

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 Mountain Valley Child and Family Services, Inc., in an amount not to exceed \$75,000 to provide mental health services to eligible children for the period date of signing through December 31, 2019, with two automatic one-year renewals.

SUMMARY

This agreement will allow Mountain Valley Child & Family Services (Mountain Valley) to continue to provide medically necessary mental health treatment for Shasta County youth who are placed out-of-county in residential facilities designed to address their mental health needs.

DISCUSSION

Mountain Valley provides residential and specialty mental health treatment services to youth in foster care. This facility offers a variety of mental health treatment and residential program services to youth who are Medi-Cal beneficiaries. The agreement will allow for the availability of services for youth with specific residential treatment needs, and their families when considered appropriate for these services.

Youth who are placed in out-of-home care by Health and Human Services Agency (HHSA), Probation, or voluntarily placed by their parents through the Adoption Assistance Program, are eligible for Medi-Cal. Medically necessary Medi-Cal mental health services for eligible children are considered an entitlement. As part of its Managed Care Plan for specialty mental health services, the HHSA is responsible for determining the medical necessity of services for each beneficiary, obtaining access to necessary services, authorizing, and paying for these services.

The services provided by Mountain Valley include mental health services designed to reduce serious behaviors and symptoms resulting from a mental illness that can require acute psychiatric hospitalization, and the need for a highly structured and supervised placement. The goal of placement in these facilities is to improve the youth's functioning such that the youth can move to a lower level of care within 6 months or as determined by the Child and Family Team (CFT). Progress in treatment for youth is evaluated through reports on the frequency of at risk behaviors as well as tracking of progress toward treatment goals.

ALTERNATIVES

The Board could choose not to approve this agreement, defer consideration to a future date, or provide direction to staff to negotiate changes to the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The maximum amount payable under the proposed agreement is \$75,000 over the term of the agreement. These costs are included in the Adopted Fiscal Year 2018-19 Mental Health Budget (BU 410). The agreement is on a fee-for-service basis and costs will only be incurred when a Shasta County youth is receiving mental health services, when authorized by Shasta County.

This agreement is funded with federal funds (approximately 50 percent) and a County match which is met through a combination of 1991 and 2011 realignment revenue. Residential costs, which are not included in these agreements, are supported through the Social Services foster care payment system. There is no additional General Fund impact with the approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Renewal Agreement	12/7/2018	Renewal Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
MOUNTAIN VALLEY CHILD AND FAMILY SERVICES, INC.**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California, (County) and Mountain Valley Child and Family Services, Inc., a California Corporation (Consultant) (collectively, the Parties and individually a Party) for the provision of youth specialty mental health services.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide specialty mental health treatment services as prescribed in **EXHIBITS A, SERVICES and B, PAYMENTS**, attached and incorporated herein. For all services, Consultant shall comply with applicable provisions of the State of California approved Shasta County Mental Health Plan and any subsequent updates and the State of California Therapeutic Behavioral Services (TBS) Coordination of Care Best Practices Manual, version 2 (released October 2010) and TBS Documentation Manual (released October 2009, version 2.0) and any subsequent updates. For the purposes of this agreement, the "Shasta County Mental Health Plan" is the contract between the State of California Department of Health Care Services and the County to provide or arrange for the provision of specialty mental health services to eligible Medi-Cal beneficiaries of Shasta County. The Shasta County Mental Health Plan is available at: http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx. Consultant shall check the website for updates regularly to ensure Consultant has current approved Shasta County Mental Health Plan. Should Consultant be unable to access the electronic version of the Shasta County Mental Health Plan, County will provide Consultant with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement, including its exhibits, and Shasta County's Mental Health Plan, the Shasta County Mental Health Plan shall govern.
- B. Provide to County a copy of current program statement and cover letter outlining timeline for implementation of Continuum of Care Reform ("CCR") requirements, as well as information regarding upcoming changes to services offered in order to comply with CCR and conversion to a Short Term Residential Therapeutic Program (STRTP). Once approved as an STRTP, maintain Mental Health Program Approval.
- C. Ensure hours of operation for youth up to and including age 18 (Clients) served under this agreement are no less than the hours of operation provided to any other person served by Consultant.

- D. Ensure that all staff accompanying a Client into the community as part of mental health service delivery provided pursuant to the terms of this agreement shall maintain ongoing supervision and care of the Client throughout the service event, to include receiving the Client from and returning the Client to an appropriate responsible adult.
- E. Allow County and the California Department of Health Care Services, and their duly authorized representatives at all reasonable times to inspect or otherwise evaluate the work performed under the terms of this agreement, including all supported activities and the premises in which it is being performed to assess the Client's progress.
- F. Conduct up to three internal chart audits each month for Clients served under this agreement and shall submit documentation of said audits to County upon request by County. Consultant shall participate in additional internal Utilization Review activities as directed by County.
- G. Operate continuously throughout the term of this agreement with no less than the minimum number of personnel required by all applicable federal and state statutes and regulations for provision of services hereunder; such personnel shall be qualified in accordance with all applicable federal and state statutes and regulations.
- H. Ensure all of the services required hereunder shall be performed by Consultant or personnel under Consultant's supervision.
- I. Receive written treatment authorization from County, in a format approved by County, prior to delivering services. County is not obligated to authorize any particular level or quantity of services pursuant to this agreement.
- J. Screen 100% of referred children/youth for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal eligibility monthly while receiving services. The eligibility screening shall include verifying that Shasta County is the responsible County, and assessing for valid full-scope Medi-Cal coverage aid codes as required by Assembly Bill (AB) 1299.
- K. When Client is a dependent of the court and becomes ineligible for full-scope Medi-Cal, notify Shasta County Foster Care Eligibility at (530) 229-8283 to ensure the timely reinstatement of Medi-Cal eligibility if Client can be reinstated and notify County placing social worker regarding ineligibility and potential for reinstatement.
- L. Notify County of any/all changes in leadership staff within 10 days of change. Leadership staff includes, but is not limited to, Executive Director, Clinical/Program Director, and Chief Fiscal Officer.

- M. 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."
- N. Comply with the Privacy and Information Security Provisions contained in Exhibit F of the Shasta County Mental Health Plan as referenced in section 1.A. Consultant shall implement reasonable and appropriate administrative, physical and technical safeguards to protect Protected Health Information (PHI). For purposes of this agreement PHI means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium. Consultant shall report any security incidents within 24 hours of breaches of unsecured PHI to County within 1 hour to hipaaprivacy@co.shasta.ca.us.
- O. Hold harmless the California Department of Health Care Services and Clients served under the terms of this agreement in the event the County cannot or does not pay for services provided by Consultant pursuant to this agreement.
- P. Document and submit to the county initial and quarterly Progress Reports, attached hereto and incorporated herein as **EXHIBIT D, PROGRESS REPORT** that include but are not limited to: identification of Client target behaviors and behavior frequency, changes in the client's behavior including; aggression, self harm, drug seeking, chronic run away attempts, property destruction and/or changes in mood, outreach attempts to client's family/support group, any incidents that affect the client's participation and changes in medications and counseling interventions. Initial Progress Reports shall be completed for each Client and submitted to County within 45 days of admission to Consultant's facility. Quarterly Progress Reports, shall be due, respectively, on October 10, January 10, April 10, and July 10 of each year. Initial and quarterly Progress Reports shall be completed and sent via encrypted email to: CSContracts@co.shasta.ca.us.
- Q. OWhen Client is a dependent of the court administer Client psychotropic medications pursuant to a current JV223 or JV223S Order Regarding Application for Psychotropic Medication. Changes to client's psychotropic medications or medication dosages shall only be made pursuant to a Juvenile Court (court) order. The Psychiatrist designated by Consultant to perform medication management services pursuant to the agreement shall submit the applicable paperwork to obtain court authorization to administer new or additional medications, including, but not limited to the Prescribing Physician's Statement, JV 220(A) completed form or other forms required to comply with Welfare and Institutions Code section 369.5

and 2015 California Rules of Court, Rule 5.640. This will include a copy of the completed medication consent form as approved by the Mental Health Managed Care Plan of Consultant's County. The necessary completed forms and supporting documentation shall be submitted immediately to the County JV220 nurse at 1550 California Street Redding, CA 96001.

- R. All contacts between Consultant's staff and Clients shall be documented in the Client's treatment record progress notes.
- S. Notwithstanding the provisions of Section 8, Consultant may provide medication support services through independent Consultants. However, Consultant remains solely responsible for the delivery of medication support services pursuant to this agreement.
- T. Notify the County immediately of any incidents that result in significant harm to a Client, by calling (530) 225-5144.
- U. Participate in and comply with County's Mental Health Plan Problem Resolution process for Client complaints or grievances to ensure services provided under this agreement are appropriate and are provided in compliance with Title 9 of the California Code of Regulations.
- V. Provide Annual Quality Improvement (QI) Work Plan to CSContracts@co.shasta.ca.us for compliance with the Quality Improvement requirements as set forth in the certifying County's Mental Health Plan by July 15th for the preceding fiscal year.
- W. For Day Treatment Intensive, Consultant shall meet the requirements of Cal. Code Regs., tit. 9, §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352. Consultant shall include, at a minimum, the day treatment intensive components as required in the Shasta County Mental Health Plan.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement.
- B. Monitor and evaluate the performance outcomes of Consultant as prescribed in **EXHIBIT A, SERVICES**, throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.
- C. Monitor Consultant's compliance with the Mental Health Plan, agreement number 17-94616. Consultant shall provide to County a written corrective action plan within 30 days if any deficiencies are identified by County or Consultant.

Section 3. COMPENSATION.

- A. County shall compensate Consultant for services rendered pursuant to this agreement in accordance with the terms prescribed in **EXHIBIT B, PAYMENTS**, attached and incorporated herein. The total compensation payable to Consultant under this agreement shall not exceed \$75,000 during the entire term of this agreement.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to the Health and Human Services Agency (HHSA) Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by no later than 30 days following the month of services rendered an itemized statement of services on a billhead or invoice regularly used in the conduct of the Consultant's business (Invoice) that includes Consultant's current and active National Provider Identifier (NPI) number under which the services provided pursuant to this agreement shall be billed to state or federal payer sources along with a completed Daily and/or Monthly Claim Form, attached and incorporated herein as **EXHIBIT E** and any progress notes or supporting documentation and/or receipts when requested by County. County shall make payment to Consultant within 30 days of receipt of Consultant's correct and approved Invoice.
- B. County shall not be obligated to pay Consultant for services covered by any Invoice, if Consultant presents Invoice to County more than 90 days after the end of the month for which the services were rendered. For the final month or portion thereof that this agreement is in effect, Consultant shall submit to the Director or his/her designee, a final Statement no later than the 10th day of the following month. This Section and Section 3 shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to remit payment to Consultant as prescribed herein and in Section 3.
- C. Compensation under this agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable Consultant revenues, accruing or received by Consultant relate to allowable reduction, or a cash refund, as appropriate.
- D. 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.

- E. County shall submit billings to Medi-Cal or other payor sources as required by Medi-Cal or those other payor sources for services provided by Consultant.
- F. County shall exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal for services delivered and billed pursuant to this agreement.
- G. If a federal or state audit exception is created during the provision of services under this agreement, due to an error or errors of omission or commission on the part of the County, County shall be responsible for the audit exception.
- H. Upon termination of this agreement, County shall compensate Consultant pursuant to the terms of this agreement within 30 days of receipt of Consultant's final Invoice. Consultant shall submit Consultant's final Invoice, within 15 days of the effective date of termination. To the extent necessary to effectuate full compensation of Consultant, this provision shall survive the termination of this agreement.
- I. Consultant shall provide County with all records required to bill Medi-Cal, and documents required for the purposes of the utilization review, and as may be required by County for other purposes relevant to the provision of services under the terms of this agreement, within 90 days of the date of service.
- J. All approved services adjudicated through the Short-Doyle/Medi-Cal Program of the State of California Department of Health Care Services shall be settled pursuant to Section 29 of this agreement, at actual costs or published costs, whichever is less.
 - a. Consultant shall provide County with the correct and currently active NPI number(s) under which the services provided pursuant to this agreement shall be billed to state or federal payer sources. Services provided without submission to County of the correct and currently active NPI(s) by Consultant, that would otherwise be billed to state or federal payer sources, shall be the responsibility of the Consultant and will not be reimbursed nor compensated for by County or if already reimbursed or compensated for by County, the amounts paid under an incorrect or inactive NPI shall be refunded to County upon demand by County. Consultant shall notify County, in writing, within 10 days of any change to, or suspension of NPI(s) associated with the services provided pursuant to this agreement. The correct and currently active NPI(s) shall be included as documentation on each billhead or invoice submitted by Consultant to County. Any billhead or invoice received by County without the NPI included shall be returned to Consultant and shall not be reimbursed by or compensated for by County until the billhead or invoice is submitted including the NPI.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning as of the last date it has been signed by all Parties and ending December 31, 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 HHSA Director (Director) or any HHSA Branch Director designated by the Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

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

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from

Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duty of indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier

waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$3 million in the aggregate.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or cancelled, 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. The Consultant shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973; as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- E. Consultant and Consultant's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 §6032.
- F. For all services, Consultant shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code; and the California Code of Regulations, Title 9, Chapter 11.
- G. Consultant shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code, (commencing at section 5600 *et seq.*), Title 9 and Title 22 of the California Code of Regulations, the California Department of Health Care Services Cost Reporting/Data Collection Manual (CR/DC), and the prior State of California Department of Mental Health Policy Letters.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant. The Director or his or her designee shall have the right to oversee, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons and Clients to be served within this agreement. Consultant agrees to extend to the Director, or his or her designee, and to the State of California Department of Health Care Services, the United States Department of Health and Human Services, the Comptroller General of the United States and other authorized state and federal agencies or their duly authorized representatives, the right to review, monitor, and evaluate Consultant's programs, books, records or procedures at any reasonable time.
- D. Consultant shall be subject to the examination and audit of the Department or Auditor General for a period of three years after final payment under contract (Government Code §8546.7). Consultant agrees to maintain and present, until five years after termination of this Agreement and final payment from County to Consultant, to permit the California Department of Health Care services or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this agreement and to allow

interviews of any employees who might reasonable have information related to such records.

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such

notice shall be deemed given: (1) upon personal delivery; or (2) if sent by First Class mail, postage prepaid, two days after the date of mailing.

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

If to Consultant: Dan Petrie
 Mountain Valley Child and Family Services, Inc.
 24077 State Highway 49
 Nevada City, Ca 95959
 Tel: (530) 265-9057

- 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. CONFIDENTIALITY OF PATIENT INFORMATION.

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

Section 27. CLINICAL RECORDS.

Consultant shall maintain adequate clinical treatment records. Clinical treatment records must comply with all applicable state and federal requirements. Individual Client clinical treatment records shall contain assessment information, treatment planning documents, and progress notes which reflect all Client contacts and/or all treatment decisions. Program and client clinical treatment records shall contain detail adequate for the evaluation of the

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

Section 28. FINANCIAL RECORDS.

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

Section 29. FINANCIAL REPORTING

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

Section 30. ANNUAL COST REPORT

- A. Consultant shall submit a separate, detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the California Department of Health Care Services and a complete financial statement ("Financial Statement") not later than 90 days after the end of this agreement. Consultant's Cost Report and Financial Statement shall be subject to audit by appropriate County, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Consultant shall be settled in accordance with California Department of Health Care Services guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs, published charges. In the event the Cost Report settlement identifies an overpayment to Consultant, Consultant shall reimburse County the full overpayment amount. If Consultant fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20

percent of future monthly payments to Consultant under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Consultant under this agreement until the full overpayment has been recouped. If any amount of overpayment to Consultant remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Consultant shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. This provision shall survive the termination, expiration or cancellation of this agreement.

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

Section 31. PERSONNEL.

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

Section 32. AGREEMENT SUPERVISION

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

Section 33. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Consultant acknowledges the County's Program for

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

- B. Consultant agrees to provide copies of the Code of Conduct available at: <http://www.co.shasta.ca.us/docs/HHSA/org-providers/contractor-code-of-conduct.pdf?sfvrsn=0>, to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Consultant shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly-hired employees who are Covered Individuals.
- C. Consultant agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or Consultant's program as required by the County's Program for Compliance with Federal Healthcare Programs.
- D. Consultant shall not hire or enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care or Medi-Cal.
- E. Consultant attests that Consultant and all Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Consultant shall verify prior to hire and monthly thereafter all of Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation. Consultant shall maintain documentation of monthly verification on file and provide such documentation to County by the 10th of the following month, electronically in .pdf format or other electronic format preapproved by County to mceur@co.shasta.ca.us and CSCContracts@co.shasta.ca.us. Consultant shall notify County immediately if Consultant's verification checks indicate that any of Consultant's employees and/or subcontractors are excluded from MediCal and/or Medicaid provider participation. Verification checking, at a minimum shall include Consultant's use of the

following three websites:

- (1) Office of Inspection General
(http://oig.hhs.gov/exclusions/exclusions_list.asp)
- (2) Medi-Cal Suspended and Ineligible List
<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
- (3) System for Award Management
<https://www.sam.gov/portal/SAM/#1>

Section 34 APPLICATION OF OTHER AGREEMENTS.

Consultant and all of Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Shasta County Mental Health Plan, as referenced in Section 1.A of this agreement and available at this link: http://www.co.shasta.ca.us/index/hhsa_index/Mental_health_alcohol_and_drug/OrgProviders.aspx, between the County of Shasta and the DHCS. Furthermore, Consultant shall comply with all of their obligations pursuant to the following numbered provisions of the Shasta County Mental Health Plan Exhibit D(F), Section 5(J): 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions of Exhibit D(F) that are deemed applicable.

Section 35. NOTICE OF RIGHTS.

Consultant shall give the persons provided services pursuant to this agreement notice of their rights in accordance with section 5325 of the Welfare and Institutions Code and California Code of Regulations, Title 9, section 860 through 868. In addition, in all of Consultant's Site(s), Consultant shall have prominently posted in the predominant languages of the community a notice of the rights delineated in section 5325 of the Welfare and Institutions Code and in California Code of Regulations, Title 9, section 862.

Section 36. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

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

(including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 10.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

_____, CHAIRMAN

Board of Supervisors
County of Shasta
State of California

ATTEST:

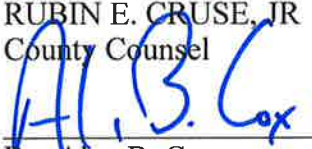
LAWRENCE G. LEES
Clerk of the Board of Supervisors


By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

 12/4/18
By: Alan B. Cox
Deputy County Counsel

 12/04/18
By: James Johnson
Risk Management Analyst

CONSULTANT

Date: 11.28.18

By: 
Teresa Petrie, Director of Contracts

Tax I.D.#: On File

EXHIBIT A

SERVICES

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

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

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

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

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

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

- D. With appropriate releases of information Consultant shall work collaboratively with County, every Client served under this agreement, and their support network as identified by the Client's case worker to include parents, caregivers, service providers and other authorities, to create a discharge plan within six months of placement. Discharge plans will support access to mental health services and continuity of care post discharge. If Client is taking psychotropic medication, Client will be discharged with a 30 day supply of medication or prescription(s) for a 30 day supply of current medications, and shall coordinate discharge services with County Staff and medication support service providers.
- E. Report significant behavioral concerns, or significant changes in counseling plans or intervention to County's Child Welfare social worker of Client receiving services, within one business day of the change.

Objective 3: Provision of Medi-Cal Services

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

- A. For all services, comply with applicable provisions of the State of California Department of Health Care Services approved Shasta County Mental Health Plan.
- B. Submit opening paperwork to County Utilization Review (Fax: 530-225-5950) for Initial Authorization within three business days of placement of Client. Opening paperwork includes, but is not limited to, the New Patient Registration Form (Exhibit F) and the Program Diagnosis and Discharge Form (Exhibit G). The most current required forms for opening, discharging, updating diagnoses, etc. can be found here: https://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders/managed-care-quality-improvement.
- C. Complete and submit to County Utilization Review within 30 days of placement of Client: Comprehensive Assessment, Treatment Plan, and TAR. Planned services may not be claimed for reimbursement until a treatment plan is completed. The treatment plan is complete when all required elements are present including required staff signature(s), with title and date.
- D. Reassess each Client at least once every 90 days and submit a copy of the updated assessment, Treatment Plan, and TAR to County Utilization Review for review and authorization when continued services beyond 90 days are clinically indicated. Submit updated assessment, treatment plan, and TAR for review and authorization, 15 – 30 days prior to the expiration of the current authorization. Services provided without prior written authorization shall be the responsibility of the Consultant and shall not be reimbursed by or compensated for by County.
- E. Inform County and submit an assessment document to County, by fax, within three working days after assessment when any Client who is a Medi-Cal beneficiary is determined after assessment to be ineligible for services. County shall review the assessment document and, if applicable, issue a Notice of Adverse Benefit Decision to Client in accordance with the guidelines set forth in the County's Mental Health Plan.
- F. Mental Health Services provided by Consultant pursuant to this agreement may include, but are not necessarily limited to:
 - (1) Mental Health Services
 - a. Intensive Home Based Services

<ul style="list-style-type: none"> (2) Medication Support Services (3) Therapeutic Behavioral Services (TBS) (4) Crisis Intervention (5) Case Management <ul style="list-style-type: none"> a. Intensive Case Coordination (6) Day Treatment Intensive Full Day
<p>G. Involve Client and support network, as identified by the Client and Client's case worker to include parents, caregivers, service providers and other authorities that are authorized to participate in all treatment planning and decision-making regarding the Client's services, and documented in the Client's on-going Treatment Plan.</p>
<p>H. If the Client is receiving Day Treatment Intensive, one contact per month with family, caregiver, or significant support person or legally responsible adult face to face or via alternate method (email, phone, etc.) Must occur outside of the hours of Day Treatment operation and focus on the role of the support person in supporting the beneficiary's community reintegration.</p>
<p>I. Participate in child and family team (CFT) meetings to be held at a minimum of every 30 days based on the Client's initial placement date.</p>
<p>J. Complete all performance outcome requirements in accordance with and as determined by the State of California Department of Health Care Services, and/or County. For purposes of this agreement Performance Outcomes include, but are not limited to measures to determine Consultant's productivity, as well as Client's progress toward treatment goals and reduction in identified target behaviors.</p>
<p>K. Adhere to guidelines in accordance with policies and procedures issued by County, including but not limited to:</p> <ul style="list-style-type: none"> (1) Complete all chart documentation as defined by Shasta County Mental Health Plan located at the County Provider website: http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx. The Provider website is updated and maintained by County (2) Comply with audit requests by County; (3) Provide EPSDT notification to all Medi-Cal beneficiaries as required by the State of California Department of Health Care Services and as set forth in the County's Mental Health Plan; (4) Perform other related duties as requested by County; (5) Use only those forms that have been pre-approved by County; (6) Provide all documents required for pre-payment audit as requested by Shasta County Mental Health Plan.
<p>L. Utilize the Program Diagnosis and Discharge form, incorporated herein as EXHIBIT G, when a Client's diagnosis has been updated and/or when the Client is discharged.</p>

EXHIBIT B PAYMENTS

I. Mental Health Services

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

SERVICE	RATE	
Mental Health Services	\$2.77	per minute
Medication Support	\$5.10	per minute
Therapeutic Behavioral Services	\$2.77	per minute
Crisis Intervention	\$4.00	per minute
Case Management	\$2.14	per minute
Day TX Intensive Full Day	\$214.75	per day

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

EXHIBIT C

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

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

1. PURPOSE

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

2. CODE OF CONDUCT - GENERAL STATEMENT

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

3. CODE OF CONDUCT

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

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

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

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

4. **SHASTA COUNTY COMPLIANCE OFFICER**

The Shasta County HHSA Compliance Officer may be contacted at:

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

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

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

**CODE OF CONDUCT
CERTIFICATION**

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

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

Signed _____ Date _____

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

Thank you.



EXHIBIT D

Progress Report

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

☐ Initial 30 Day Report

☐ Quarterly Report

Date of report: _____ MH ID Number: _____

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

				TOTALS					

Signature (Therapist)

Discipline

Date _____

Date of Service:

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

Date _____

Date _____

EXHIBIT F



CONTRACT PROVIDER

New Patient Registration

1. ADMISSION DATE: ☐ Initial ☐ Update

3. REFERRAL SOURCE:

4. LEGAL CLASS:

2. SUBUNIT NAME:

5. LAST NAME: 6. FIRST NAME: 7. MIDDLE NAME: 8. SUFFIX:

9. BIRTH LAST NAME: 10. BIRTH FIRST NAME: 11. BIRTH MIDDLE NAME: 12. SUFFIX:

13. DOB: 14. SSN: 15. ETHNICITY: 16. SEX:

17. ADDRESS:

18. CITY STATE ZIP:

19. CURRENT SCHOOL:

22. DRIVER'S LICENSE? 23. DL STATE: 24. DL #: 25. BORN IN U.S.? 26. BORN IN CALIFORNIA? 27. CALIFORNIA BIRTH COUNTY:

28. STATE OF BIRTH: U.S. ONLY 29. COUNTRY OF BIRTH: 30. MOTHER'S FIRST NAME: 31. MARITAL STATUS:

Select up to 5 Races: Separate 2-digit code w/a comma

32. RACE:

- | | | |
|-----------------------------|----------------|------------------|
| 01 - White | 07 - Chinese | 13 - Laotian |
| 02 - Black/African American | 08 - Filipino | 14 - Samoan |
| 03 - American Indian | 09 - Guamanian | 15 - Vietnamese |
| 04 - Alaskan Native | 10 - Hawaiian | 16 - Other Asian |
| 05 - Asian Indian | 11 - Japanese | 17 - Other Race |
| 06 - Cambodian | 12 - Korean | 18 - Mixed Race |

33. PRIMARY LANGUAGE:

34. LANGUAGE PREFERRED:

35. INTERPRETER NEEDED? ☐ Yes ☐ No

EMPLOYMENT/SUPPORT STATUS

36. CURRENT EMPLOYMENT:

37. LIVING ARRANGEMENTS:

38. NUMBER OF CHILDREN < 18 YRS, CLIENT CARES FOR 50% OF THE TIME:

39. NUMBER OF ADULTS > 18 YRS, CLIENT CARES FOR 50% OF THE TIME:

40. HIGHEST LEVEL OF EDUCATION:

Select up to 8 Disabilities: Separate each code w/a comma

41. DISABILITY:

- | | |
|--------------|----------------------------------|
| 1 - None | 6 - Mental |
| 2 - Visual | 7 - Developmentally |
| 3 - Hearing | 8 - Other (not AOD) |
| 4 - Speech | 99900 - Client Declined to State |
| 5 - Mobility | 99904 - Client Unable to Answer |

42. ARE YOU A VETERAN? ☐ Yes ☐ No ☐ Decline

EMERGENCY CONTACT

43. NAME:	<input type="text"/>	44. RELATIONSHIP:	<input type="text"/>
45. ADDRESS:	<input type="text"/>	47. HOME PHONE:	<input type="text"/>
46. CITY STATE ZIP:	<input type="text"/>	48. WORK PHONE:	<input type="text"/>

LEGAL CONTACT

49. LEGAL CONSENT:	<input type="text"/>	50. RESPONSIBLE PERSON:	<input type="text"/>		
50. RESPONSIBLE PERSON'S DOB:	<input type="text"/>	DOB Required for Minors Only	50. RESPONSIBLE PERSON'S SSN:	<input type="text"/>	SSN Required for Minors Only
51. ADDRESS:	<input type="text"/>	53. RELATIONSHIP:	<input type="text"/>		
52. CITY STATE ZIP:	<input type="text"/>	54. HOME PHONE:	<input type="text"/>		

MEDICAL INFORMATION

55. PERSONAL PHYSICIAN:	<input type="text"/>	56. PHONE:	<input type="text"/>
57. CITY STATE ZIP:	<input type="text"/>	58. FAX:	<input type="text"/>
59. PHARMACY:	<input type="text"/>		
60. PHONE:	<input type="text"/>		
61. FAX:	<input type="text"/>		
62. HOSPITAL PREFERENCE:	<input type="text"/>		

STAFF NAME:	<input type="text"/>	ID:	<input type="text"/>	PROVIDER:	<input type="text"/>
SIGNATURE:	<input type="text"/>			DATE SIGNED:	<input type="text"/>

EXHIBIT G

Program Diagnosis and Discharge Form

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

Date: _____ Program: _____

Staff Name: _____ Staff Code: _____

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

--

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

--

Summarize General Medical Conditions

--

CSI Reporting

Any Physical Health Disorders affecting mental health?

☐ Yes ☐ No ☐ Unknown

Any Developmental Disabilities affecting mental health?

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

Substance Abuse Diagnosis: _____

Discharge Summary Only

Reason for Discharge

--

Client Status Code

--

Client Legal Class

--

Program Diagnosis /Program Discharge Form

Financials/Episodes

Rev. 4/2017

Client		
Chart #		DOB

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Health and Human Services-14.

SUBJECT:

Opportunity Center Accreditation Through the Commission on Accreditation of Rehabilitation Facilities

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions: (1) Approve payment through a purchase order of Invoice Number SI44550, from the Commission on Accreditation of Rehabilitation Facilities (CARF), in the amount of \$6,880 to perform on-site work for accreditation of the Opportunity Center (OC) for up to a three-year period beginning March 1, 2019; and (2) adopt a resolution which approves and authorizes the Health and Human Services Agency (HHSA) Director, or the Regional Services Branch Director as designated by the HHSA Director, to approve and sign purchase orders and claims for payment up to \$10,000 every other year, for CARF accreditation services provided to the OC.

SUMMARY

In order for the Opportunity Center (OC) to maintain its status as a vocational rehabilitation program for people with disabilities and to receive state funding, it is required by the State of California Department of Rehabilitation (DOR) to be accredited by Commission on Accreditation of Rehabilitation Facilities (CARF).

DISCUSSION

CARF is the only DOR approved provider of rehabilitation program accreditation. Due to their normal requirement of advance payment and CARF's declination to enter into contract for the provision of services, CARF has agreed to accept a purchase order. Payment for these services will be issued after the on-site survey has been completed. CARF has provided accreditation in a satisfactory manner in their past performance of this service.

ALTERNATIVES

The Board could choose not to approve either or both recommendations. If the Board chooses not to approve payment, OC would lose their accreditation. There are no other DOR approved options available at this time. If the Board does not

approve to adopt the resolution, Regional Services will bring future CARF invoices before the Board for approval.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The OC’s Fiscal Year 2018-19 Adopted Budget includes sufficient appropriation authority for the recommendation. There is no General Fund impact with this recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Resolution	1/3/2019	Resolution
Invoice	1/3/2019	Invoice

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING THE HEALTH AND HUMAN SERVICES AGENCY (HHSA)
DIRECTOR OR THE HHSA REGIONAL SERVICES BRANCH DIRECTOR TO
APPROVE PURCHASE ORDERS AND CLAIMS FOR PAYMENT FOR THE
CALIFORNIA DEPARTMENT OF REHABILITATION, COMMISSION ON
ACCREDITATION OF REHABILITATION FACILITIES (CARF), SERVICES PROVIDED
TO THE OPPORTUNITY CENTER**

WHEREAS, the Opportunity Center (OC) is required by the State of California Department of Rehabilitation to be accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF) on a regular basis in order to maintain its status as a vocational rehabilitation program; and

WHEREAS, CARF charges Shasta County OC for its accreditation services, typically less than \$10,000 every two to three years; and

WHEREAS, despite the Shasta County HHSA staff regular efforts, CARF will not execute a personal services agreement but are willing to accept a Purchase Order.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta authorizes the HHSA Director, or HHSA Regional Services Branch Director as designated by the HHSA Director, to approve and sign purchase orders and claims for payments for CARF accreditation services to the OC, as long as the following conditions are met:

1. The expenditure is included in the department's current Board-adopted budget;
2. Bi-Annual expenditures do not exceed \$10,000;
3. CARF continues to decline to execute an agreement with the County for the provision of accreditation services to the OC.

DULY PASSED AND ADOPTED this _____th/st day of _____, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

[CHAIRMAN'S NAME], CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

Resolution No. 2019-_____

Page 2 of 2

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

corf INTERNATIONAL

Please mail payment to:

P.O. Box 674401

Dallas, TX 75267-4401, USA

All other communication to:

6951 E. Southpoint Road

Tucson, AZ. 85756-9407, USA

SERVICE INVOICE

Invoice#	SI44550
Customer ID	07201
Survey#	114999
Invoice Date	11/9/2018
i=libtodi tiffi	12/9/2018

Shasta County Opportunity Center
1265 Redwood Boulevard
Redding, CA 96003

FAST, SECURE CREDIT CARD PAYMENT

Visit www.carf.org/calalog
Then click Pay Invoice on the left side of the storefront.

Notes:

PAGE 1

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
3500.26	4.000	EACH	1,720.00	6,880.00

2018 Survey Fee (2 Surveyors /2 Days)

Notes:

CARF reserves the right to change the survey time frame if the survey fee is not paid by the due date. If you have any questions, please contact us at (888) 281-6531 ext. 7130 or email us at bookstore@carf.org.

Toll Free: (888) 281-6531 Fax: (520) 320-6581

www.carf.org

TOTAL DUE US\$

6,880.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Health and Human Services-15.

SUBJECT:

FY 2018/2019 Budget Amendment

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve a budget amendment increasing appropriations by \$60,293 and revenue by \$948,359 to administer grants including the California Emergency Solutions and Housing, California Census Addresses Incentive Fund, Emergency Solutions Grant and revenue from California State Block Grant in support of disaster recovery efforts in the Community Action Agency budget.

SUMMARY

The recommended budget amendment will allow the Community Action Agency to fulfill obligations associated with new homeless continuum of care funding and Census Addresses Incentive Funding. Additionally, the recommended budget amendment will provide sufficient budget authority to support disaster recovery efforts using Community Services Block Grant funds.

DISCUSSION

The California Department of Housing and Community Development allocated \$857,130 for emergency housing solutions such as rental assistance and shelter operations, within the Redding/Shasta, Del Norte, Lassen, Modoc, Plumas, Siskiyou, Sierra County Homeless Continuum of Care service area. As the collaborative applicant, the Community Action Agency administers the grant funds. The increase in services and supply amounts will provide budget authority to purchase new technology equipment and to share transportation costs with the Housing budget.

ALTERNATIVES

The Board could request additional information from staff. The Board could decline to approve the recommendation.

OTHER AGENCY INVOLVEMENT

This Recommendation has been reviewed by the County Administrative Office. The Auditor-Controller’s Office has received the request to amend the budget.

FINANCING

All grant revenue is one-time grant funding. Funds not expended during one fiscal year will roll forward to the next fiscal year. There is positive General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Budget Amendment and Memo	12/28/2018	Budget Amendment and Memo



Shasta County

DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS

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

Laura Burch, Director
Housing Authority
Community Action Agency

DATE: December 28, 2018
TO: Brian Muir, Auditor-Controller
Larry Lees, CEO
FROM: Laura Burch, Director of Housing/Community Action Agency
RE: Budget Amendment for FY 2018/2019

A budget amendment is requested in the Community Action Agency Budget Unit 59000 for FY 2018/2019.

The Department of Housing and Community Action Programs plans to present this item to the Board of Supervisors at the January 8, 2019 meeting.

This amendment includes revenue from California Emergency Solutions and Housing Program in support of homeless Continuum of Care, revenue from California Census Addresses Incentive Fund to support census address data updates, revenue from California Department of Community Development's Emergency Solutions Grant Program, and revenue from California State Block Grant in support of disaster recovery efforts.

If you should have any questions or need any additional information, please let me know.

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

LB

Community Action Agency
Department Name & Fund No.

Appropriations

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
59000	011000	255,258	286,906	31,648
59000	018100	21,621	23,982	2,361
59000	018201	42,078	48,932	6,854
59000	018300	86,108	94,158	8,050
59000	018400	438	494	56
59000	018500	2,361	2,644	283
59000	033102	731	817	86
59000	018307	7,658	8,596	938
59000	034892	15,865	18,215	2,350
59000	033791	7,674	10,480	2,806
59000	035591	1,218	3,700	2,482
59000	035990	2,521	4,900	2,379
			0	
			0	
			0	
			0	
Total				60,293

Revenue

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
59000	549173	0	15,000	15,000
59000	561130	337,945	377,945	40,000
59000	549171	200,000	1,093,359	893,359
Total				948,359

Net Amendment (888,066)

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Health and Human Services-16.

SUBJECT:

Resolution Authorizing CSBG Standard Agreement with the California Department of Community Services and Development

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : ALL

DEPARTMENT CONTACT: LAURA BURCH, DIRECTOR OF HOUSING/COMMUNITY ACTION PROGRAMS, (530) 225-5160

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

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

RECOMMENDATION

Adopt a resolution which: (1) Approves and authorizes the County Executive Officer (CEO) to sign an agreement with the State Department of Community Services and Development (CSD) in an amount not to exceed \$299,498 for Community Action Agency Community Services Block Grant (CSBG) funding to provide services to persons living in poverty for the period January 1, 2019 through December 31, 2019; (2) authorizes the CEO to sign subsequent agreements and amendments, including retroactive, with CSD for CSBG funding, with County Risk Manager approval and County Counsel approval as to form, in an amount not to exceed \$500,000 per calendar year for the period January 1, 2019 through December 31, 2021; (3) certifies the County's intent to use CSBG funds in compliance with applicable regulations; and (4) approves and authorizes the Director of Housing and Community Action Programs, or his or her designee, to sign and submit all required CSBG forms, certifications, and reports for the period January 1, 2019 through December 31, 2021.

SUMMARY

Each year the Community Action Agency receives revenue from the California Department of Community Services and Development (CSD) for the CSBG program. Approval of the recommendation to adopt a resolution would authorize the CEO to sign CSD Standard Agreement Number 19F-4044 and future agreements or amendments with CSD for the same purpose in an amount not to exceed \$500,000 per calendar year through December 31, 2021. It would also authorize the Director of Housing and Community Action Programs to sign and submit various forms and reports required for participation in the CSBG program.

DISCUSSION

On December 11, 2018, the Board of Supervisors authorized the Chairman to sign an agreement with CSD in the amount of \$298,372. On December 18, 2018, the CAA received an increase in funding from \$298,372 to \$299,498. The original agreement in the amount of \$298,372 was never executed by CSD and will be replaced with the new contract in the amount of \$299,498. The Community Action Agency (CAA) may use CSBG funds to combat the central causes of poverty by providing services and activities that address employment, education, housing, nutrition, emergency services, and/or health.

The CAA may provide services throughout Shasta County including within the three cities. The proposed agreement is within the CEO’s Board-approved signature authority; however, CSD requires the resolution.

ALTERNATIVES

The Board could decline to adopt the resolution or request changes to the terms of the agreement. These alternatives are not recommended, as it could eliminate a revenue source used to support services for poverty level persons in Shasta County.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The CSBG is an on-going, federally funded program. Anticipated revenue and appropriations were included in the Fiscal Year 2018/2019 Adopted Budget. Amounts not expended on this program in the current fiscal year will be included in the requested budget for next fiscal year. No match is required. There is no additional General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Resolution	12/28/2018	Resolution
2019 Contract	12/26/2018	2019 Contract

RESOLUTION NO. 2019 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF COMMUNITY
SERVICES AND DEVELOPMENT FOR COMMUNITY SERVICES BLOCK GRANT FUNDS**

WHEREAS, the State of California Department of Community Services and Development (“CSD”) has made available Community Services Block Grant (“CSBG”) funds; and

WHEREAS, the Board of Supervisors of the County of Shasta has determined that there is a need for anti-poverty programs and is willing to accept the aforementioned agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby:

- (1) Authorizes the County Executive Officer (“CEO”) to sign agreement #19F-4044 with CSD in an amount not to exceed \$299,498 for the period January 1, 2019 through December 31, 2019; and
- (2) Authorizes the CEO to sign subsequent agreements and any amendments, including retroactive agreements and/or amendments, with CSD for the receipt of CSBG funds, with County Risk Manager approval and County Counsel approval as to form, in an amount not to exceed \$500,000 per calendar year for the time period January 1, 2019 through December 31, 2021; and
- (3) Certifies that all uses of funds will be in compliance with CSD regulations, guidelines, and agreement provisions; and
- (4) Authorizes the Director of the Department of Housing and Community Action Programs, or his or her designee, to sign and submit all required CSBG forms, certifications, and reports for the time period January 1, 2019 through December 31, 2021.

DULY PASSED AND ADOPTED this 8th day of January 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (Rev. 6/03)

AGREEMENT NUMBER 19F-4044	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Shasta County Community Action Agency
- The term of this Agreement is: January 1, 2019 through December 31, 2019
- The maximum amount of this Agreement is: Total \$299,498.00
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 Part I
 Preamble
 Article 1 - Scope of Work
 Article 2 - Contract Construction, Administration, Procedure
 Part II*
 Subpart A - Administrative Requirements*
 Subpart B - Financial Requirements*
 Subpart C - Programmatic Requirements*
 Subpart D - Compliance Requirements*
 Subpart E - Certifications and Assurances*
 Subpart F - State Contracting Requirements GTC 04/2017*
 Subpart G - Definitions*
 Subpart H - Table of Forms*

RISK MANAGEMENT APPROVAL

BY:

James Johnson

Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Matthew M. McOmber

Senior Deputy County Counsel

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
 Department of General Services
 Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Shasta County Community Action Agency

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

LAWRENCE G. LEES COUNTY EXECUTIVE OFFICER

ADDRESS

1450 Court Street, Ste 108, Redding, CA 96001

STATE OF CALIFORNIA

AGENCY NAME

Department of Community Services and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Dougherty, Deputy Director, Administrative Services

ADDRESS

2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

☐ Exempt per _____

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

TABLE OF CONTENTS

PART I.....	1
PREAMBLE.....	1
ARTICLE 1 – SCOPE OF WORK.....	1
1.1 General	1
1.2 Term and Amount of Agreement	1
1.3 Service Area	2
1.4 Legal Authorities – Program Requirements, Standards and Guidance.....	2
ARTICLE 2 – Contract Construction, Administration, Procedure	5
2.1 Base Contract and Whole Agreement	5
2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”.....	6
2.3 Contractor’s Option of Termination	7
2.4 Budget Contingencies.....	7
2.5 Miscellaneous Provisions	8
PART II.....	10
Subpart A – Administrative Requirements	10
ARTICLE 3 – AGREEMENT CHANGES	10
3.1 Amendment	10
3.2 Minor Modification	10
ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES	11
4.1 Board Roster, Bylaws, Resolution and Minutes	11
4.2 Training And Quarterly CSBG Advisory Committee (CAC) Meetings.....	12
4.3 Internal Control Certification	12
4.4 Record Retention Requirements.....	13
4.5 Insurance Requirements	13
4.6 Specific Insurance Requirements	14
4.7 System Security Requirements	16
4.8 Travel and Per Diem	18
4.9 Codes of Conduct	18
4.10 Conflict of Interest	19
4.11 Fraud, Waste, and Abuse.....	19
4.12 Procurement Standards.....	20
4.13 Use and Disposition of Vehicles and Equipment	21
4.14 Subcontracts	23

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart B – Financial Requirements	25
ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS	25
5.1 Budget	25
5.2 Advance Payments	26
5.3 Payments	28
5.4 Disaster Set-Aside funding	28
ARTICLE 6 – FINANCIAL REPORTING	29
6.1 Monthly/ Bimonthly Fiscal Reports	29
6.2 Close-Out Report	29
6.3 Transparency Act Reporting	30
Subpart C – Programmatic Requirements	31
ARTICLE 7 – CSBG Terms, Conditions, Programmatic Provisions and Reporting	31
7.1 Fair Hearing for Denial of Client benefits by Contractor	31
7.2 Organizational Standards	31
7.3 Programmatic Reporting	31
Subpart D – Compliance Requirements	33
ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES	33
8.1 Right to Monitor, Audit and Investigate	33
8.2 Compliance Monitoring	33
8.3 Auditing Standards and Reports	35
8.4 Enforcement Actions Resulting from Noncompliance with this Agreement	37
Subpart E – Certifications and Assurances	44
ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS	44
9.1 Certifications	44
9.2 Federal Certification Regarding Debarment, Suspension and Related Matters	44
9.3 Affirmative Action Compliance	45
9.4 Nondiscrimination Compliance	46
9.5 Specific Assurances	46
9.6 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements	47
Subpart F – State Contracting Requirements	48
ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 04/2017	48
10.1 APPROVAL	48
10.2 AMENDMENT	48
10.3 ASSIGNMENT	48
10.4 AUDIT	48
10.5 INDEMNIFICATION	48
10.6 DISPUTES	48
10.7 TERMINATION FOR CAUSE	48
10.8 INDEPENDENT CONTRACTOR	49

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

10.9 RECYCLING CERTIFICATION	49
10.10 NON-DISCRIMINATION CLAUSE.	49
10.11 CERTIFICATION CLAUSES.	49
10.12 TIMELINESS.....	50
10.13 COMPENSATION.....	50
10.14 GOVERNING LAW	50
10.15 ANTITRUST CLAIMS.....	50
10.16 CHILD SUPPORT COMPLIANCE ACT	50
10.17 UNENFORCEABLE PROVISION	51
10.18 PRIORITY HIRING CONSIDERATIONS	51
10.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS	51
10.20 LOSS LEADER	51
Subpart G – Definitions	53
Subpart H – Table of Forms and Attachments	56

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2019 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended. Unless otherwise specified in the Contractor’s Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes.
- B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the contract face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
 - 1. The initial amount shall be based on the prior year’s grant award of the federal Community Services Block Grant for federal fiscal year (FFY) 2019, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

ARTICLE 1 – SCOPE OF WORK

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

2. Upon notification of the full federal fiscal year grant award amount from the U.S. Department of Health and Human Services (HHS), CSD shall, if necessary, issue an amendment to this agreement to increase or decrease the Maximum Amount.
3. If the full amount of the HHS CSBG grant to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure, and shall advance funds in accordance with Article 5, Section 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the Maximum Amount of the Agreement has been revised.
4. In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's Maximum Amount of the Agreement prior to the end of the Contract term, the contract amount shall be deemed to be reduced to the amount actually provided by HHS and the contract shall be closed on that basis without need for amendment.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2019 CSBG Numbers, Contractors, and Service Territories listing may be accessed on the Provider Website.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
 3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit

ARTICLE 1 – SCOPE OF WORK

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Requirements for HHS Awards, 45 CFR Part 75.

- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.
1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75);
 2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CC-307);
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
- That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX" is available on the Provider Website.
 - That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 - That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 - That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 - That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended

ARTICLE 1 – SCOPE OF WORK

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;

- That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,
 - That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

ARTICLE 1 – SCOPE OF WORK

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.

B. Part I is the “Base Contract” which consists of the following:

1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.

2. The Preamble, Article 1 and Article 2

C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.

D. Contract Elements Integral to Agreement and Enforceability Conditions

1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:
 - a. Federal Funding Accountability and Transparency Act Report (CSD 279)
 - b. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - c. Contractor Certification Clause (CCC 04/2017)
 - d. Current Insurance or Self-Insurance Authority Certification
 - e. Board Resolution authorizing execution of this Agreement
2. In addition to the documentation requirements set forth in subparagraph 1, CSD’s obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Provider Website. The documentation shall be subject to CSD’s approval, in form and substance.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- a. 425 Budget Series Forms
 - i. CSD 425.S CSBG Contract Budget Summary
 - ii. CSD 425.1.1 CSBG Budget Support Personnel Costs
 - iii. CSD 425.1.2 CSBG Budget Support Non-Personnel Costs
 - iv. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
 - v. CSD 425.1.4 CSBG Contract Budget Narrative
 - b. CSBG Annual Report Workplan (CSD 641)
 - c. Agency Staff and Board Roster (CSD 188)
 - d. Updated organizational bylaws (if applicable)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2019 CSBG Agreement and any amendments.
 4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
 5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on the Provider Website, which may be accessed by Contractor, downloaded and printed at Contractor's option.
 6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Provider Website until such time as a subsequent Agreement or amendment is executed by the parties.
 7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor's Option of Termination

- A. Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:
1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

- A. State Budget Contingency
1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 CSBG Contract Budget Summary
 CSD 425.S (Rev.9/14)

Expenditure Reporting:

☒ Bi-Monthly
☐ Monthly

CSBG CONTRACT BUDGET SUMMARY

Contractor Name: Shasta County Community Action Agency		Contract Number: 19F-4044	Amendment Number:
Prepared By: Torri Cardilino		Contract Term: 1/1/19-12/31/19	
Telephone Number: 530-245-6431		Contract Amount: \$299,498	
Date: 10/26/2018		E-mail Address: tcardilino@co.shasta.ca.us	
SECTION 10: ADMINISTRATIVE COSTS			
Line Item		CSBG Funds (round to the nearest dollar)	
1	Salaries and Wages	\$92,148.00	
2	Fringe Benefits	\$55,536.00	
3	Operating Expenses	\$56,764.00	
4	Equipment		
5	Out-of-State Travel		
6	Contract/Consultant Services		
7	Other Costs		
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)		\$204,448.00	
SECTION 20: PROGRAM COSTS			
Line Item		CSBG Funds (round to the nearest dollar)	
1	Salaries and Wages	\$51,379.00	
2	Fringe Benefits	\$33,095.00	
3	Operating Expenses	\$10,576.00	
4	Equipment		
5	Out-of-State Travel		
6	Subcontractor/Consultant Services		
7	Other Costs		
Subtotal Section 20: Program Costs		\$95,050.00	
SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20) Note: Total cannot exceed allocation amount.		\$299,498.00	
SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG		\$10,546,761	
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)		\$10,846,259.00	
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)		1.88%	

CSBG BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name: Shasta County Community Action Agency	Contract Number: 19F-4044	Amendment Number:
Prepared By: Torri Cardilino	Contract Term: 1/1/19-12/31/19	
Telephone Number: 530-245-6431	Contract Amount: \$299,498	
Date: 10/26/2018	E-mail Address: tcardilino@co.shasta.ca.us	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

<u>A</u> No. of Positions	<u>B</u> Position Title	<u>C</u> Total Salary for each position	<u>D</u> Percent (%) of CSBG time allocated for each position	<u>E</u> Number of CSBG months allocated for each position	<u>F</u> Total CSBG Funds budgeted for each position
1	Director	\$87,380.80	48.00%	12	\$41,942.78
1	Staff Services Analyst I/II	\$49,129.60	75.00%	12	\$36,847.20
1	Program Manager	\$66,788.80	20.00%	12	\$13,357.76

Total (must match Section 10: Administrative Costs line item 1 on the CSD 425.S Budget Summary form)	\$92,148
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SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

1	HCPS III	\$57,720.00	20.00%	12	\$11,544.00
1	Clerk III	\$31,054.40	38.00%	12	\$11,800.67
1	HCPS I/II	\$48,672.00	30.00%	12	\$14,601.60
1	Community Action Specialist	\$36,836.80	20.00%	12	\$7,367.36
1	Staff Services Analyst I/II	\$40,435.20	15.00%	12	\$6,065.28

Total (must match Section 20: Program Costs line item 1 on the CSD 425.S Budget Summary form)	\$51,379
--	-----------------

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG funds Budgeted Line 2	Section 20 Program Costs List CSBG funds Budgeted Line 2
FICA		\$6,554.44	\$4,086.41
RETIREMENT/INSURANCE		\$45,024.53	\$26,689.88
UNEMPLOYMENT/WORKERS COMP		\$921.71	\$540.13
LIABILITY INSURANCE		\$242.07	\$141.85
OPEB		\$2,793.08	\$1,636.75
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)		\$55,536	\$33,095

BOARD OF SUPERVISORS REGULAR MEETING - January 8, 2019

State of California

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

CSBG Budget Support -- Non Personnel Costs

CSD 425.1.2 (Rev. 9/14)

CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: Shasta County Community Action Agency	Contract Number: 19F-4044	Amendment Number:
Prepared By: Torri Cardilino	Contract Term: 1/1/19-12/31/19	
Telephone Number: 530-245-6431	Contract Amount: 299,498	
Date: 10/26/2018	E-mail Address: tcardilino@co.shasta.ca.us	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary	CSBG	
	Section 10: Administrative Costs	Section 20: Program Costs
List all Operating Expenses Telephone, office supplies, copier, postage, insurance, IT support, facilities maintenance, membership dues, public notices, janitorial, utility costs, payroll and accounting system, and in-state travel	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form \$56,764	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form \$10,576
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Contract/Consultant Services	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form	
List all Subcontractor/Consultant Services		6 sum should equal total on line item 6 of CSD 425.S Budget Summary form
Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10: Administrative Costs	Section 20: Program Cost
i		
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form

CSBG Budget Support -- Other Agency Operating Funds

Contractor Name: Shasta County Community Action Agency		Contract Number: 19F-4044	Amendment Number:
Prepared By: Torri Cardilino		Contract Term: 1/1/19-12/31/19	
Telephone Number: 530-245-6431		Contract Amount: \$299,498	
Date: 10/26/2018		E-mail Address: tcardilino@co.shasta.ca.us	
Funding Source (DO NOT ABBREVIATE)	Funding Type Federal, State, Local, Private, Other	Funding Amount	
Housing Choice Voucher Program	Federal	\$5,000,000	
Family Self-Sufficiency Coordinator	Federal	\$29,412	
Emergency Food and Shelter Program	Federal	\$90,508	
Community Development Block Grant - Owner-Occupied Rehabilitation	Federal	\$425,000	
HOME Tenant Based Rental Assistance Program - Program Income	Federal	\$375,000	
HUD Homeless Continuum of Care Homeless Management Information System	Federal	\$30,000	
HUD Homeless Continuum of Care Homeless Planning Grant	Federal	\$29,358	
City of Anderson Affordable Housing Long-Term Monitoring	Federal/Local	\$2,900	
City of Anderson Affordable Housing Loan Servicing	Federal/Local	\$15,000	
City of Anderson Affordable Housing Programs	Federal/Local	\$150,000	
Whole Person Care	Federal/Local	\$191,725	
CalHome Owner-Occupied Rehabilitation Program	State	\$120,000	
County General Fund - Tenant Based Rental Assistance	Local	\$16,873	
County General Fund - Housing	Local	\$58,639	
County General Fund - Community Action	Local	\$15,338	
Area Agency on Aging	Local	\$43,158	
Victims of Domestic Violence Fund	Local	\$38,000	
Emergency Shelter Grant	Federal	\$236,229	
California Emergency Shelter and Housing Program	State	\$871,150	
Housing Emergency Aid Program	State	\$2,695,571	
No Place Like Home Technical Assistance	State	\$75,000	
In-Kind Support	Private	\$7,000	
Contract Revenue	Private/State/Local	\$48,900	
Total Other Agency Operating Funds to Support CSBG (Total should match total on CSD 425 S form, Section 70)		\$10,564,761	

CSBG CONTRACT BUDGET NARRATIVE

Contractor Name: Shasta County Community Action Agency	Contract Amount: \$295,407	Date: 01/01/2018
Prepared By: Janet Redmond	Contract Number: 18F-5044	Amendment Number: 0
Telephone Number: (530) 245-6432	Contract Term: 01/01/2018-12/31/2018	E-mail Address: jredmond@co.shasta.ca.us

Section 10: Administrative Costs

Salaries and Wages: The Community Action Agency leverages federal CSBG funds to obtain and maintain other funding sources that combat the central causes of poverty such as housing, nutrition, emergency services, and lack of employment.

Director-Plans, organizes, and directs a wide range of programs designed to assist low-income persons.

.45 FTE \$41,288

Staff Services Analyst I/II-Coordinates budget, fiscal, and information technology.

.75 FTE \$36,670

Program Manager - Duties related to program development, reporting, community services and assisting director in organizing programs.

.20 FTE \$13,126

Fringe Benefits:

FICA, retirement, health insurance, vision insurance, dental insurance, employee life insurance, unemployment insurance, workers compensation insurance, other post-employment benefits. \$55,536

Operating Expenses:

Telephone; office supplies; copier; postage; general liability insurance (fire, personal property, flood, pollution, and terrorism); IT support; facilities maintenance; membership dues to California/Nevada Community Action Partnership; public notices in the local newspaper's legal section to announce CAB meetings and RFP's for procurement; janitorial; utility costs; payroll and accounting system; and in-state travel/training for the new director & conferences in the expected amount of \$5,475. \$56,764

Section 20: Program Costs:

Salaries and Wages:

BOARD OF SUPERVISORS REGULAR MEETING - January 8, 2019

Housing and Community Programs Specialist III - Duties related to affordable housing services, community services, economic development/job creation, and community development projects. Services are designed to assist income-eligible, elderly, disabled, Veterans, and homeless individuals to remove obstacles to solve problems that block the achievement of self-sufficiency.

.20 FTE \$11,544

Housing and Community Programs Specialist I - Duties related to affordable housing services, community services, economic development/job creation, and community development projects. Services are designed to assist income-eligible, elderly, disabled, Veterans, and homeless individuals to remove obstacles to solve problems that block the achievement of self-sufficiency.

.30 FTE \$15,332

Community Action Specialist - Duties related to community services and education of the general population about programs offered by the Community Action Agency, assisting the program manager in reporting, working with community organizations to educate customers on ways to break their poverty cycle.

.20 FTE \$7,370

Staff Services Analyst I/II - Duties related to homeless Continuum of Care programs, operations of programs and assistance to program manager regarding homeless programs

.15 FTE \$6,065

Clerk - Duties related to answering basic program questions received by phone or walk-in clients.

.38 FTE \$12,228

Fringe Benefits:

FICA, retirement, health insurance, vision insurance, dental insurance, employee life insurance, unemployment insurance, workers compensation insurance, and other post-employment benefits. \$33,095

Operating Expenses:

Program share of telephone, office supplies, copier, liability insurance exposure, IT support, and in-state travel for training in the expected amount of \$4,600. \$10,576

**Shasta County Community Action Agency
Community Action Advisory Board (CAB)
Meeting Schedule for Year 2019**

January 17, 2019

February 21, 2019

March 21, 2019

April 18, 2019

May 16, 2019

June 20, 2019

July 18, 2019

August 22, 2019

September 19, 2019

October 17, 2019

November 14, 2019

December 19, 2019

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Executive Director and Board Roster
CSD 188 (Rev 10/2015)

Executive Director and Board Roster

Programs Administered: CSBG X Energy

Agency Name:	Shasta County Community Action Agency	Contact Email Address:	lburch@co.shasta.ca.us
Contact Person:	Laura Burch	Date Submitted:	11/21/18
Contact Phone Number:	530-225-5182	Total Number of Board Seats:	12

List the name of each board member and identify any board vacancies. In the "Name" field identify the date the seat became vacant and specify the sector represented in the "Sector" field.

Sector: Please indicate P=Public, PR= Private, L= Low Income (Energy only agencies are not required to identify the sector.)

Name	Title/Position	Address	Sector	Phone Number	Email
Laura Burch	Executive Director	1450 Court Street, Suite 108 Redding, CA 96001		530-225-5160	lburch@co.shasta.ca.us
	Additional Authorized signer of the Contract				
1 Bobbie Sawtelle	Board Chair	2400 Washington St Redding, CA 96001	L	530-247-3316	bsawtelle@nvcss.org
2 Jessaca Lugo	Member	PO Box 777 Shasta Lake, CA 96019	L	530-225-5160	jilugo@cityofshastalake.o
3 Dan Waldrop	Member	4624 Shasta Dam Blvd. SLC CA 96019	PR	530-225-5160	dansoptical@yahoo.com
4 David Kehoe	Member	1450 Court Street, Suite 308B Redding, CA 96001	P	530-225-5160	dkehoe@co.shasta.ca.us
5 Stan Neutze	Member	1887 Howard St Anderson, CA 96007	P	530-225-5160	sneutze@ci.anderson.ca.us
6 Larry Farry	Vice-Chair	PO Box 777 Shasta Lake, CA 96019	P	530-225-5160	lfarr@cityofshastalake.org

	Name	Title/Position	Address	Sector	Phone Number	Email
7	Adam McElvain	Member	777 E. Cypress Ave Redding, CA 96001	P	530-225-5160	amcelvain@ci.redding.ca.gov
8	Jeremy Hayward	Member-	2000 Redding Rancheria Rd Redding CA 96001	L	530-225-5160	JeremyH@redding-rancheria.com
9	Dale Ball	Member	1450 Court Street, Suite 108 Redding, CA 96001	PR	530-225-5160	dball@gmail.com
10	Vacant	June 2017		PR		
11	Vacant	June 2017		PR		
12	Vacant	June 2017		L		
13						
14						
15						
16						
17						



State of California
Department of Community Services and Development
Community Services Division
Work Plan CSD 641 (New 2018)

Contract Number: 19F-4044
Date Submitted: 11/21/2018

Contractor Name: Shasta County Community Action Agency
Contact Person and Title: Laura Burch, Director
Phone Number and Ext.: (530) 225-5182
Email Address: lburch@co.shasta.ca.us

Program/Service Name	Program Description	Domain(s) (check all that apply)	Projected # of Individuals to be Served
Example: Homeless Care Program	Example: A six bed, 24-hour recuperative care program at Memorial Shelter for homeless clients discharged from the hospital.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	Example: 1,603 individuals.
Family Self Sufficiency Program	HUD funded program through the Shasta County Housing Authority that assist families in obtaining livable wage jobs and decreasing there reliance on public benefits	<input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	22 individuals will obtain employment 10 individuals will obtain education. 22 individuals will obtain housing.
Down Payment Assistance Program	Assist low income individuals purchase safe and affordable housing	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	5 individuals will purchase a home for the first-time.

Contract Number: 19F-4044

State of California
 Department of Community Services and Development
 Community Services Division
 2018 Work Plan CSD 641



Program/Service Name	Program Description	Domain(s) (check all that apply)	Projected # of Individuals Served
Housing Choice Voucher Program	HUD funded rental assistance program	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	967 individuals will receive rental assistance month to month
Continuum of Care	Multi agency collaboration to assist low income persons	<input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input checked="" type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement	<p>The following will receive services through the continuum of care planning process.</p> <p>18 individuals/Employment.</p> <p>35 individuals/Education and Cognitive Development.</p> <p>55 individuals/Income and Asset Building.</p> <p>65 individuals/Housing.</p>

At the end of the contract term all eligible entities will complete and submit CSBG Annual Report (Modules 2-4) for the current contract Program Year, with a submission date of February 2019.

			757 individuals/Health and Social/Behavioral Development. 47 individuals/Civic Engagement and Community Involvement.
CAP Volunteer Opportunities	CAB membership volunteer hours	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input checked="" type="checkbox"/> Civic Engagement and Community Involvement	12 individuals
CAA Referral Program	Referring low-income clients to other community partners	<input checked="" type="checkbox"/> Employment <input checked="" type="checkbox"/> Education and Cognitive Development <input checked="" type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input checked="" type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	100 individuals will receive Employment referrals. 100 individuals will receive Education and Cognitive Development referrals. 100 individuals will receive Income and Asset Building referrals. 4000 individuals will receive Housing referrals. 700 individuals will receive Health and Social/Behavioral Development referrals.



Program/Service Name	Program Description	Domain(s) (check all that apply)	Projected # of Individuals Served
Housing Rehabilitation	Assist low income individuals maintain safe and secure housing which is brought up to current housing code.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	7 Households will receive Housing Rehabilitation services.
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	<input type="checkbox"/> Employment <input type="checkbox"/> Education and Cognitive Development <input type="checkbox"/> Income and Asset Building <input type="checkbox"/> Housing <input type="checkbox"/> Health and Social/Behavioral Development <input type="checkbox"/> Civic Engagement and Community Involvement	Click or tap here to enter text.

At the end of the contract term all eligible entities will complete and submit CSBG Annual Report (Modules 2-4) for the current contract Program Year, with a submission date of February 2019.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

PART II

Subpart A – Administrative Requirements

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- A. Formal amendments to this Agreement are required for changes to the term, total cost or Maximum Amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- B. If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD Form 425b, Justification for Contract Amendment/Modification, no later than 45 days prior to the expiration of the Agreement term. CSD Form 425b can be located on the Provider Website.
- C. *Term extensions.* The term of this Agreement may be extended, upon request, to no later than May 31st of the year following the original expiration date of the Agreement. Accordingly, a term extension through April 30th allows for a 60-day close-out period, and an extension through May 31st allows for a 30-day period.

3.2 Minor Modification

- A. Any request(s) for modification to CSBG Fiscal Data or Workplan documents must be submitted on a CSD Form 425b, Justification for Contract Amendment/Modification, no later than 45 calendar days prior to the expiration date of this Agreement.
- B. Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on a CSD Form 425b, Justification for Contract Amendment/Modification.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, Bylaws, Resolution and Minutes

- A. Concurrently with Contractor's submission of this Agreement, Contractor shall submit to CSD at CSDiv@csd.ca.gov and the assigned field representative the following:
1. Unless otherwise specified in 2. and 3. below, a current roster of the tripartite board, including the name and sector (i.e., low-income, public, private) of each board member, contact information for each member at a location other than the office of the eligible entity, vacancy title, date each board seat was vacated, and the updated organizational bylaws if any changes occurred within the past calendar year. Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Executive Director and its governing board members, including contact information for each board member at a location other than the Contractor's offices, current board meeting schedule, and updated organizational bylaws if any changes occurred in the past 12 months. A link to the CSD 188 form is listed in Subpart H. Contractor is responsible to notify CSD of any changes to the tripartite board within thirty (30) days of such occurrence.
 2. In the case of Native American Indian (NAI) Contractors that have established another mechanism (in consultation with CSD and subject to CSD approval) to assure low-income individuals' participation in the management of programs funded by this Agreement, a current roster of the NAI governing council, commission, board, or other body responsible for administration of CSBG-funded programs, and the most recent version of the organizational bylaws. The roster shall include contact information for each member of the governing body at a location other than the office of the NAI Contractor and shall identify how low-income individuals are represented in the organization's governance. NAI Contractors shall also submit the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its governing body within (30) days of such occurrence.
 3. In the case of Limited Purpose Agency (LPA) Contractors, a current roster of Contractor's board, including the name of each board member, contact information for each member at a location other than the office of the LPA, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to its board within thirty (30) days of such occurrence.
- B. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: 1) direct

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

signature of a board member having signing authority; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.

- C. Where Contractor elects to delegate signing authority to the chief executive officer (CEO) or executive director (ED), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board with general applicability to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO or ED provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.
- D. Contractor shall submit to CSD the approved minutes of regularly scheduled meetings of its tripartite board, LPA contractor's board, NAI governing council, commission, advisory board, or other body responsible for administration of CSBG-funded programs, no later than thirty (30) days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSDiv@csd.ca.gov and to the assigned Field Representative. Regularly scheduled meetings shall be held in accordance with Contractor's bylaws.
- E. In addition to the minutes referenced above in subsection D, if Contractor's tripartite board is advisory to the elected officials of a local government, Contractor also shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard; including, but not limited to, discussions about or decisions affecting the Community Action program. Such minutes shall be submitted to CSD no later than thirty (30) days after the minutes are approved. Contractor shall submit board meeting minutes to CSD at CSDiv@csd.ca.gov and to the assigned Field Representative.

4.2 Training and Quarterly CSBG Advisory Committee Meetings (CAC)

Contractors shall make every effort to attend all trainings and quarterly CSBG Advisory Committee meetings associated with CSD. A failure to attend all meetings and trainings, limits the Contractor's ability to deliver quality services.

4.3 Internal Control Certification

Contractor shall establish and maintain a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- A. Segregation of duties appropriate to safeguard State assets.
- B. Access to agency assets is limited to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

4.4 Record Retention Requirements

- A. All records maintained by Contractor shall meet the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75 § 75.361 through § 75.370).
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

4.5 Insurance Requirements

- A. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- B. Contractor shall provide CSD with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
 - 1. Notices of Insurance must be submitted to the following addresses:
Electronic copies:
Contracts2@csd.ca.gov
Printed copies:
Department of Community Services Unit

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

- C. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.
- D. New Certificates of Insurance will be reviewed for content and form by CSD.
- E. In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other available remedies it may have, suspend this Agreement.
- F. With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- G. The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- H. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.6 Specific Insurance Requirements

A. Self-Insurance

- 1. When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 3. In the event that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

letter is due at the time of Agreement execution or within thirty (30) days of expiration of insurance.

4. In lieu of providing certification of self-insurance, Contractor may provide proof of excess insurance coverage through an insurance carrier who is licensed to underwrite insurance in the State of California.

B. Workers' Compensation Insurance

1. Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
2. Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to CSD as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

C. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain a commercial crime policy. If Contractor is a public entity, Contractor shall maintain a government crime policy. The commercial crime policy or government crime policy (hereinafter "fidelity bond") shall include the following coverages or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.
2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.
3. Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to CSD as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

1. Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
2. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with the general liability insurance requirement prior to issuance of an initial cash advance.

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

E. Vehicle Insurance

1. Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage (Driving to and from work is not within the scope of employment.).
3. Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured as evidence of compliance with the vehicle insurance requirement prior to issuance of an initial cash advance.

4.7 System Security Requirements

- A. Contractor shall, in cooperation with CSD, institute policies, processes, procedures, and security controls designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §1798, et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Section, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):
 1. *General Information/Data Description.* The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver programmatic data for contract oversight.
 2. *Services Offered.* Data exchange between CSD and Contractor shall be handled through one of three methods: 1) a Contractor user must upload data files or perform data entry using credentials provided by CSD; or 2) utilize CSD web applications as configured by the Contractor technology vendor; or 3) via email using security protocols, such as encryption and redaction, for any sensitive data.
 3. *Data Sensitivity*
 - a. Data exchanged between CSD and Contractor must be limited to the data

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

fields included on Data Transfer Rules documents posted on the Provider Website. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

- b. Data exchanged between CSD and Contractor must be limited to the data fields as requested within the web applications. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- c. Data exchanged between CSD and Contractor via email communication must have all personally-identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor is to encrypt any attachments that have sensitive data using encryption tool and configurations as required by CSD.
- d. Access to the above-mentioned data must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with logins, the contractor will remove the employee's access to the systems as soon as possible.

4. Contractor Systems Security

- a. The physical location of the application systems shall be within controlled access facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.
 - b. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
 - c. Both CSD and Contractor shall maintain security patches and anti-virus software updates.
5. *Trusted behavior expectations.* CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the consent of the owner.

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

6. *Incident reporting.* Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD Information Technology Services Help Desk any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc.
7. *Audit trail responsibilities.* Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.
8. *Data sharing responsibilities.* Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.8 Travel and Per Diem

- A. Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75.474) or any amendments thereto, as applicable.
- C. In the absence of a written travel reimbursement policy, federal per diem limits shall apply.

4.9 Codes of Conduct

- A. *Written standards.* Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

- B. *Self-dealing prohibited.* Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR §75.327, or subsequent amendments to these requirements.

4.10 Conflict of Interest

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.11 Fraud, Waste and Abuse

- A. Contractor shall make timely, a written report to CSD of incidents and activities, or suspected incidents and activities, involving fraud, waste and abuse of CSBG funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor, concerning the misuse of CSBG funds.

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- B. Contractor shall provide employees, subcontractors, clients and other parties affiliated with the Contractor the information necessary to report fraud, waste and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

4.12 Procurement Standards

- A. *Maintenance of written procurement procedures.* Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general OMB compliance requirement in Article 1 of this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR § 75.326 through § 75.340, or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- B. *Eligible bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- C. Contractor assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- D. Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- E. *Non-competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one vendor/provider cannot

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding “Adequate justification” must include, but is not limited to:

1. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
2. Description of sole vendor/supplier’s unique qualifications to provide the goods or services in question; and,
3. Analysis of cost(s) to demonstrate reasonableness.

- F. *CSD Lease/Purchase Pre-Approval requirements.* To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for equipment with a unit cost of \$5,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (form CSD 558) to CSD at least fifteen (15) calendar days prior to execution. Transactions without CSD’s prior written approval may be disallowed.
- G. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- H. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.13 Use and Disposition of Vehicles and Equipment

- A. Use of CSBG-funded vehicles and equipment by other programs shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320 and §75.439)
1. Vehicles and equipment purchased with CSBG funds must be used by Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by CSBG funds, and Contractor must not encumber the property without prior approval of CSD. When no longer needed for the original program or project, the equipment may be used in other activities supported by CSD, in the following order of priority:
 - a. Activities under a Federal award from CSD, then
 - b. Activities under Federal awards from other HHS awarding agencies

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

2. During the time that equipment is used on the project or program for which it was acquired, Contractor must also make the equipment available for use on other projects or programs currently or previously supported by the Federal Government. User fees should be considered, if appropriate, in accordance with federal regulations.
 3. Any use fees shall be treated as 'program income' to the CSBG program, as described in 45 CFR § 75.307.
 4. Contractor may be compensated for the use of its buildings, capital improvements, equipment and software projects capitalized in accordance with generally accepted accounting principles (GAAP), provided they are used, needed in Contractor's program activities, and properly allocated to the CSBG grant. Such compensation must be made by allocating and computing depreciation in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.436).
- B. Contractor shall comply with all equipment management requirements outlined in the Uniform Administrative Requirements for HHS Awards (45 CFR §75.320 (d)), including, but not limited to:
1. Property Records;
 2. Physical inventory of the property;
 3. A control system to prevent loss, damage, or theft;
 4. Adequate maintenance procedures; and
 5. Proper sale procedures
- C. Sale or disposition of CSBG-funded vehicles and equipment
1. If/when Contractor's CSBG program(s) no longer need(s) items of equipment with a current per unit fair market value of \$5,000 or less, the equipment may be retained, sold, or otherwise disposed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR § 75.320).
 2. Conflict of interest policies and proper sales procedures should be followed to ensure that the best possible value and sale price is realized.
 3. Sale proceeds from the sale of real property, equipment, or supplies are not program income. 45 CFR 75.307(d). *See also* 45 CFR 75.2 "Program Income." Such proceeds will be handled in accordance with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards – *Subpart D–Post Federal Award Requirements* (45 CFR 75.300 et seq.).

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

4.14 Subcontracts

- A. Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 - SCOPE OF WORK.
- B. *Notification of subcontract execution.*
1. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement by completing the CSD 163 Subcontractor List (Form), which can be found on the Provider Website.
 2. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov>.
- C. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- D. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet the Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR 75, Subpart E – Cost Principles, 45 CFR 75.400 et seq.).

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- E. Contractor is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor shall be liable for any acts and omissions of its subcontractors or of persons either directly or indirectly employed by subcontractors in violation of this Agreement. Contractor's obligation to pay subcontractor(s) is independent from CSD's obligation to make payments to Contractor. As a result, CSD shall have no obligation to pay or to enforce payment of any moneys to any subcontractor.
- G. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart B – Financial Requirements

ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

5.1 Budget

- A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425.1.1), CSBG Budget Support - Non-Personnel Costs (CSD 425.1.2), CSBG Budget Support - Other Agency Operating Funds (CSD 425.1.3), and Budget Narrative (CSD 425.1.4)] attached to this Agreement in Subpart H. Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Notwithstanding any other provision of this paragraph, Contractor may submit the itemized list of other funding sources by either of the following methods: 1) completing the attached form (CSD 425.1.3), or 2) submitting an internal annual budget document displaying the funding sources and their anticipated revenues.
- B. Contractor shall submit the CSD 425.1.4 (CSBG Contract Budget Narrative) with a justification for each projected line item reported on the CSD 425.1.1 and CSD 425.1.2.
- C. Administrative Expenses
 - 1. For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total operating budget of its community action program(s), including other agency funds used to support CSBG. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.
 - a. “A community action program is a locally planned and operated program comprising a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem,” as defined by Cal. Gov. Code § 12750(b).
 - b. Community action programs typically:
 - i. maintains a tripartite board or advisory board, as defined in Cal. Gov. Code § 12751, which in the case of governmental entities, has operational jurisdiction and oversight or advisory responsibility, and

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ii. serves the purposes and goals of the federal Community Services Block Grant, Section 672 and Cal. Gov. Code § 12750 with particular reference to the reduction of the causes and conditions of poverty and persistent economic insecurity.

c. The budgets of Contractor's community action programs, not the budget of the organization or the organizational division to which the community action programs are assigned, shall be used in calculating the amount of allowable administrative expenditures under this subparagraph.

2. For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate.

D. Budget modifications requiring pre-approval. In accordance with 22 CCR § 100715(a), no originally approved budget line item may be increased or decreased by more than ten percent (10%) without prior CSD approval. Any increase or decrease of more than ten percent (10%) to the originally approved budget line item will require a request for modification to the budget and shall be submitted to CSD on form CSD 425b, Justification for Contract Amendment/Modification.

5.2 Advance Payments

A. Advance Amount

1. Upon CSD providing a written notice of compliance with Article 2, Subsection 1 of this Agreement, CSD shall, in accordance with CA Gov. Code § 12781 (b), issue an advance payment to Contractor in an amount not to exceed 25% of the Maximum Amount of this agreement.
2. If HHS does not initially make enough funds available for CSD to pay the advance amount in full, CSD shall provide that portion of the advance amount that is available and pay the remaining portion(s) as funds become available.
3. If HHS fails to provide sufficient funds to pay the authorized advance amount during the first six months of the contract term, Contractor will not be entitled to additional advance payments thereafter.
4. If, during the first six months of the contract term, CSD amends this Agreement to increase the Maximum Amount, CSD shall advance up to 25% of the increase to Contractor.

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

5. Contractors who opt not to receive an advance payment must notify CSD in writing on agency letterhead. Written notification must be submitted with the contract.

B. Interest on Advances

1. Contractor must deposit all advances in an interest-bearing account in accordance with 45 CFR 75.305(b)(9)), unless the following apply:
 - a. Contractor receives less than \$120,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on CSBG cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
2. Interest earned amounts up to \$500 may be retained by Contractor for administrative expense. Any additional interest earned on CSBG advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services.

C. Liquidation of Advance

1. Contractor may liquidate the advance at any time through offsets against CSD-approved reimbursement requests; however, CSD shall initiate repayment of the advance through offsets of approved expenditures when the first of either of the following occurs:
 - a. Contractor has expended seventy-five percent (75%) of the Maximum Amount of this Agreement; or,
 - b. At the beginning of the seventh monthly (or fourth bimonthly) reporting period of the contract term.
2. CSD-initiated repayments of the advance shall be accomplished through offsets against subsequent reimbursement of approved expenditures. CSD shall determine the amount to be offset against reimbursements by dividing the unpaid advance amount by the number of remaining expenditure reporting periods in the contract term. In the event that an expenditure request for a reporting period is less than the offset amount as determined above, the entire amount of the expenditure reimbursement request shall be applied against the remaining advance balance.

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

D. Lien Rights

The State retains lien rights on all funds advanced.

5.3 Payments

- A. Upon approval of deliverables described in Article 2, Section 1, CSD shall issue bimonthly or monthly payments (as specified by Contractor on the CSD 425.S) to Contractor upon receipt and approval of a certified CSBG Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report period.
- B. Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the preceding monthly/bimonthly Expenditure/Activity Report. If Contractor owes CSD any outstanding balance(s) for overpayments of any Agreement, current or previous, the balance(s) may be offset after notice to the Contractor providing an opportunity to present any valid objection to the offset.

5.4 Disaster Set-Aside Funding

- A. In the event a State of Emergency has been issued by the Office of the Governor, CSD authorizes Contractor to expend its CSBG funds as an interim solution to provide disaster relief services to CSBG eligible, low-income persons.
 - 1. **Disaster Expenditures under this section must be allowable and allocable in accordance with CSD's Disaster Discretionary Funding Application, CSD D 101, ("Application"). The application is available on the Provider Website.**
 - 2. Contractor must submit an application to receive CSBG discretionary disaster set-aside funding. Applications shall be submitted to Contractor's assigned Field Representative and will subsequently undergo an expedited review and approval process.
 - 3. If Contractor's application is approved CSD shall, through the amendment process, reimburse Contractor for all allowable and CSD-approved expenditures in accordance with the Application, and CSBG procedures and requirements of reimbursement.
- B. The reimbursement of CSBG funds for disaster relief services is expressly conditioned upon CSD and Contractor executing a contract amendment increasing the contract amount by a sum equivalent to the disaster expenditures authorized herein, utilizing set-aside funds made available by CSD.

ARTICLE 5 - PROGRAM BUDGET REQUIREMENTS AND PAYMENTS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 6 – FINANCIAL REPORTING

6.1 Monthly/ Bimonthly Fiscal Reports

- A. Contractor shall elect to report and be reimbursed on either a monthly or bimonthly basis by selecting the appropriate box on the CSD 425.S and submitting it with the signed Agreement. The reimbursement cycle cannot be changed and will be in effect throughout the term of this Agreement.
- B. Contractor shall complete and submit to CSD a monthly or bimonthly (as specified by Contractor on the CSD 425.S) CSBG Expenditure/Activity Report by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the twentieth (20th) calendar day following the report period, regardless of the amount of expenditure(s) in the report period.
- C. Agencies granted a contract extension, must complete and submit Monthly/Bimonthly Fiscal Reports to EARS on or before the twentieth (20th) calendar day following the report period, regardless of the amount of the expenditure(s) in the report period for the duration of the contract term.

6.2 Close-Out Report

Contractor shall complete and submit all CSD close-out forms within ninety (90) calendar days after the expiration date of this Agreement.

- A. The close-out report shall include the following forms: Close-Out Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D). The latest version of the close-out form is available on the Provider Website.
- B. Final expenditures must be submitted by entry into EARS.
- C. All adjustments must reflect the actual expenditure period and be submitted by entry into EARS.
- D. Subsequent payments for expenditures under any open CSBG contract and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.
- E. If CSD grants Contractor a term extension, regardless of the extension period, Contractor must submit all required close-out documents, without exception, no later than June 30, 2020.

ARTICLE 6 – FINANCIAL REPORTING

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

6.3 Transparency Act Reporting

- A. In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that 1) are not required by the IRS to annually file a Form 990 federal return, 2) receive at least 80% of their annual gross revenues from federal sources (excluding any ARRA funds), and 3) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of Contractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to Contractors that fall within all three categories set forth in this paragraph.
- B. Pursuant to the FFATA reporting requirements (2 CFR 170) CSD is required to report information regarding Contractors (sub-awardees) receiving CSBG funds. Contractor must complete CSD form 279, located in Subpart H, and return with the contract Part I to ensure compliance.

CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart C – Programmatic Requirements

ARTICLE 7 – CSBG Terms, Conditions, Programmatic Provisions and Reporting

7.1 Fair Hearing for Denial of Client benefits by Contractor

- A. Pursuant to Title 22 of the California Code of Regulations, Section 100751, as amended, Contractor shall advise individuals who have been denied assistance under a program funded by this Agreement of their right to appeal to CSD for a fair hearing within twenty (20) days from the denial of assistance.
- B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.
- C. The client may withdraw the appeal/request for fair hearing at any time during the appeal process by providing written, email, or telephonic notice to CSD. Telephonic notice of withdrawal must be confirmed in writing by the Fair Hearings Officer or designated CSD staff.

7.2 Organizational Standards

To maintain compliance with the Office of Community Services' *CSBG IM 138: State Establishment of Organizational Standards for CSBG Eligible Entities*, each Contractor shall submit the Organizational Standards annually utilizing the eGov ReportHub system no later than August 31st. Contractor shall have until January 31, 2020 to address modification requests from CSD and/or complete the technical assistance plan(s) for unmet standards in the 2019 Organizational Standards Assessment.

7.3 Programmatic Reporting

A. Submission of Required Plans/Reports

Unless otherwise specified by the provisions of this Article, all Community Action Plans and reports required by the provisions of this Article shall be submitted via email to CSBGReports@csd.ca.gov, no later than the date specified.

B. Community Action Plan

Contractor shall submit a Community Action Plan meeting the requirements of Government Code § 12747 no later than June 30th of every odd year, unless/until otherwise instructed by CSD.

ARTICLE 7 – CSBG TERMS, CONDITIONS, PROGRAMMATIC PROVISIONS AND REPORTING

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

C. CSBG Annual Work Plan Modules 3-4

Annual programmatic work plan covers the programmatic activities from January 1, 2019, through December 31, 2019. Contractor must complete and submit the CSBG Annual Work Plan CSD 641 form and enter the Targets in the eGov System as part of the contract deliverables. The Contractor must complete the Community Initiative Status Form in Module 3, Initiative List, Section A and Section B Targets CNPI. The Contractor must enter the targets for the number of participants expected to achieve the identified outcome in Module 4, Sections A Targets FNPI. As applicable, Modules 3 and 4 must be completed and submitted in the eGov Reporting system no later than February 15, 2020. Access to the eGov system is <https://cacsdc.communitysoftwaregroup.com/CsgIdentity/Account/LogIn>.

D. Term Extension Reports

Contractor shall be required to collect programmatic outcomes associated with services provided under an extended contract term covering the period January 1, 2020 through the extended period as specified on the STD 213. The programmatic outcomes report shall be submitted to CSD with the close out packet.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart D – Compliance Requirements

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

8.1 Right to Monitor, Audit and Investigate

- A. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- C. Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with 42 U.S.C. §9901 *et seq.*, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

8.2 Compliance Monitoring

- A. Contractor's and CSD's Shared Responsibilities for Federal Funds
 - 1. As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
 - 2. As the State CSBG administrator, CSD must conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- a. Contractor meets federal and state performance goals, administrative and financial management standards, and other requirements, including federal organizational standards, as discussed in Section 7.2, applicable to CSBG-funded programs; and,
 - b. Funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law for allowable and allocable costs in accordance with federal OMB requirements.
- B. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance. Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- C. In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance.
- D. Collection of Disallowed Costs
 1. In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.
 2. *Time for response.* Contractor shall have no less than 30 days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
 3. *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 9.4, paragraph D, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.3 Auditing Standards and Reports

A. Auditing Standards

1. *Applicability.* The standards set forth in this Article (8.3 – Auditing Standards and Reports) reflect the audit requirements as set forth in 2 CFR §200.500 *et seq.*
2. *Supplemental Audit Guide.* In addition to the applicable audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference and may be accessed on the Provider Website.

B. Audit Reports

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in “Government Auditing Standards, December 2011 Revision, as amended.”
 2. Organizations below audit threshold. Contractors falling below the federal funding threshold, currently \$750,000, that mandates a single agency-wide audit may be subject to an audit and/or other fiscal or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.
 3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
- C. *Submission of Audit Reports.* Contractor shall submit to CSD one printed copy and one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor’s report, or nine months after the end of the Contractor’s fiscal year.
- D. The audit report(s) and all supplemental financial information must be submitted to the following addresses:

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

One Electronic copy:
audits@csd.ca.gov.

One Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- E. In the event that an agency fails to comply with the audit requirements under this section, CSD may take one or more of the following actions, provided in 45 CFR § 75.371 - §75.380 "Remedies for Noncompliance," as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by contractor or more severe enforcement action by the non-Federal awarding agency entity or more severe enforcement action by CSD;
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend (suspension of award activities) or terminate the award;
 4. Recommend that suspension or debarment proceedings be initiated by the HHS awarding agency, as authorized under 2 CFR part 180 and Federal awarding agency regulations at 2 CFR Part 376 be initiated by CSD;
 5. Withhold further federal awards for the project or program; and/or
 6. Take other remedies that may be legally available.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

F. Collection of Disallowed Costs

1. In the event questioned costs are identified in Contractor's single audit report or in the report of other audit conducted by, or on behalf of, CSD in connection with the implementation of this Agreement, Contractor shall comply with any demand for repayment made, as specified in the Audit Transmittal Report (TR) or other audit repayment demand document.
2. Contractor shall have no less than 30 days from receipt of the TR or comparable document to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
3. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided in subparagraph 2, CSD shall, after consideration of Contractor's submission, issue a Notice of Disallowed Costs, if any are determined to be owing, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 8.4, paragraph E, subparagraph 6 of this Agreement, for CSD's final determination of disallowed costs.
4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

8.4 Enforcement Actions Resulting from Noncompliance with this Agreement

A. Legal Authority

The authority for CSD Enforcement Actions, as defined in paragraph B, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the federal CSBG Act (42 U.S.C. 9901, et. seq.), in Office of Management and Budget (OMB) Circulars, and in state regulations, with particular reference to 22 CCR 100780. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that the present article shall: 1) guide, inform and clarify the Enforcement Process; 2) establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the enforcement process, for purposes of implementing the principles set out in the applicable legal authorities.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

B. Definitions

1. *Enforcement action.* For purposes of this Article, 'enforcement action' shall refer to official steps taken by CSD in response to material breaches of this Agreement and/or Contractor's inability to fulfill contractual obligations of the Agreement due to serious financial instability or insolvency. Enforcement actions may include any of the following: a) 'High Risk' designation; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's designation as eligible entity.
2. *High Risk designation* refers to the status of a Contractor which, due to material breach/failure to fulfill contractual obligations and/or serious financial instability, is subject to enforcement action(s) that may include imposition of Special Conditions and/or Sanctions designed to allow for continued performance of the Agreement within the conditions/sanctions imposed, or other actions deemed necessary to safeguard public funds.
3. *Material breach* means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:
 - a. constitutes fraud or gross negligence by Contractor or its agent(s);
 - b. is likely to result in significant waste and/or abuse of federal funds;
 - c. has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;
 - d. violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
 - e. may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
 - f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

C. Initiation of Enforcement Action

1. *Grounds for enforcement action.* If CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor's noncompliance constitutes a material breach of the Agreement, or if CSD determines that Contractor's financial condition is so unstable and tenuous that its ability to implement this Agreement is seriously compromised, CSD may initiate an enforcement action.
2. *Notice of High Risk designation.* To initiate an enforcement action, CSD must provide Contractor with written Notice of High Risk designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the High-Risk designation is based; 2) the corrective action(s) required; and 3) the date by which they must be taken and completed.

D. Special Conditions and Sanctions

1. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach, as defined above. Imposition of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Such notices must contain the following information:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
2. Special Conditions may include, but are not limited to:
 - a. requiring Contractor to obtain training and/or technical assistance;
 - b. imposition of special or additional reporting requirements;
 - c. special or conditional cost reimbursement requirements and procedures;
 - d. provision of documentation by Contractor; and/or
 - e. requiring Contractor to amend or modify systems, procedures, and/or policies.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

3. Sanctions may include, but are not limited to:
 - a. suspension of advances and/or reimbursements; and/or
 - b. issuance of notices to suspend operations.
4. Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines, based on credible information, that:
 - a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, and/or
 - b. associated costs are otherwise very likely to be disallowed; and
 - c. taxpayer dollars are at significant risk and are unlikely to be recovered if Sanctions are not immediately imposed.
5. Procedures for Review of Special Conditions and/or Sanctions
 - a. If Contractor wishes to contest the imposition of Special Conditions and/or Sanctions, Contractor shall have five working days following receipt of a Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be imposed.
 - b. CSD shall have five working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
 - c. *Informal meeting.* Within five days of receipt of a Notice of Enforcement Action, Contractor may request an informal meeting for the parties to consider the matters addressed in the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines that the meeting would be helpful to the process, can be held expeditiously, and will not cause undue delay or further jeopardize taxpayer dollars.
 - d. Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in applicable federal and State law, with particular reference to 22 CCR 100780.
 - e. Should Contractor fail to show cause as to why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

either the contract suspension or termination processes, CSD may initiate such action at its own discretion.

- f. Special Conditions and Sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 5.c. applies.

E. Enforcement Action Cost Disallowance

1. *Statement of Questioned Costs.* If CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the enforcement process as questioned costs are identified.
2. Statements of Questioned Costs shall include, at minimum:
 - a. Particular item(s) of cost questioned and the specified amount(s) by type or category of costs;
 - b. Factual basis for questioning costs, and the information and/or documentation required to justify payment of the costs; and
 - c. Timeframe and procedures for Contractor's submission of the required information or documentation to CSD.
3. *Investigative audits and reports.* If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response.
4. *Effect of non-cooperation with investigative audits.* If Contractor fails to cooperate in the conduct of an audit initiated pursuant to subparagraph D.3, above, CSD may a) impose sanctions as provided in subparagraph C. 4., and/or b) issue a Notice of Disallowed Costs as determined appropriate.
5. *Notice of Disallowed Costs.* If CSD determines that further information and/or documentation provided by Contractor has not fully addressed or resolved any outstanding issues of questioned costs, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- a. the amount of disallowed costs to be repaid, if any; and
 - b. the date by which repayment must be made or, in the alternative,
 - c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
6. *Right to dispute Notice.* Not later than five (5) working days after receipt of a Notice of Disallowed Costs, Contractor may request a hearing disputing the Notice or statements made therein. The hearing shall be conducted in accordance with the procedures set out in 22 CCR 100780, for the purpose of adjudicating the matter of cost disallowance; however, either Contractor or CSD may opt to adjudicate other pending enforcement action matters, as provided in subparagraph D. 5 of this section, in a combined proceeding.
7. *Waiver of right to dispute.* If Contractor declines to request a hearing to adjudicate cost disallowance, or neglects to submit a request as provided above in subparagraph 6, the Notice of Disallowed Costs shall be deemed final and Contractor shall be obligated to comply with the requirements of the Notice.
8. Contractor will be deemed to have complied with a Notice of Disallowed Costs when CSD receives full repayment of outstanding disallowed amount(s), or when CSD formally approves a repayment plan. In reviewing Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:
- a. federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;
 - b. the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;
 - c. the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and
 - d. Contractor's financial condition and ability to pay.
- F. *Removal of High Risk designation.* Contractor shall remain on High Risk until CSD reasonably determines that Contractor has complied with the requirements of the Notice of High Risk Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

requirements of the Notice of “High Risk” Designation, CSD shall give Contractor written notice of such determination.

- G. *Further enforcement action.* In the event Contractor’s non-compliance with the terms and conditions of this Agreement are not remedied through imposition of Special Conditions, and/or Sanctions, thereby enabling CSD to remove High Risk designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of Contractor’s designation as eligible entity, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR 100780 and other applicable State and federal statutes and regulations.
- H. *Contractor’s status during federal review period.* The final decision with respect to any enforcement action which involves contract termination, cost disallowance, a denial of refunding, and/ or de-designation of an eligible entity shall become effective upon completion of the applicable federal review, if initiated by Contractor, and in compliance with appeal requirements pursuant to Section 676A of the Community Services Block Grant Act, (42 USC 9905A), *except* that Special Conditions and Sanctions shall remain in force during the course of any federal review and appeal, and no new contracts or amendments will be executed during the federal review and appeal process.

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart E – Certifications and Assurances

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

9.1 Certifications

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will comply with the provisions set forth in the following:
1. Drug Free Workplace Requirements Contract Certification Clause (CCC 04/2017)
 2. National Labor Relations Board Certification (CCC 04/2017)
 3. Expatriate Corporations (CCC 04/2017)
 4. Domestic Partners (CCC 04/2017)
 5. Amendment for Change of Agency Name (CCC 04/2017)
 6. Resolution (CCC 04/2017)
 7. Air and Water Pollution Violation (CCC 04/2017)
 8. Information Integrity and Security (Department of Finance, Budget Letter 04-35)
 9. Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)
- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit the Provider Website.

9.2 Federal Certification Regarding Debarment, Suspension and Related Matters

Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any subcontractor(s):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

(federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification.
- D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition(s) in writing and submit this information to CSD with the other forms Contractor must complete and return prior to CSD's execution of this Agreement. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.
- F. As provided in Article 4.10 B, of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

9.3 Affirmative Action Compliance

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60 1.40, Sections 60 2.10 through 60 2.32, Sections 60 250.1 through 60 250.33, and Sections 60 741.4 through 60 741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

9.4 Nondiscrimination Compliance

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
 - 1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3. Rehabilitation Act of 1973, as amended.
 - 4. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6. Public Law 101 336, Americans with Disabilities Act of 1990, as amended.

9.5 Specific Assurances

- A. Pro-Children Act of 1994
 - 1. This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
 - 2. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For a detailed explanation, please visit the Provider Website.
 - 3. This Agreement incorporates by reference all provisions set forth in "Child Support Services and Referrals (Section 678G (b) 1998 CSBG Reauthorization Act)." For a detailed explanation in the CSBG Act, please visit the Provider Website.
- B. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

C. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

1. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
2. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

E. Lobbying Activities

1. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
2. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the attached CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

9.6 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements

Contractor shall provide to CSD proof of an active nine-digit Data Universal Numbering System (DUNS) number and a five-character Commercial and Governmental Entity (CAGE) identification code as a prerequisite to execution of this Agreement. To obtain authentication of the CAGE and DUNS number, print and submit verification from the Systems for Award Management website at <https://www.sam.gov/portal/public/SAM/>.

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart F – State Contracting Requirements

ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 04/2017

- 10.1 APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 10.2 AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 10.3 ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 10.4 AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 10.5 INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 10.6 DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 10.7 TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 10.8 INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 10.9 RECYCLING CERTIFICATION:** Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10.10 NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor 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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors 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 the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case, less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall be required to ascertain compliance with this clause. Contractor 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. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 10.11 CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- 10.12 TIMELINESS:** Time is of the essence in this Agreement.
- 10.13 COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 10.14 GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 10.15 ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

10.16 CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.17 UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

10.18 PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with Pub. Contract Code §10353.

10.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)

10.20 LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ARTICLE 10 – GENERAL TERMS AND CONDITIONS GTC 04/2017

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart G – Definitions

All terms used in this Agreement shall be defined as stated in applicable federal and state statutes and regulations (42 U.S.C. § 9902; CA Govt. Code §12730; 45 C.F.R. Part 75 and 22 C.C.R. § 100601). The following terms shall be more specifically defined for purposes of this Agreement, insofar as the definition accords with federal and state law, as follows:

Agreement: The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public or private nonprofit agency that fulfills all requirements of Government Code § 12750.

Continuing Resolution: An appropriation act that provides budget authority for federal agencies, specific activities, or both to continue in operation when Congress and the President have not completed action on the regular appropriation acts by the beginning of the fiscal year.

Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

SUBPART G – DEFINITIONS

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

<u>CSD:</u>	The State of California Department of Community Services and Development.
<u>Equipment:</u>	An article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-profit organization for financial statement purposes, or \$5000.
<u>Limited Purpose Agency (LPA):</u>	A community-based nonprofit organization without a tripartite board, as defined in California Government Code § 12775 and 42 U.S.C. § 9921.
<u>Maximum Amount:</u>	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.
<u>Modification:</u>	An immaterial change to this Agreement that does not require an Amendment.
<u>Native American Indian program (NAI):</u>	A tribal or other Native American Indian organization in an urban or rural off-reservation area, as defined in California Government Code § 12772, such as an Indian nonprofit organization, which meets the criteria of ‘eligible entity’ as defined in subdivision (g) of § 12730. An NAI may be considered a ‘public organization’ for purposes of tripartite board requirements or other mechanisms of governance in accordance with 42 U.S.C. § 9910(b).
<u>Parties:</u>	CSD on behalf of the State of California, and the Contractor.
<u>Program:</u>	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
<u>State:</u>	The State of California Department of Community Services and Development.
<u>Subcontractor:</u>	An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

(2019 CSBG)

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

- Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.
- Total Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Subpart H – Table of Forms and Attachments

H.1. Forms (to be returned with signed contract):

A. 425 Budget Series (Forms):

1. CSD 425.S CSBG Contract Budget Summary
2. CSD 425.1.1 CSBG Budget Support Personnel Cost
3. CSD 425.1.2 CSBG Budget Support Non-Personnel Cost
4. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
5. CSD 425.1.4 CSBG Contract Budget Narrative

B. CSBG Annual Report Workplan (CSD 641)

C. CSBG Annual Work Plan Modules 3-4

Annual programmatic work plan covers the programmatic activities from January 1, 2019 through December 31, 2019. Contractor must complete and submit the CSBG Annual Work Plan in the eGov Report Hub database system as part of the contract deliverables. The Contractor must complete the Community Initiative Status Form in Module 3, Section A. The Contractor must enter the targets for the number of participants expected to achieve the identified outcome in Module 4, Section A. As applicable, Modules 3 and 4 must be completed and submitted in the eGov Reporting system. To access the eGov system click on the following link [eGovReportHub](#).

D. Certification Regarding Lobbying/Disclosure of Lobbying Activities

E. Community Services and Development Federal Accountability and Transparency Act Report (CSD 279)

F. Agency Staff and Board Roster (CSD 188)

H.2. The following documents are hereby incorporated by this reference:

Attachment A: CSBG Allocation Spreadsheet

Attachment B: Supplemental Audit Guide

SUBPART H - TABLE OF FORMS AND ATTACHMENTS

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Health and Human Services-17.

SUBJECT:

Agreement with WellSky Corporation to provide a web-based software service known as Homeless Management Information System (HMIS)

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Programs (530) 225-5182

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive agreement with WellSky Corporation in an amount not to exceed \$277,425 (with annual advance payments) to provide Homeless Management Information System (HMIS) web-based software known as ServicePoint for the period October 31, 2018 through October 31, 2019, with two automatic one-year renewals.

SUMMARY

Approval of the recommendation would allow the Department of Housing and Community Action Programs (Department) to expand the use of the HMIS across the seven county Homeless Continuum of Care (COC) partners.

DISCUSSION

The Redding/Shasta County Homeless Continuum of Care (COC) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues. Communities must operate a COC to establish eligibility with the U.S. Department of Housing and Urban Development (HUD) for COC funding.

On October 31, 2017, the County Executive Officer executed an agreement with Bowman Systems, LLC to purchase 50 licenses. On April 24, 2018, the Board of Supervisors approved an amendment to the contract increasing the license count to 150. The need for HMIS licenses grew substantially through marketing the program and due to funding requirements by HUD to enter homeless data into an approved HMIS system. Each agency requesting to purchase an HMIS license is required to pay the cost of the license according to a pro-rated schedule and enter into a Personal Services and Sublicense Agreement with Shasta County, through the Department of Housing and Community Action Agency, which expires each year on October 31. In September 2018, Bowman Systems, LLC changed their name to WellSky Corporation.

On June 22, 2010, the United States Interagency Council on Homelessness released a comprehensive strategy to address

homelessness titled “Opening Doors”. This strategy was in response to the 2009 Homeless Emergency Assistance and Rapid Transition to Housing Act. Consequently, state and federal agencies have linked eligibility for homeless grant funds to community participation in an HMIS. HMIS is an information technology system used for the collection of data on homeless individuals and families who use residential or other homeless services. This data will be used to expand potential services, increase future funding and provide statistics on homeless individuals and families in the CoC region.

ALTERNATIVES

The Board of Supervisors could decline to approve the recommendation. This alternative is not recommended, as HMIS is an important data collection system for homeless services across the region for future funding for homeless programs.

OTHER AGENCY INVOLVEMENT

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
WellSky Agreement	1/3/2019	WellSky Agreement

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND WELLSKY CORPORATION

This Personal Services Agreement (“Agreement”) is entered into between the County of Shasta, through its Department of Housing and Community Action Programs, a political subdivision of the State of California (“County”) and WellSky Corporation, a New York Corporation (“Consultant”) for the purpose of providing ServicePoint, a web-based software service associated with and known as homeless management information system (collectively, the “Parties” and individually a “Party”).

Section 1. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply.

- A. “Cloud Services” means, collectively, the Consultant software as a service offering listed in this Agreement and defined in the Documentation. The term “Cloud Services” does not include Professional Services.
- B. “Confidential Information” means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, and (v) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either disclosed in writing and clearly marked as confidential at the time of disclosure or disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. “Confidential Information” shall not include information that is any one or more of the following: (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third party not under an obligation of confidentiality.
- C. “Designated Platform” means the required operating environment for the Licensed Software, including all necessary hardware and software components.
- D. “Spero” means the software system developed by WellSky that is currently used by a non-County entity.
- E. “CallPoint Module” means a module within ServicePoint designed to log calls, capture information about callers and refer callers to appropriate community providers.
- F. “Eligibility Module” means a module within ServicePoint designed to provide a consolidated view of client needs and assessed eligibility for efficient and accurate referrals.

- G. "Documentation" means the most recent documentation of the functional operation of ServicePoint, the Licensed Software and Cloud Services. A copy of the Documentation is available online at <https://portals.force.com/mediware/login>.
- H. "HMIS" means Homeless Management Information System.
- I. "HUD" means the United States Department of Housing and Urban Development.
- J. "Licensed User" means a permitted user approved by the County's System Administrator of Licensed Software, Sublicensed Software and Cloud Services.
- K. "Licensed Software" means the HMIS called ServicePoint, the object code version of computer programs developed by Consultant, including Updates furnished to County by Consultant pursuant to this Agreement, but excluding all Sublicensed Software or third-party software.
- L. "Professional Services" means, collectively, the implementation, installation, data conversion, validation, or training services provided by Consultant under or in connection with this Agreement.
- M. "Services" means the Cloud Services, Professional Services, and the Support Services set forth in this Agreement.
- N. "Sublicensed Software" shall mean those programs provided to Consultant by a third party, which Consultant sublicenses to County hereunder, for use with the Licensed Software, and any Updates thereto provided to County by Consultant under the terms of this Agreement.
- O. "Support Services" shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software
- P. "System Administrator" means County employee designated by Housing and Community Action Programs Director who provides training and support for local agencies, monitors data quality, prepares reports as necessary for funding sources, and oversees HMIS duties.
- Q. "Test Scripts" means Consultant's test scripts designed by Consultant.
- R. "Update" means any error corrections, bug fixes, enhancements, and/or new features to the Licensed Software or Test Scripts that Consultant makes generally commercially available to its customers who have a current Maintenance and Support Agreement. Updates do not include modules, scripts or software that Consultant prices or markets separately.
- S. "Work Product" means any technology, documentation, software, procedures developed, conceived, or introduced by Consultant in the course of Consultant

performing Services, whether acting alone or in conjunction with County or its employees, Licensed Users, affiliates, or others designs, inventions, methodologies, techniques, discoveries, know-how, show-how, and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections, and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

Section 2. RESPONSIBILITIES OF CONSULTANT.

A. Pursuant to the terms and conditions of this Agreement, Consultant shall:

- (1) Grant and provide County with up to 150 limited term, non-exclusive, non-transferable user licenses for ServicePoint software including the modules ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint, CallPoint, Eligibility, and SkanPoint (collectively ServicePoint). Consultant represents and warrants that it owns ServicePoint and has all rights and authority to provide County with all services and licenses set forth herein.
- (2) Timely perform and provide Support Services set forth in Attachment 1, entitled, "Support Terms," of this Agreement. Attachment 1 is attached and incorporated herein by reference.
- (3) Provide, upon request by County, four (4), eight (8) hour days of training onsite at 1450 Court Street, Redding, CA.
- (4) Provide, upon request by County, two (2), eight (8) hour days of advanced reporting training onsite at 1450 Court Street, Redding, CA.
- (5) Provide a ServicePoint test site for County to use to train new users during the term of this Agreement.
- (6) Hereby warrant that the Licensed Software, without material error, perform the functions set forth in the Documentation when operated on the Designated Platform in accordance with and during the term of this Agreement. Consultant shall use reasonable efforts to correct promptly any such errors, and such efforts shall be at least as great as Consultant's obligations under the Support Terms set forth in Attachment 1 of this Agreement.
- (7) Provide updates to the ServicePoint software to maintain compliance with all state and federal requirements for HMIS.

- (8) Upon termination of this Agreement and at County request, transfer all data entered into ServicePoint to the County in CSV format at no additional charge. For a maximum period of ninety (90) days after termination County may request a different format, subject to a separate Professional Services engagement mutually agreed to by the Parties.
- (9) Timely provide and perform any and all consulting, services, and work as reasonably necessary to enable County to utilize and maintain an electronic database of characteristic and service needs information of individuals experiencing homelessness or at risk of homelessness; to enable County to comply with any applicable laws, regulations and mandates concerning the HMIS; to enable County to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness; and to provide a software solution compliant with HUD's data collection, management, and reporting standards. Any required disruptions to County's operations shall be scheduled in advance where feasible and approved by County.
- (10) EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, CONSULTANT DISCLAIMS, ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANT-ABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING. CONSULTANT DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS, PROVIDED HOWEVER THAT AT NO ADDITIONAL COST TO COUNTY, CONSULTANT SHALL PROMPTLY REPAIR, RESOLVE, AND FIX ALL ERRORS CAUSED BY CONSULTANT AND CONSULTANT SHALL TIMELY COMPLY ALL OTHER TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN THE "SUPPORT TERMS," WHICH IS ATTACHED AND INCORPORATED HERETO.

Section 3. RESPONSIBILITIES OF COUNTY.

A. Pursuant to the terms and conditions of this Agreement, County shall:

- (1) Compensate Consultant as prescribed in sections 4 and 5 of this Agreement.
- (2) Approve access for all Licensed Users to the Cloud Services.

- (3) Make reasonable best efforts to prevent unauthorized access and use of the Cloud Services.
- (4) County shall not, and shall make reasonable best efforts to ensure that its Licensed Users do not:
 - a. Sell, resell, lease, lend or otherwise make available the Cloud Services to a third party.
 - b. Modify, adapt, translate, or make derivative works of the Cloud Services.
 - c. Sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations.
- (5) Ensure that Licensed Users have received training by System Administrator prior to access of the Licensed Software.
- (6) Retain all rights, title, personal and all other information, and interest in the County data entered into the Licensed Software.
- (7) Ensure that each Licensed User retains one license to the Licensed Software.

Section 4. COMPENSATION.

- A. Consultant shall be paid up to \$92,475 per year for the Services and Licensed Software described in this Agreement, as follows:
 - (1) County shall pay fees as set forth in Attachment 2, Subsection A (Current LIVE Site Pricing Table).
 - (2) In the event County elects optional Licensed Software or Services, County shall pay fees as set forth in Attachment 2, Subsection 2 (Optional Purchase Pricing Table).
- B. In no event shall the maximum amount payable under this Agreement exceed \$277,425.
- C. Consultant reserves the right to audit County's use of the Licensed Software and Cloud Services, remotely or on site, at a mutually agreeable time. If County's use is greater than contracted, County shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement.

- D. Notwithstanding any language to the contrary contained in this Agreement, Consultant's violation or breach of Agreement terms may result in fiscal penalties, withholding of compensation, or termination of Agreement.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to the Director of County's Department of Housing and Community Action Programs ("Director") an itemized invoice for the fees listed in Section 4.A(1) on the Effective Date of this Agreement. County shall make payment within 30 days of receipt of Consultant's correct and approved invoice.
- B. Consultant shall submit to the Director an itemized invoice for any optional Licensed Software and Services, set forth in 4.A(2) of this Agreement upon execution of an order form, as agreed upon by the Parties. County shall make payment within 30 days of receipt of Consultant's correct and approved invoice.

Section 6. TERM OF AGREEMENT.

The initial term of this Agreement shall be for one year commencing as of October 31, 2018 and shall end October 31, 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 June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this Agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this Agreement, or if Consultant violates any of the material terms or provisions of this Agreement, then County shall have the right to terminate this Agreement for cause subject to the notice and cure provisions of Section 7.F. herein.
- B. County may terminate this Agreement without cause on 30 days' written notice to Consultant. For the avoidance of doubt, upon such termination County shall not be entitled to any refund of any fees already paid or incurred.
- C. Subject to the requirements of Section 20. herein, County may terminate this Agreement immediately upon oral notice should funding cease or be materially

decreased during the term of this Agreement, provided that the funding adjustments stated in this paragraph shall not apply to payments made for Licensed Software and/or Services provided prior to the effective date of the termination or decrease. In the event of a decrease, Consultant may work with County to reduce the applicable Services proportionately or cancel the Agreement as of the effective date of the proposed decrease upon advance written notice to the County.

- D. County's right to terminate this Agreement may be exercised by County's Board of Supervisors, County's Executive Officer or his/her designee, or by the Director or his/her designee.
- E. Should this Agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this Agreement.
- F. If this Agreement is terminated, Consultant shall only be paid for Professional Services provided prior to the effective date of termination.

Either Party may terminate this Agreement and the licenses granted herein if (i) the other Party materially breaches this Agreement and fails to cure such breach within 60 days after receipt of written notice of the same, except in the case of failure to pay fees when due, which shall be subject to a 30 day cure period, or (ii) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy or composition for the benefit of creditors and such petition or proceeding is not dismissed within 60 days of filing. Failure to use the Licensed Software and Updates thereto in accordance with applicable law is a material breach of this Agreement.

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

- A. This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the Parties hereto. Parties shall be entitled to no other benefits other than those specified herein. Parties specifically acknowledge that in entering into and executing this Agreement, Parties rely 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 that do not result in a substantial or functional change to the original intent of this Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Consultant and Director, 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 or attachments, 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, neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other Party. 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. Notwithstanding the foregoing, Consultant may upon notice to County assign this Agreement to an affiliate or in connection with any merger, reorganization, or sale of substantially all of Consultant's assets or other change of control without County's advanced written consent, provided that County does not object to such assignment within thirty (30) days.

Section 10. 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 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 third party 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 to the extent arising out of

any claim relating to personal injury, including death, or tangible property damage caused by or from the negligent, illegal, or willful misconduct of Consultant or its employees or agents at County's site or from 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 (the "General Indemnity"); provided that for the avoidance of doubt such indemnity shall not apply as relates to the design or functionality of the Services or the Licensed software. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any third party claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from (a) any claim relating to personal injury, including death, or tangible property damage caused by the negligent, illegal, or willful misconduct of Consultant or its employees or agents at County's site from 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; provided that for the avoidance of doubt such indemnity shall not apply as relates to the design or functionality of the Services or the Licensed Software. Consultant shall also, to the extent caused by the negligent actions or omissions of Consultant, 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.

To the fullest extent permitted by law, County shall indemnify and hold harmless Consultant, its elected officials, officers, employees, agents, and volunteers against all third party claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees to the extent arising out of any claim relating to personal injury, including death, or tangible property damage caused by from the negligent, illegal, or willful misconduct of County or its employees or agents at Consultant's site from work or the provision of services undertaken pursuant to this Agreement by County, or by any of County's subcontractors, any person employed under County, or under any subcontractor, or in any capacity (the "General Indemnity"); provided that for the avoidance of doubt such indemnity shall not apply as relates to the design or functionality of the Services or the Licensed software. County shall also, at County's own expense, defend Consultant, its elected officials, officers, employees, agents, and volunteers, against any third party claim, suit, action, or proceeding brought against Consultant, its elected officials, officers, employees, agents, and volunteers, arising from (a) any claim relating to personal injury, including death, or tangible property damage caused by the negligent, illegal, or willful misconduct of County or its employees or agents at Consultant's site from work or the provision of services undertaken pursuant to this Agreement by County, or any of County's subcontractors, any person employed under County, or under any Subcontractor, or in any

capacity; provided that for the avoidance of doubt such indemnity shall not apply as relates to the design or functionality of the Services or the Licensed Software. 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 insurance necessary to protect the County and the public with limits of liability of \$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(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 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 includes *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 following 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 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the Jurisdictional State, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the Jurisdictional State. If County institutes the applicable legal action, then the "Jurisdictional State" for such action and all counterclaims to such action shall be the State of Kansas. If Consultant institutes the applicable legal action, then the "Jurisdictional State" for such action and all counterclaims to such action shall be the State of California. County and Consultant consent to the personal jurisdiction of the state and federal courts located in such states, provided the actions are instituted in accordance with this Section

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this Agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital

status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this Agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this Agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this Agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. To the extent required by law, 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 upon advanced written notice and at a time mutually agreed to by the parties during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County and as mutually agreed, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this Agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this Agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that

County may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

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

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

Section 17. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this Agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. County's sole remedy for Consultant's breach of this Section 17 shall be to require Consultant to obtain the necessary licenses, permits, and credentials.

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

- A. Except as provided in section 7.C. of this Agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director
 Shasta County Department of Housing
 and Community Action Programs
 1450 Court Street, Suite 108
 Redding, CA 96001
 Telephone (530) 225-5160
 Fax (530) 225-5178

If to Consultant: General Counsel
 WellSky Corporation
 11711 W. 79th Street
 Lenexa, KS 66214
 (913)307-1000
 legalcontracts@wellsky.com

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. 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.

- A. 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.
- B. Each Party shall:
- (1) Secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care;
 - (2) Use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement;
 - (3) Require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and
 - (4) Not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Either Party may disclose the other Party's Confidential Information to the extent required by applicable law or regulation, including without limitation of any applicable Freedom of Information or sunshine law, including the California Public Records Act, lawful subpoena, or by order of a court or other governmental entity, in which case the disclosing Party shall notify the other Party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.

Section 26. CONFIDENTIALITY OF CLIENT INFORMATION.

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

Section 27. SCOPE AND OWNERSHIP OF WORK.

All right, title, and interest in and to the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product shall at all times remain with Consultant, subject to any license granted under this Agreement. Consultant shall grant the to County a non-exclusive, non-transferable license to use Work Product only for County's own internal purposes in connection with the Licensed Software and Services. All research data, reports, and every other County data 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 County data work products for any purpose whatsoever. Consultant may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Agreement. Consultant may develop for itself, or for others, material which are similar to or competitive with those that are produced under this Agreement. 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 28. 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.

Section 29. LIMITATION OF LIABILITY.

CONSULTANT'S MAXIMUM LIABILITY FOR DAMAGES TO COUNTY FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, IS LIMITED TO THE FEES PAID HEREUNDER FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CONSULTANT'S DEFENSE AND INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 11 OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF CALIFORNIA, NONE OF THE PARTIES TO THIS AGREEMENT, INCLUDING THE PARTIES' RESPECTIVE AGENTS AND LICENSORS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER

LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST CUSTOMER. THIS LIMITATION OF DAMAGES SHALL NOT APPLY TO CONSULTANT'S DEFENSE AND INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 11 OF 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: Matthew M. McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: _____ 12/19/18

INFORMATION TECHNOLOGY APPROVAL

By: Tom Schreiber
Chief Information Officer

CONSULTANT

Date: 11/30/2018

By: _____
President Robert C Weber
Tax I.D.#: 11-2209324

Date: 11/30/2018

By: _____
Chief Financial Officer
Robert W Watkins

ATTACHMENT 1
SUPPORT TERMS

1. Consultant Customer Support Service Level Agreement Guidelines (SLA)

The Consultant Support SLA guidelines are based on support case priority levels which are driven by business impact to the Consultant user community, and provide guidance to the Customer Support team with regard to response timeframes.

1.1 Support Case Priority Tracking and Response Guidelines

The priority level of a support case is determined based on the business impact to the user community, or affected users and groups. After setting the support case priority, automated triggers and reporting from the Consultant case tracking system become available to Consultant Support Team and management on each case entered into the Consultant Customer Relationship Management system. The case priority tracking levels, their definition, and guidelines for response can be found in the table below.

Priority Level	Priority Level Description	Initial Response Timeframe
Medium	Low business impact, minor operational issue or question, product or operational questions, product issue which a reasonable workaround exist, training questions, or enhancement suggestion; resolution not required for continuity of customer's operation	Within 2 Days during operating hours
High	One or more features do not seem to be working as designed; workarounds may be available, timely resolution will prevent manual process or lost business value.	Within 1 Day during operating hours
Urgent	Urgent business impact, solution is not functioning at an acceptable level for the majority of users; customer's operation is being seriously impacted, OR may refer to a request where resolution is key to a business critical time-sensitive task. Session Disconnects may be included in this category.	Within 6 hours during operating hours
Critical	Mission Critical Business Impact, solution is completely unavailable or unresponsive; the customer's operation is severely impacted.	Within 2 hours during operating hours

* If multiple customers are impacted, mass communication will be sent in lieu of individual responses.

** The above are "guidelines" only for case SLA performance, and response may vary on a case-by-case basis. Guidelines are subject to change over time.

2. Protocol for Accessing Consultant Support

Consultant's support team provides telephone, email, and Internet-based support. All customer inquiries are logged as cases in Consultant's Support Center CRM system and assigned unique identification numbers for tracking.

The Consultant Customer Support Team includes Customer Support Specialist (CSSs).

The Consultant Customer Support Team will provide support help in many areas, such as answering user questions, logging system enhancement requests, handling patch and update notifications, and providing assistance in troubleshooting problems.

2.1 Consultant Customer Support Hours of Operation

Consultant Customer Support is open Monday – Friday, 8 AM – 7 PM ET (excluding Company Holidays).

2.2 Contact and Case Creation Methods

The Consultant Customer Support Team business processes and data recording utilize the support case record. All assistance provided is recorded in the case as it is tracked through the various stages to completion. Consultant advises customers to always create a support case whenever a response is needed from Consultant Customer Support.

Consultant offers three methodologies to create support cases:

1. Consultant Customer Support Portal
2. Email – support@wellsky.com
3. Phone Support - 844-213-8780 Ext 2

2.2.1 Consultant Customer Support Portal

The Consultant Customer Support Portal is an automated solution for system administrators to manage support tickets. The portal provides system administrators an online tool to create and manage cases with the Consultant Customer Support team. Consultant Customer Support uses customer information provided through the portal to understand and effectively respond to customer needs, streamline and simplify support efforts, improve customer satisfaction, and improve abilities to manage Consultant support requests in a timely and effective manner. Through the portal, system administrators have around-the-clock access to real-time status of their submitted support cases.

2.2.2 Phone: 1-844-213-8780 (toll-free)

Consultant provides toll-free telephone-based support to customers, recognizing that not all incidents are easily communicated by online case entry alone. Phone support is suggested for situations where customers have difficulty articulating a need via the Customer Portal or if they need to speak directly to a support representative during business hours. Consultant Customer Care Analysts answer incoming calls as designated in a queue to facilitate user responsiveness.

2.3 Remote Session Sharing Tools

Consultant also provides a collaborative, web-based access tool to allow sharing of desktops between support representatives and end users during phone conversations. This ability to demonstrate and view enables Consultant to provide an interactive support experience that further contributes to an interactive customer experience. In addition to walking through illustrative examples and results of their analyses, the support team can use the tool to shadow customer user sessions to further understand the question or problem under consideration. This tool enables the support team to:

- Accelerate diagnosis and problem solving.
- Troubleshoot issue on customer hardware and solutions when needed.
- Provide real-time analysis while a problem is occurring.
- Demonstrate product features when appropriate.

2.4 After Hours Case Submission Support

The Consultant Customer Support Portal, email support, and phone-based case reporting (to voice message) are all available methods to log cases after hours. 24 x 7, Customers can use the portal to report/view support cases, and may report cases via the portal, email, and phone methodologies. Consultant Customer Support will follow-up on cases submitted after-hours during normal business hours.

Consultant also has 24/7 monitoring of the entire hosting infrastructure and responds to critical alerts after hours. This service is only available to our hosted customers.

ATTACHMENT 2

WellSky Community Services (ServicePoint)

A. Current LIVE Site Pricing Table

ServicePoint License Count Summary	
Item	
ServicePoint - User License *	75
ServicePoint - Reporting User - Premium (AdHoc) *	2
ServicePoint - Reporting User - Basic (Report Viewer) *	73

Cloud Service Per License Fees			
Quantity	Per License	Item	Annual
75	\$121.50	ServicePoint - Software Maintenance, Enhancement and Customer Support	\$9,112.50
75	\$211.50	ServicePoint - User Hosting Fee	\$15,862.50
2	\$57.60	ServicePoint - Reporting User - Premium (AdHoc) Fee (Two allowed at this rate.)	\$115.20
73	\$57.60	ServicePoint - Reporting User - Basic (Report Viewer) Fee	\$4,204.80
75	\$9.90	ServicePoint - Reporting User - Bandwidth Fee	\$742.50
Sub-Total Per License Cloud Service Fees billed Annually			\$30,037.50

Cloud Service Flat Fees			
Quantity	Per Unit	Item	Annual
1	\$3,150.00	ServicePoint - Training Site (non-profit)	\$3,150.00
Sub-Total Cloud Service Flat Fee billed Annually			\$3,150.00

Total Annual Cloud Service Fees			\$33,187.50
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B. Optional Purchase Pricing Table

Not currently on LIVE Site

Cloud Service Per License Annual Fees			
Quantity	Per License	Item	Annual
75	\$121.50	ServicePoint - Software Maintenance, Enhancement and Customer Support	\$9,112.50
75	\$211.50	ServicePoint - User Hosting Fee	\$15,862.50
2	\$57.60	ServicePoint - Reporting User - Premium (AdHoc) Fee (Two allowed at this rate.)	\$115.20
73	\$57.60	ServicePoint - Reporting User - Basic (Report Viewer) Fee	\$4,204.80
75	\$9.90	ServicePoint - Reporting User - Bandwidth Fee	\$742.50
Total Per License Cloud Service Fees Pro-rated and Billed Annually Based on Purchase Date (\$400.50/license/year)			\$30,037.50

Cloud Service Annual Fees			
Quantity	Per Unit	Item	Annual
1	\$5,250.00	ServicePoint Module - CallPoint	\$5,250.00
1	\$5,000.00	ServicePoint Module - Eligibility	\$5,000.00
Total Cloud Service Fees Billed Annually			\$10,250.00

Professional Service One-Time Fees			
Quantity	Per Unit	Item	One-Time
4	\$1,650.00	Client Services - On-Site Training	\$6,600.00
2	\$2,625.00	Client Services - On-Site Qlik Training	\$5,250.00
1	\$8,750.00	Data Services - Automation of the existing export upload from Spero for preparation to import into ServicePoint (up to 64 hrs.)	\$8,750.00
Total Professional Service One-Time Fees			\$14,000.00

Professional Service Annual Fees			
Quantity	Per Unit	Item	
1	\$5,000.00	Professional Services - Import Manager - Consultation, Management, and Maintenance Services - Weekly Imports from Good News Rescue Mission (Spero) (up to 36 hrs support/year)	\$5,000.00
Total Professional Service Annual Fee			\$5,000.00

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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Law and Justice-18.

SUBJECT:

Continuation of Local Emergency Carr Fire

DEPARTMENT: Sheriff

Supervisory District No. : 1, 2, and 4

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

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Adopt a resolution which recognizes that the circumstances and factors that led to the July 30, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Carr Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation.

SUMMARY

There is a need for the Carr Fire local emergency proclamation to be continued.

DISCUSSION

The Shasta County Director of Emergency Services proclaimed a local emergency on July 26, 2018 due to the wildland fire identified as the "Carr Fire". On that same day, State of California Governor Edmund G. Brown Jr., proclaimed a state of emergency in Shasta County. On July 30, 2018, the Board adopted Resolution No. 2018-067, which ratified the Shasta County Director of Emergency Services local emergency proclamation pursuant to California Government Code Section 8630. On August 4, 2018, a Presidential Major Disaster Declaration was declared. After burning 229,651 acres, 100 percent containment of the Carr Fire was achieved on August 30, 2018. This was good news to a weary community and to the firefighters and first responders working the fire. However, resources are still being committed to this incident for cleanup.

At one point during this incident there were over 40,000 people evacuated from their homes. The Sheriff's Office and numerous allied law enforcement agencies evacuated the areas in and around French Gulch, Old Shasta, Keswick, Igo/Ono, the City of Shasta Lake, and parts of Redding. The Carr Fire also impacted neighboring Trinity County.

Surveys of fire damage stand at 1,604 structures destroyed, of which 1,079 were residential structures. Numerous guardrails, power poles, power lines and other public and private infrastructure were damaged or destroyed. Unfortunately, eight deaths are also associated with the Carr Fire.

The Carr Fire currently stands as the seventh largest wildfire in California since 1932, when accurate records began to be kept,

and has been the most destructive fire in Shasta County history; however, it is only one of several fires that impacted Shasta County during a short time frame. The “Delta Fire,” which began on September 5, 2018, was contained on October 7, 2018. The "Delta Fire" burned 63,311 acres, destroyed 20 residential structures, and damaged 24 outbuildings. The “Hirz Fire” began on August 9, 2018, and burned on US Forest Service land. Firefighting efforts on the Hirz Fire were successful in achieving one hundred percent containment on September 10, 2018 after consuming 46,150 acres. Several other smaller fires that started in the period between early August and through November have, fortunately, been fully contained.

Government Code Section 8630(c) requires that the governing body review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. While the Carr Fire was one hundred percent contained as of August 30, 2018, it is recommended the local emergency proclamation be continued as cleanup and recovery efforts are of such scope that it is beyond the control of the services, personnel, equipment, and facilities of Shasta County. Cleanup and recovery efforts within the footprint of the Carr Fire are necessary and ongoing to mitigate potential threats to the safety of the public. Cal Recycle is nearly complete with debris removal. However, there is still testing of soil samples from properties and other erosion control efforts being completed. Further, with the unpredictability of severe weather in the forecast, the potential of debris flows and flash flooding are increased within the footprint of the Carr Fire.

ALTERNATIVES

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

OTHER AGENCY INVOLVEMENT

Other agency involvement during the course of this incident has included, but is not limited to, the Shasta County Department of Public Works, Shasta County Resource Management, Shasta County Fire/CAL FIRE, California Highway Patrol, Redding Police Department, California Governor's Office of Emergency Services, California Department of Transportation, Whiskeytown National Park Service, US Forest Service, Anderson Police Department, Redding Fire Department, Happy Valley Fire Department, Mountain Gate Fire Department, Shasta County Marshal, Shasta County Probation Department, and the Bureau of Land Management. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

The costs associated with this incident are unprecedented for Shasta County and have exceeded the resources available to the impacted local governments. Due to the Governor’s proclamation and the Presidential major disaster declaration, eligible costs are shared between the federal, state, and local governments. The federal share is 75 percent. The remaining 25 percent is shared between the state and local government with the state share being 75 percent. For eligible Carr Fire related costs that have been documented sufficiently for submission to the California Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) the final share for the County after those match percentages is 6.25 percent. County staff are working to track both eligible and non-eligible costs so as to better understand all the fiscal impacts of this incident to the County. The full General Fund impact is unknown at this time.

ATTACHMENTS:

Description	Upload Date	Description
Resolution	12/18/2018	Resolution

**RESOLUTION NO. 2019-
A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
CONTINUING THE PROCLAMATION OF A LOCAL EMERGENCY
FOR THE CARR FIRE**

WHEREAS, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta, in that wildland fire, identified as the “Carr Fire” has devastated the areas of French Gulch, Old Shasta, Keswick, Iron Mountain Road, Swasey Drive, as well as other portions of western Redding, and continues to be a potential threat to areas in the unincorporated area of the County near the community of Lakehead; and

WHEREAS, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Carr Fire on July 26, 2018, at 6:15 a.m.; and

WHEREAS, on July 30, 2018, the Shasta County Board of Supervisors ratified the Director of Emergency Services’ local emergency proclamation; and

WHEREAS, on August 1, 2018, the Shasta County Public Health Officer declared a local health emergency due to the potential threat posed the existence of the Carr Fire and the debris removal process is ongoing; and

WHEREAS, as of August 30, 2018, the Carr Fire consumed more than 229,651 acres, destroyed 1,079 residential structures, destroyed 22 commercial structures, destroyed 503 “other” buildings, damaged 191 residential structures, damaged 26 commercial structures, and damaged 65 “other” type structures is now one hundred percent contained; and

WHEREAS, cleanup and hazard mitigation within the footprint of the Carr fire, to protect the public, is ongoing and beyond the control of the services, equipment, and facilities of Shasta County; and

WHEREAS, the unpredictability of severe weather is forecasted and could exacerbate potential flash flooding and debris flows within the footprint of the Carr Fire; and

WHEREAS, the Board of Supervisors recognizes that the circumstances that led to the July 26, 2018 local emergency proclamation continue to exist.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta continues the proclamation of a ‘local emergency’ by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

Resolution No. 2019 –
January 8, 2019
Page 2 of 2

BE IT FURTHER RESOLVED that the Board of Supervisors shall review the need for continuing the local emergency at least once every 60 days until its termination is proclaimed by this Board.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta and approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

DULY PASSED AND ADOPTED this 8th day of January, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

, 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: January 8, 2019

CATEGORY: Consent - Law and Justice-19.

SUBJECT:

Terminate Delta Fire Local Emergency Proclamation

DEPARTMENT: Sheriff

Supervisory District No. : 4

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

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Adopt a resolution which declares the termination of the September 11, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Delta Fire" subject to Government Code 8630 (d) review requirements.

SUMMARY

There is a need for the Delta Fire local emergency proclamation to be terminated.

DISCUSSION

The Shasta County Director of Emergency Services verbally proclaimed a local emergency on September 6, 2018 due to the wildland fire identified as the "Delta Fire." The proclamation was signed by the Director on the morning of September 7, 2018. On September 11, 2018, the Board adopted Resolution No. 2018-083, which ratified the Shasta County Director of Emergency Services local emergency proclamation pursuant to California Government Code Section 8630. Resources were stretched beyond capacity due to the many wildland fires Shasta County experienced in a short time period.

As of October 7, 2018, the Delta Fire was declared as one hundred percent contained by the U. S. Forest Service. The fire burned over 63,311 acres, and destroyed 20 residential structures, damaged one residence, and destroyed 24 outbuildings.

Government Code Section 8630(d) requires that the governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant. The California Governor's Office of Emergency Services notified the County of Shasta in mid-December 2018 that, as a result of the assessments conducted following the Delta Fire, the California Disaster Assistance Act is not authorized for Shasta County and the impacts of the Delta Fire were not of such severity and magnitude to be beyond the capabilities of the county or the state; therefore, a Presidential Disaster Declaration request is not warranted. The next scheduled meeting of the Board of Supervisors is January 8, 2019.

ALTERNATIVES

The Board may suggest modifications to the resolution.

OTHER AGENCY INVOLVEMENT

Other agency involvement includes but is not limited to, the Shasta County Department of Public Works, Shasta County Fire/CAL FIRE, California Highway Patrol, California Governor’s Office of Emergency Services, California Department of Transportation, and US Forest Service. County Counsel has reviewed the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

Staff will pursue all available options for cost recovery if such options are available; however, it is anticipated that there will be some impact to the General Fund due to the amount of clean up that may be required and infrastructure repair. There is no additional General Fund impact to terminate the local emergency proclamation.

ATTACHMENTS:

Description	Upload Date	Description
Delta Fire Resolution	12/26/2018	Delta Fire Resolution

RESOLUTION NO. 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
DECLARING THE LOCAL EMERGENCY
FOR THE DELTA FIRE NO LONGER EXISTS**

WHEREAS, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons and property arose within the County of Shasta, in that the wildland fire identified as the “Delta Fire” devastated the areas of Dog Creek Road, Slate Creek area, Pollard Flat area, and Highlands Lake area, and was a threat in an unincorporated area of the County near the community of Lakehead; and

WHEREAS, on August 1, 2018, the Shasta County Public Health Officer declared a local health emergency due to the potential threat posed by the existence of the Carr Fire and any concurrent fires and the debris removal process was ongoing; and

WHEREAS, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Delta Fire on September 6, 2018; and

WHEREAS, on September 11, 2018 the Shasta County Board of Supervisors ratified the Director of Emergency Services’ local emergency proclamation; and

WHEREAS, as of October 7, 2018, the Delta Fire is one hundred percent contained, has consumed more than 63,311 acres, destroyed 20 residences and destroyed an additional 24 outbuildings; and

WHEREAS, cleanup and hazard mitigation within the footprint of the Delta Fire occur and the County of Shasta requested that the California Governor’s Office of Emergency Services review the circumstances of the Delta Fire and determine if debris assistance is available; and

WHEREAS, the California Governor’s Office of Emergency Services notified the County of Shasta in mid-December 2018 that, as a result of the assessments conducted following the Delta Fire, the California Disaster Assistance Act is not authorized for Shasta County and the impacts of the Delta Fire were not of such severity and magnitude to be beyond the capabilities of the county or the state; therefore, a Presidential Disaster Declaration request is not warranted.

Resolution 2019 -
January 8, 2019
Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the conditions that caused the emergency declaration have since passed and the local emergency is deemed to no longer exist.

DULY PASSED AND ADOPTED this 8th day of January, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

, 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: January 8, 2019

CATEGORY: Consent - Public Works-20.

SUBJECT:

2019 Road Construction Program

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Adopt a resolution which adopts a list of projects for Fiscal Year 2019-20 funded by Senate Bill No. 1 (Beall), *Transportation Funding* (SB 1): The Road Repair and Accountability Act of 2017.

SUMMARY

Various road construction projects are proposed to be funded through SB 1.

DISCUSSION

The Road Repair and Accountability Act of 2017 (SB 1) provides funding for road construction. Shasta County is scheduled to receive approximately \$5.1 million in Fiscal Year 2019-20. An annual project list shall be submitted to the California Transportation Commission. Expenditures are proposed to overlay major highways and leverage other funding. The proposed list is exhaustive and would be parsed for construction in 2019-20.

ALTERNATIVES

The Board may elect to modify the proposed list. SB 1 funding is forfeited if a list is not submitted.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The Adopted FY 18-19 and projected FY 19-20 Roads budget will use existing fund balance and/or new SB 1 funding to construct the proposed projects. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
RMRA 2019 Project List Resolution	12/13/2018	RMRA 2019 Project List Resolution
RMRA 2019 Project List Resolution (Exhibit A)	12/11/2018	RMRA 2019 Project List Resolution (Exhibit A)

RESOLUTION NO. 2019-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor on April 28, 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Shasta County (the “County”) are aware of the projects proposed for funding in the County and which projects have been completed each fiscal year; and

WHEREAS, the County must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, and must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the County, will receive an estimated \$5,100,0000 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the County is receiving SB 1 funding and will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the funding from SB 1 will help the County maintain and rehabilitate roads, bridges, add active transportation infrastructure throughout the County this year and similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the County’s streets and roads are in an “at-risk” condition and this revenue will help the County increase the overall quality of the County’s road system and over the next decade will bring the County’s streets and roads into a “good” condition; and

WHEREAS, the SB 1 project list and overall investment in the County’s local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits locally and statewide.

Resolution No. 2018-
January 8, 2019
Page 2 of 2

NOW, THEREFORE IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Shasta, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2019-20 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues includes, but is not limited to, the projects listed in Exhibit A attached to and made a part of this resolution.

DULY PASSED AND ADOPTED this 8th day of January, 2019 by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

_____, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

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

By _____
Deputy

Road Maintenance and Rehabilitation Account (RMRA) Project Listing 2019

Shasta County Unincorporated Area

Street	Description	From	To	Schedule for Completion	Estimated Cost	Useful Life
CANYON RD	New asphalt concrete overlay of roadway, restripe, pavement markers	HAPPY VALLEY RD	RDG C/L	Oct 2019	\$300,000	10
CASSEL FALL RIVER RD	New asphalt concrete overlay of roadway and restripe	Nez Perce Ct	1.2 miles south of Pit River	Oct 2019	\$400,000	10
CHINA GULCH DR	New asphalt concrete overlay of roadway, restripe, pavement markers	OAK ST	2G09 CANYON RD	Oct 2019	\$700,000	10
DEE KNOCH RD	New asphalt concrete overlay of roadway and restripe	JIM DAY RD	9S02 PITTVILLE RD	Oct 2019	\$700,000	10
DESCHUTES ROAD AT CEDRO LANE	Install traffic signal	At Cedro Lane	At Cedro Lane	Oct 2020	\$600,000	50
GAS POINT RD	New asphalt concrete overlay of roadway, restripe, pavement markers	W ANDERSON DR	SH005	Oct 2019	\$700,000	10
GAS POINT RD	Replace box culvert and widen road.	Anthony Street	500 feet west of Charles Street	Oct 2020	\$1,000,000	50
LAKE BLVD	New asphalt concrete overlay of roadway, restripe, pavement markers	RDG C/L	SHASTA LAKE C/L	Oct 2019	\$500,000	10
LAKESHORE DR	New asphalt concrete overlay of roadway and restripe	CHARLIE CREEK BRIDGE	1.1 miles south to end of County maintained portion	Oct 2019	\$220,000	10
MEADOW VIEW DR	New asphalt concrete overlay of roadway, restripe, pavement markers	CHURN CREEK RD	RDG C/L	Oct 2019	\$100,000	10
OAK RUN RD	New asphalt concrete overlay of roadway, restripe, pavement markers	OLD 44 DR	Terri Rand Lane	Oct 2019	\$800,000	10
OASIS RD	New asphalt concrete overlay of roadway, restripe, pavement markers	RDG C/L @ CHURN CK BR	RDG C/L @ OAK LEAF LN	Oct 2019	\$200,000	10
OLD OREGON TRL	New asphalt concrete overlay of roadway, restripe, pavement markers	SH005 (E. side of overpass)	RDG C/L (S/O Miller Butte Rd)	Oct 2019	\$500,000	10
OLD OREGON TRL	filling a gap between Highway 44 and the Shasta College Main Entrance--matching	State Route 44	College View Drive	Oct 2019	\$144,000	10
OLINDA ROAD	Highway Safety Improvement Project (HSIP) to widen roadway shoulders	Sammy Lane	Green Leaf	Oct 2020	\$600,000	20
PALM AVE	New asphalt concrete overlay of roadway, restripe, pavement markers	OAK ST.	HAPPY VALLEY RD.	Oct 2019	\$350,000	10
RIVERLAND DR	Construct paved shoulders from Knighton Road to two miles south--matching funds	Knighton Road	Two miles south of Knighton Road	Oct 2019	\$101,000	10
SWEDE CREEK RD	New asphalt concrete overlay of roadway, restripe, pavement markers	OLD 44 DR	BUCKBOARD TRL	Oct 2019	\$350,000	10

Project Totals: \$8,265,000

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Public Works-21.

SUBJECT:

2019 Weed Control 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 General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign agreement with Servfirst, Inc. dba Redding Spray Service in an amount not to exceed \$325,454.30 to provide weed control services on County roads, airports, and sewage treatment facilities from the period date of signing through December 31, 2019, with two optional one-year extensions.

SUMMARY

It is recommended that the Board approve a triennial weed spray agreement with Redding Spray Service.

DISCUSSION

The County uses mowing and spraying to control weeds for sight distance, clearance and fire safety. Spraying is avoided in environmentally sensitive areas and/or upon request by adjoining property owners.

The County issued a Request for Proposals for weed spray services and two proposals were received. Servfirst, Inc. dba Redding Spray Service submitted a proposal which was determined to be responsive. They have provided weed spray services to the County in the past with good results. The other proposal was determined to be non-responsive.

The Public Works Director may approve minor amendments that do not result in a substantial or functional change to the original intent of the agreement and do not cause an increase of more than ten percent per calendar year to the maximum amount payable under the agreement, provided any 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.

ALTERNATIVES

The Board may decline to proceed with the project at this time. Mowing is triple the cost.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total annual cost of this project, including engineering and contingencies, is estimated to be \$125,000. Adequate funds have been included in the Adopted 2018/19 Road Fund budget and other budget units as appropriate. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Weed Control Services Agreement	12/11/2018	Weed Control Services Agreement

**PERSONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SHASTA
AND
SERVFIRST, INC. dba REDDING SPRAY SERVICE**

This agreement is entered into between the County of Shasta, through its Department of Public Works, a political subdivision of the State of California ("County") and ServFirst, Inc. dba Redding Spray Service, ("Consultant") for the purpose of weed control services on County Roads, Airports and Sewage Treatment Facilities.

Section 1. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall provide services that consist of controlling vegetation on designated roadsides, airports and sewage treatment facilities throughout the county with the use of herbicide sprays. All herbicides shall be used in a manner that conforms to all applicable federal, state and county laws, regulations and requirements.
- B. Consultant's application of herbicides along the county roads and right of ways shall be limited to a five (5) foot strip along each edge of roadway except as follows:
 - 1. Herbicides shall not be placed on property on the opposite side of a fence from the roadway.
 - 2. Herbicides shall not be placed in a manner to cause damage to any domestic or cultivated plants.
 - 3. Herbicides shall not be placed in a manner to cause damage to any trees.
 - 4. Where blackberry vines are encountered, the spray limits shall be extended to ten (10) feet except where restricted as described above. Berry vines shall not be sprayed until harvesting of berries has ceased.
 - 5. Area spraying on non-road facilities shall be as shown in the Area Spraying table of Exhibit A, attached hereto and incorporated herein, and as directed by County's project manager.
 - 6. Certain parcels are designated as "No Spray Zones." No Spray Zones are listed in Exhibit C, attached hereto and incorporated herein. Consultant's failure to honor a No Spray Zone could result in costs to the County. Consultant and County hereby agree that Consultant shall compensate County in the amount of \$200.00 per parcel for each separate spraying on a parcel as liquidated damages as that term is used in [Section 1671 of the California Civil Code](#). The parties hereby agree that such charge represents a fair and reasonable estimate of the costs County will incur as a consequence of Consultant's breach of this agreement. In no way does it

relieve the Consultant of any liability for these claims and the remedies provided for in this subsection are in addition to and do not limit any other remedies available to the County or any other party.

- C. Consultant shall kill or otherwise suppress all unwanted vegetation to County's sole satisfaction. Consultant shall make as many site visits and perform all work necessary to achieve County's satisfaction with Consultant's vegetation control effort. Notwithstanding the previous sentence, Consultant shall perform eradication efforts no less than three periodic visits per year to each site that is designated for services. Consultant's means and methods used to control unwanted vegetation shall be performed in such a manner as to limit vegetation growth to a maximum height of four (4) inches.
- D. Herbicide application shall be performed by personnel properly licensed, trained and permitted to perform such services.
- E. Consultant shall hereby represent that it has a current qualified applicator's license for categories 'A', 'C' and 'F' and such license shall be maintained during the term of this agreement.
- F. Consultant shall be registered with the Shasta County Agricultural Commissioner at all times during the term of this agreement.
- G. Consultant shall possess a valid Agricultural Pest Control Business License issued by the State of California Department of Pesticide Regulation at all times during the term of this agreement.
- H. Consultant shall not use any herbicidal agent which is not listed with any applicable federal, state or local agency as a permissible agent for the use and exposure intended.
- I. All herbicides used by Consultant shall be registered in California by the Department of Pesticide Regulation. Consultant shall have in its possession a written site-specific recommendation from a state licensed pest control advisor prior to the application of herbicides along County roads.
- J. Consultant shall submit to the County for approval a list of all herbicidal materials and their vendors, proposed to be used in the work prior to any use.
- K. Domestic use water wells, irrigation canals, streams, grazing lands and private residences are known to exist in near proximity or adjacent to some of the locations. Consultant shall prevent and ensure that herbicide(s) used and the method of placement employed at each site do not affect or impact water wells, irrigation canals, streams, grazing lands and private residences adjacent to or in near proximity to any application site.
- L. Consultant shall determine the herbicidal agent to be used to control unwanted growth consistent with the particular nuances of each site to assure that effective

control is achieved and adjacent properties, inhabitants, vegetation, livestock, etc., are not adversely affected.

- M. All herbicidal agents shall be formulated and applied in strict accordance with the herbicide manufacturer's label instructions (including all supplemental labels), and in accordance with all applicable laws, regulations and permit conditions.
- N. If ornamental plants, fruit trees, vegetable gardens or other objects are injured or damaged by reason of Consultant's operations or the services provided pursuant to this agreement, they shall be replaced or restored at the Consultant's expense. The aforementioned items shall be replaced or restored to a condition substantially similar to the condition as it existed.
- O. Consultant shall recognize all ground water protection areas and shall only employ the use of herbicides and application methods specifically approved for these areas. A current map may be obtained from the Shasta County Agricultural Commissioner.
- P. Consultant shall complete at least one herbicide application at all locations to have herbicide applied no later than May 20th.
- Q. The quantities and locations shown in Exhibits A and B are approximate only. The Public Works Director may approve, in writing, deviations that increase quantities, decrease quantities, change locations and/or add new locations.

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 compensated at the rate of \$0.0172 per linear foot for roadside vegetation control in Area 'A'.
- B. Consultant shall be compensated at the rate of \$0.0205 per linear foot for roadside vegetation control in Area 'B'.
- C. Consultant shall be compensated at the rate of \$0.0119 per square foot for area vegetation control.
- D. In no event shall total compensation paid to Consultant be in excess of \$101,545.80 for the first term of this agreement (date of signing by both parties through December 31, 2019) for the services provided for in this agreement. In the event that the term of this agreement is extended for one or more successive one-year terms, in no event shall total compensation paid to Consultant for the services provided for in this agreement be in excess of \$111,954.25 for each calendar year that the term of the agreement is extended.

- E. 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. Sixty-five percent (65%) of the quoted price shall be paid on or near June 30th – upon completion of the initial treatment, with evidence of dead or dying vegetation.
- B. Twenty-five percent (25%) of the quoted price shall be paid on or near August 31st – upon completion of any additional treatment, with evidence of dead or dying vegetation.
- C. Ten percent (10%) of the quoted price shall be paid at the completion of the Contract period upon evidence of satisfactory performance of all the Contract provisions.
- D. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

- A. This agreement shall commence as of the last date it has been signed by both Parties and shall end on December 31, 2019. The term of this agreement may be extended by the Public Works Director for two additional one-year terms at the end of the initial term, under the same terms and conditions, except as provided in Sections 3 and 7, unless written notice 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.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify 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. 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 of more than ten percent per calendar year to the maximum amount payable under this agreement 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). For purposes of this subsection, modifications to this agreement that are provided for in subsection Q of Section 1 are considered to be within the authority delegated to the Public Works Director by this subsection.
- 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 Consultant's Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability Insurance, 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.
- 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.

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.

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.

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
1855 Placer Street
Redding, CA 96001
530-225-5661; Fax 530-225-5667

If to Consultant: Lori Palmer
ServFirst, Inc. dba Redding Spray Service
Anderson, CA 96007
530-221-3007

- 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.

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: _____

_____, 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. 12/6/18
David M. Yorton Jr.
Senior Deputy County Counsel

By: James Johnson 12/11/18
James Johnson
Risk Management Analyst III

CONSULTANT

SERVFIRST, INC. dba REDDING SPRAY SERVICE

By: Don J. Palmer
Print Name: Don J. Palmer

By: Lori D. Palmer
Print Name: Lori D. Palmer

Title: President/CFO

Title: Vice President/Secretary

Date: 12-5-18

Date: 12/5/18

Tax I.D.#: 91-2127769

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

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

* South side of road only

Subtotal: 579,069'**579,069' x 2 - 5,386' - 340' = 1,152,412'**

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

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

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

Loc. No.	Road Name	Begin Location	End Location	CL Length
2-01	Bear Mountain Road	Old Oregon Trail	Silverthorn Road	37,330'
2-02	Beryl Drive	Deschutes Road	End	3,802'
2-03	Boyle Road	Old Alturas Road	Deschutes Road	14,784'
2-04	Main Street (Castella)	Castella Loop	End	2,635'
2-05	Castella Loop	Main Street (Castella)	Main Street (Castella)	3,696'
2-06	Castle Creek Road	Frontage Road	End of pavement	14,414'
2-07	Red Bluff Road	Swasey Drive	SR 299W	3,590'
2-08	Dog Creek Road	SR 005	3,000 west	3,000'
2-09	Dry Creek Road	SR 299E	Bear Mountain Road	30,677'
2-10	East Fork Road	Trinity Mountain Road	End	19,968'
2-11	Fawndale Road	End	End	5,755'
2-12	Hidden Lane	Beryl Lane	End	2,323'
2-13	Lakeshore Drive	Daisy Lane	End	29,568'
2-14	Hidden Valley Drive	Bear Mountain Road	Ravine Road	1,795'
2-15	Lamoine Drive	Hidden Valley Drive	End	1,478'
2-16	Lookout Court	Bear Mountain Road	End	686'
2-17	Ravine Road	Dry Creek Road	Lamoine Drive	3,696'
2-18	Lower Salt Creek Road	Salt Creek Road	5,000' west	5,000'
2-19	Old Alturas Road	Redding City Limits	Deschutes Road	33,723'
2-20A	Old Oregon Trail	Holiday Road	Redding City Limits	12,619'
2-20B	Old Oregon Trail	Oasis Road	Old Alturas Road	25,376'
2-21	Town of Shasta	See map		7,738'
2-22	Riverview Drive	Main Street (Lakehead)	4,250' north	4,250'
2-23	Slate Creek Road	SR 005	End	3,379'
2-24	Soda Creek Road	Frontage Road	End of pavement	11,088'
2-25	Sweetbrier Avenue	Falls Avenue	End	3,960'
2-26A	Trinity Mountain Road	770' north of Cline Gulch Road	Seven miles north	36,960'
2-26B	Trinity Mountain Road	1.61 mi north of SR 299W	French Gulch Road	7,899'
2-27	Union School Road	SR 005	Old Oregon Trail	9,187'
2-28	Copper Canyon Road	Old Oregon Trail North	End	2,587'
2-29	Flanagan Road	Shasta Lake City Limits	End	2,746'
2-30	Churn Creek Road	Al Rose Lane	285' west of Huntington Drive	2,118'
2-31	Gregory Creek Road	Salt Creek Road	SR 005 Overcrossing	8,501'
2-32	Irish Road	Lake Blvd.	End	898'
2-33	Iron Mountain Road	SR 299W	End at Gate	33,898'
2-34	Rock Creek Road	SR 299W	Iron Mountain Road	17,213'
2-35	Salmon Creek Road	Old Alturas Road	End	4,013'
2-36	Gilbert Drive	End	End	6,864'
2-37	Loop Drive	Bollibokka Way	Loop Drive	2,270'
2-38	Pine Grove Avenue	Lake Blvd.	Shasta Lake City Limits	612'
2-39	Newtown Road	Lake Blvd.	Pine Grove Avenue	2,904'
2-40	Bass Drive	Wonderland Blvd.	End	1,637'
2-41	Coal Creek Road	Gilman Road	End	3,117'
2-42	College View Drive	Redding City Limits	Old Oregon Trail	634'
2-43	Coram Road	Shasta Dam	End of pavement	10,560'
2-44	Granite Drive	Trinity Alley	Rock Creek Road	4,594'
2-45	Lake Blvd.	Redding City Limits	Shasta Lake City Limits	12,144'
2-46	Comstock Lane	Quartz Hill Road	End	1,425'
2-47	Quartz Hill Road	Keswick Dam Road	North, to Redding City Limits	12,091'
2-48	Old Forty Four Drive	Cattle Drive	1,650' west of Deschutes Road	14,158'
2-49	Whiskey Creek Road	2.54 mi north of SR 299E	End	5,966'

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

Loc. No.	Road Name	Begin Location	End Location	CL Length
2-50	Old Oasis Road	Oasis Road	Redding City Limits	4,066'
2-51	O'Brien Inlet Road	Shasta Caverns Road	End	4,002'
2-52	Lakeview Drive	Shasta Caverns Road	End	2,429'
2-53	Old Oregon Trail	Rancho Road	Redding City Limits	5,597'
2-54	Collyer Drive	Old Oregon Trail	Redding City Limits	3,326'
2-55	Middle Creek Road	SR 299W	Red Bluff Road	1,020'
2-56	Middle Creek Road	Iron Mountain Road	End	8,290'
2-57	Harley Leighton Road	Old Oregon Trail	Old Oregon Trail	6,864'
2-58	Forgotten Trail	Harley Leighton Road	End	634'
2-59	Wonderland Blvd.	Shasta Lake City Limits	End	14,203'
2-60	Keswick Dam Road	Iron Mountain Road	Redding City Limits	15,666'
2-61	Gilman Road	Salt Creek Road	Fenders Ferry Road	90,130'
2-62	Falls Avenue	Sweetbrier Avenue	Shade Avenue	581'
2-63	River Avenue	End	End	1,954'
2-64	Shade Avenue	Falls Avenue	End	1,003'
2-65	Swasey Drive	Placer Road	SR 299W	22,018'
2-66	Frontage Road	Soda Creek Road	Castella Loop Road	12,250'
2-67	Airport Road	Rancho Road	North, to Redding City Limits	3,491'
2-68	Benson Drive	Rock Creek Road (Shasta)	4,000' north	4,000'
2-69	Lower Springs Road	Swasey Drive	SR 299W	10,243'
2-70	Old Oregon Trail	Old Alturas Road	South, to Redding City Limits	6,737'
2-71	Walker Mine Road	Lake Blvd.	End	16,161'

Subtotal: 725,981'**725,981' x 2 = 1,451,962'****Total for area 'A' Dist 2: 1,451,962 LF**

EXHIBIT A

WORK DESCRIPTION FOR AREA 'A' DISTRICT 3

Loc. No.	Road Name	Begin Location	End Location	CL Length
3-01	Winding Way	Old Forty Four Drive	End	2,693'
3-02	Deschutes Road	Old Forty Four Drive	SR 299E	26,318'
3-29	Old Forty Four Drive	Swede Creek Road	Whitmore Road	17,410'
3-33	Silver Bridge Road	SR 44	Old Forty Four Drive	4,120'

Subtotal: 50,541'

46,421' x 2 = 101,082'

Total for area 'A' Dist 3: 101,082 LF

EXHIBIT A**WORK DESCRIPTION FOR AREA 'A' BRIDGE AND GUARDRAIL**

Loc. No.	Road Name	Begin Location	End Location	Lineal Feet
5-02	Dersch Road at Cow Creek Bridge. (6C-18)	3350' east of Deschutes Road	3800' east of Deschutes Road	450'
5-03	Sunny Hill Road at Ducket Creek Bridge. (6C-254)	760' west of Rainbow Lake Road	840' west of Rainbow Lake Road	80'
5-04	Platina Road	1.8 miles west of Bland Road	2.1 miles west of Bland Road	1,584'
5-05	Big Bend Road	4600' south of Pit 5 Road	5000' south of Pit 5 Road	400'
5-06	Platina Road	6.7 miles west of Bland Road	7 miles west of Bland Road	1,584'
5-07	Olinda Road	5800' east of Happy Valley Road	6000' east of Happy Valley Road	200'

Total for area 'A' Bridge/Guardrail: 4,298 LF

EXHIBIT A**WORK DESCRIPTION FOR AREA 'B' DISTRICT 3**

Loc. No.	Road Name	Begin Location	End Location	CL Length
3-03	Camino Oro	SR 44	End	686'
3-04	Camino Real	SR 44	End	4,646'
3-05	Camino Vista	Camino Real	SR 44	1,742'
3-06	Fern Road East	Oak Run to Fern Road	Old Cow Creek Bridge	18,058'
3-07	Mineral School Road	Oak Run Road	End	1,584'
3-08	Murphy Lane	Oak Run to Fern Road	End	3,221'
3-09	South Cow Creek Road (Millville)	4,200' north of SR 44	19,200 north of SR 44	15,000'
3-10	Whitmore Road	Old Forty Four Drive	Fern Road East	92,770'
3-11	Wildcat Road	Ash Creek Road	Tehama County	49,421'
3-12	100 Road	SR 44	Ponderosa Way	1,320'
3-13	Black Butte Road	SR 44	Wildcat Road	18,850'
3-14	Frisby Road	Terry Mill Road	End	10,560'
3-15A	Inwood Road	Ponderosa Way	One mile west	5,280'
3-15B	Inwood Road	SR 44	Three miles east	15,840'
3-16	Oak Run Road	SR 299E	Old Forty Four Drive	97,099'
3-17	Oak Run to Fern Road	Oak Run Road	Murphy Lane	3,260'
3-18	Rock Creek Road (Shingletown)	2,000' west of Forwards Mill Road	8,560' East of Forwards Mill Road	10,560'
3-19	Shingletown Ridge Road	Black Butte Road	One mile east	5,280'
3-20	Wilson Hill Road	Grace Lake Road	Rock Creek Road	33,960'
3-21	Woodhill Drive	SR 299E	SR 299E	11,141'
3-22	Brookdale Road	Whitmore Road	Whitmore Road	14,414'
3-23	Buzzard Roost Road	Oak Run Road	SR 299E	31,680'
3-24	Fern Road	Whitmore Road	Oak Run to Fern Road	40,709'
3-25	Dersch Road	Deschutes Road	SR 44	51,744'
3-26	Ash Creek Road	Parkville Road	Dersch Road	44,352'
3-27	Fenders Ferry Road	SR 299E	End of Pavement	18,691'
3-28	Terry Mill Road	SR 299E	Mountain School Road	16,840'
3-30	Rock Creek Road (Shingletown)	Wilson Hill Road	Woodcutters Way	8,025'
3-31	Wengler Hill Road	Inwood Road	Ponderosa Way	8,395'
3-32	Big Bend Road	SR 299E	Nelson Creek Road	87,067'

Subtotal: 721,185'**721,185' x 2 = 1,442,370 LF****Total for area 'B' Dist 3: 1,442,370 LF**

EXHIBIT A**WORK DESCRIPTION FOR AREA 'B' DISTRICT 4**

Loc. No.	Road Name	Begin Location	End Location	CL Length
4-01	Archie Brown Road	Brown Road	McArthur Road	6,800'
4-02	Baldy McCulley Road	Pittville Totten Road	SR 299E	2,165'
4-03	Brown Road	Glenburn Road	End of Pavement	12,725'
4-04	Bruce Crum Road	Jim Day Road	End	5,280'
4-05	Cassel Road	SR 89	SR 299E	36,802'
4-06	Chickasaw Court	Shoshoni Loop	End	739'
4-07	Clarks Creek Road	1.44 mi west of SR 89	3.44 mi west of SR 89	10,560'
4-08	Comanche Court	Shoshoni Loop	End	686'
4-09	Crelghton Drive*	Island Road	End	1,848'
4-10	Dee Knoch Road	Pittville Road	Jim Day Road	19,272'
4-11	Doty Road	Bidwell Road	1 mi north	5,280'
4-12	Hupa Court	Cassel Fall River Road	End	1,373'
4-13	Horr Road	Island Road	End	5,650'
4-14	Island Road	McArthur Road	End	18,744'
4-15	Jim Day Road	Bruce Crum Road	Dee Knoch Road	4,986'
4-16	Lee Road	Cable Road	1.02 mi north	5,386'
4-17	Lewis Road	SR 299E	End	4,118'
4-18	McArthur Road	SR 89	SR 299E	91,872'
4-19	Modoc Street	Trinity Street	End	2,438'
4-20	Siskiyou Street	Shasta Street	Modoc Street	500'
4-21	Natchez Court	Shoshoni Loop	End	422'
4-22	Nez Perce Court	Cassel Fall River Road	End	950'
4-23	Cable Road	Lee Road	4,400' east of Lee Road	4,400'
4-24	Pittville Road	SR 299E	Dee Knoch Road	19,536'
4-25	Pittville Totten Road	Pittville Road	SR 299E	10,877'
4-26	Shoshoni Loop	Cassel Fall River Road	Cassel Fall River Road	11,880'
4-27	Soldier Mountain Drive	McArthur Road	McArthur Road	4,224'
4-28	Glenburn Road	SR 299E	McArthur Road	29,357'
4-29	Ute Court	Natchez Court	End	158'
4-30	Walker Drive	Brown Road	End	2,165'
4-31	Williams Road	Lewis Road	SR 299E	3,168'
4-32	Black Ranch Road	SR 299E	Vedder Road	11,775'
4-33	Vedder Road	Black Ranch Road	End	4,435'
4-34	Dee Knoch Road	Cassel Fall River Road	Jim Day Road	19,958'
4-35	Cassel Fall River Road	4,400' south of Dee Knoch Road	Shoshoni Loop	6,705'

* South side of road only

Subtotal: 367,034'**367,034' x 2 - 1,848' = 732,220'**

(Loc 4-09)

Total for area 'B' Dist 4: 732,220 LF

EXHIBIT A
AREA SPRAYING

Loc. No.	Location	Work Description	Area (SF)
1-001	Cottonwood Wastewater Treatment Plant. 3425 Live Oak Road.	Access road shoulder, gravel roads shoulder to shoulder, area spraying around improvements.	81,700 SF
1-002	Dersch Road	Poison Oak. 400' east of Airport Road to 1,150' east of Airport Road.	7,500 SF
1-003	Palo Cedro Wastewater Treatment Plant. 21300 Charolais Way.	All areas inside fenced area of headworks.	105,000 SF
1-004	Anderson Septage Ponds	Perimeter and interior dikes from shoulder to shoulder. 5-foot radius around five monitoring wells.	229,000 SF
1-006	Deschutes Road/Halls Lane	Area between Deschutes Road and Halls Lane.	128,000 SF
3-001	Westview Road	Spray Emergency Fire Escape Road 20' wide from shoulder to shoulder.	109,000 SF
4-001	Fall River Mills Airport	Spray 10' wide strip on both sides of Runways and Taxiways.	198,000 SF
4-002	Fall River Mills Septage Ponds	Perimeter and interior dikes from shoulder to shoulder.	18,200 SF

Total area spraying: 876,000 SF

**EXHIBIT A
CONTRACT ITEM SUMMARY**

Item No.	Description	Unit	Estimated Quantity
1	ROADSIDE SPRAYING AREA 'A'	LF	2,710,000 LF
2	ROADSIDE SPRAYING AREA 'B'	LF	2,175,000 LF
3	AREA SPRAYING	SF	876,000 SF

EXHIBIT B
SPRAY AREA LOCATION MAPS

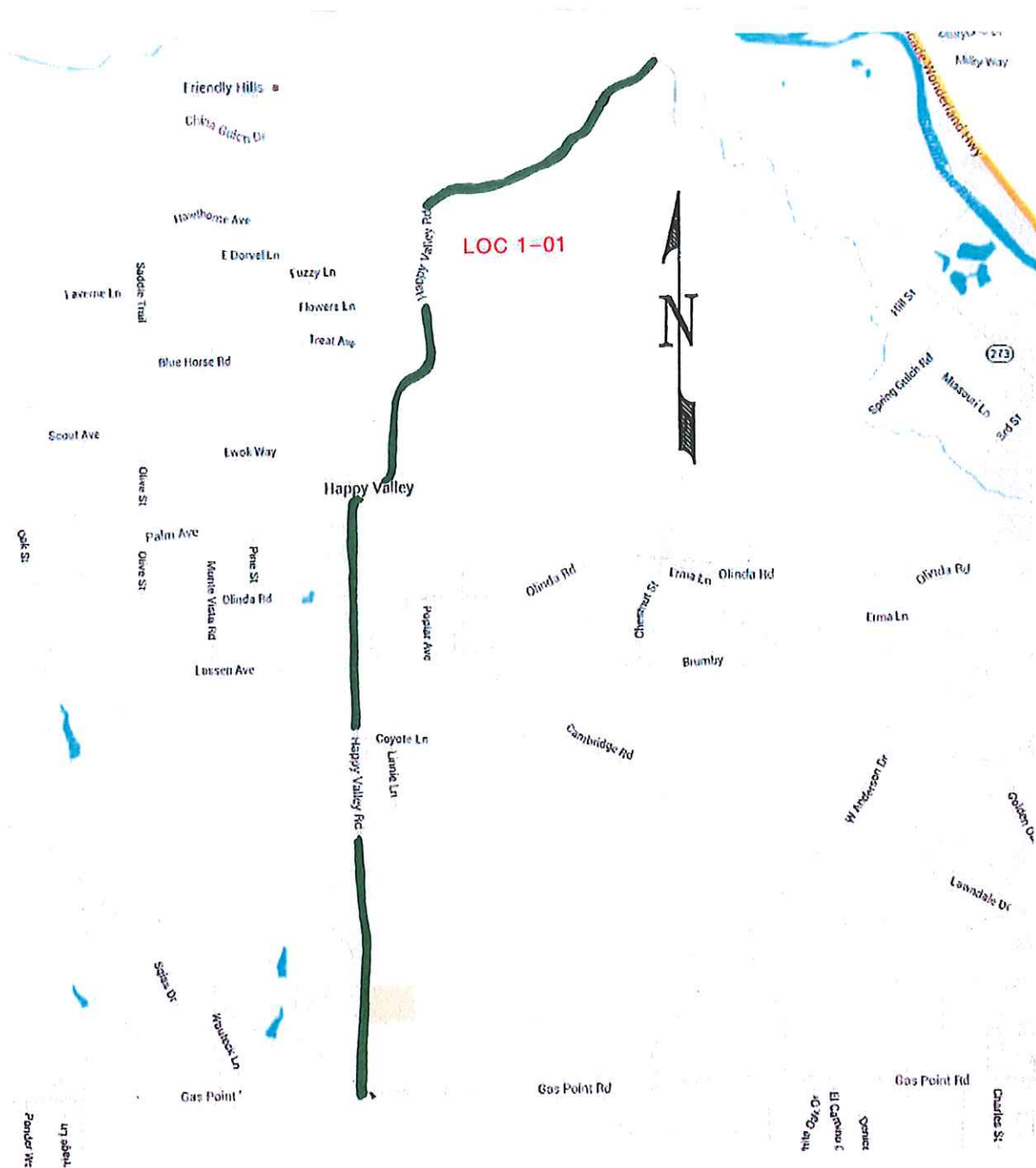


EXHIBIT B
SPRAY AREA LOCATION MAPS

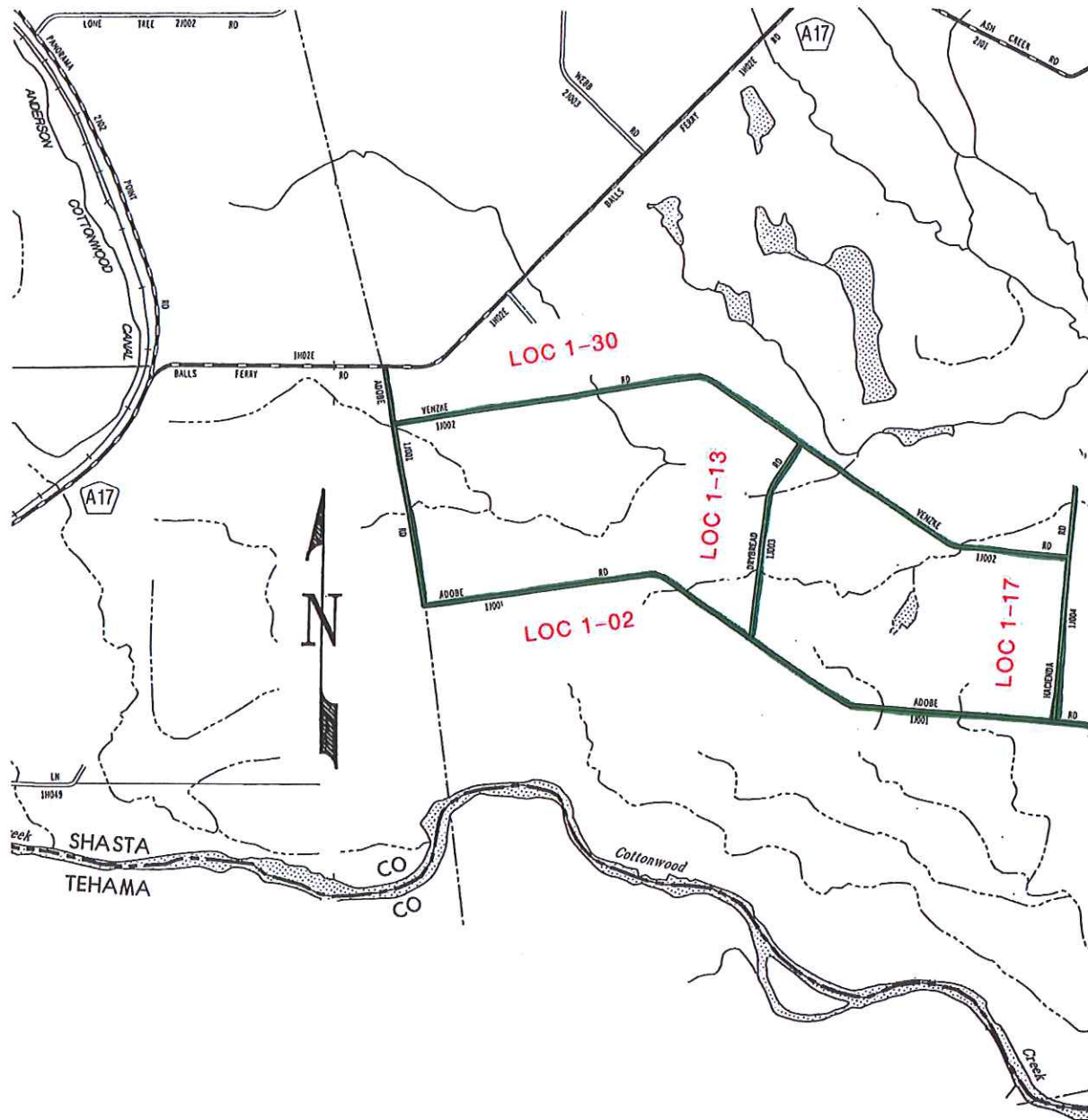


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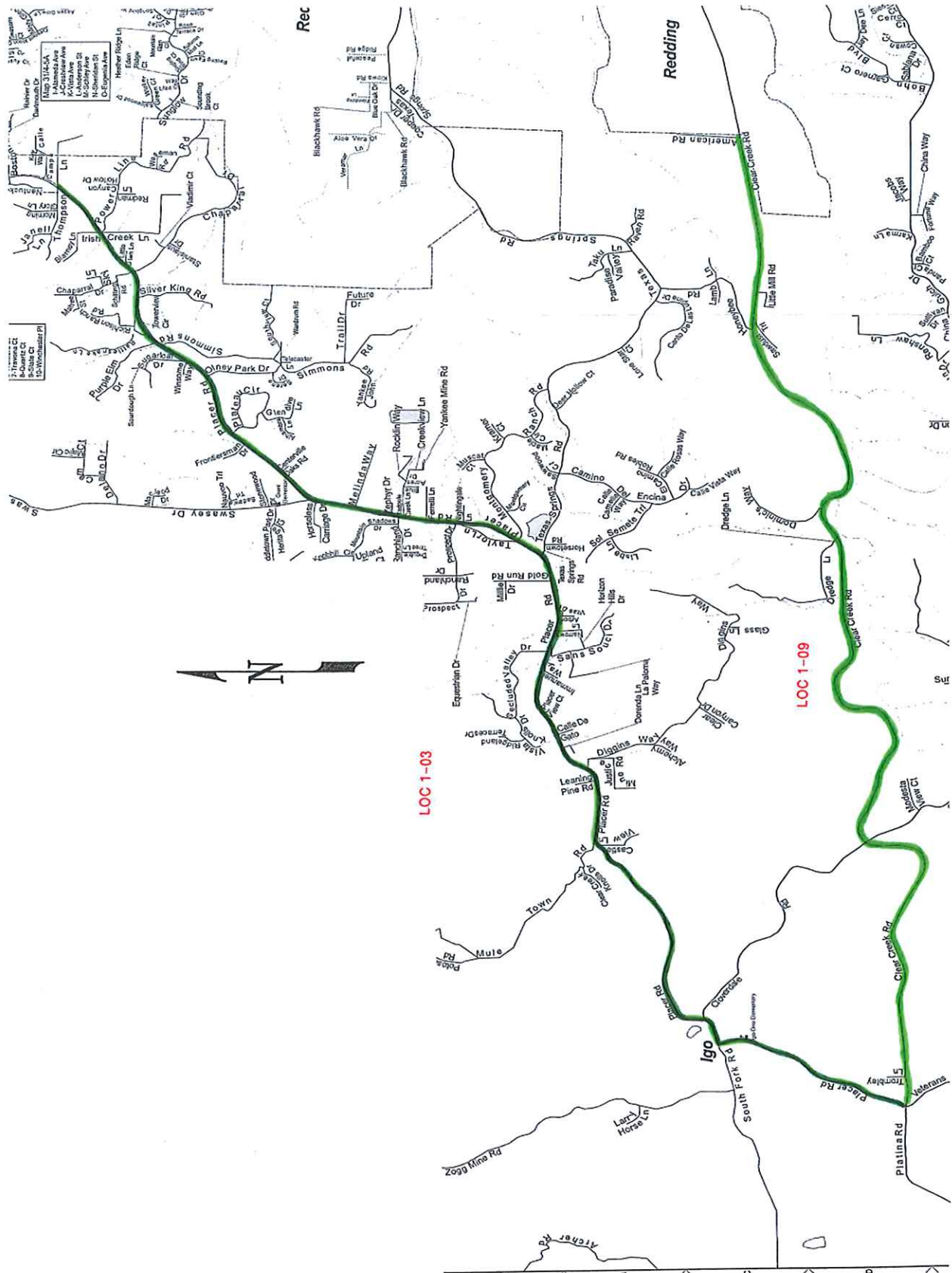


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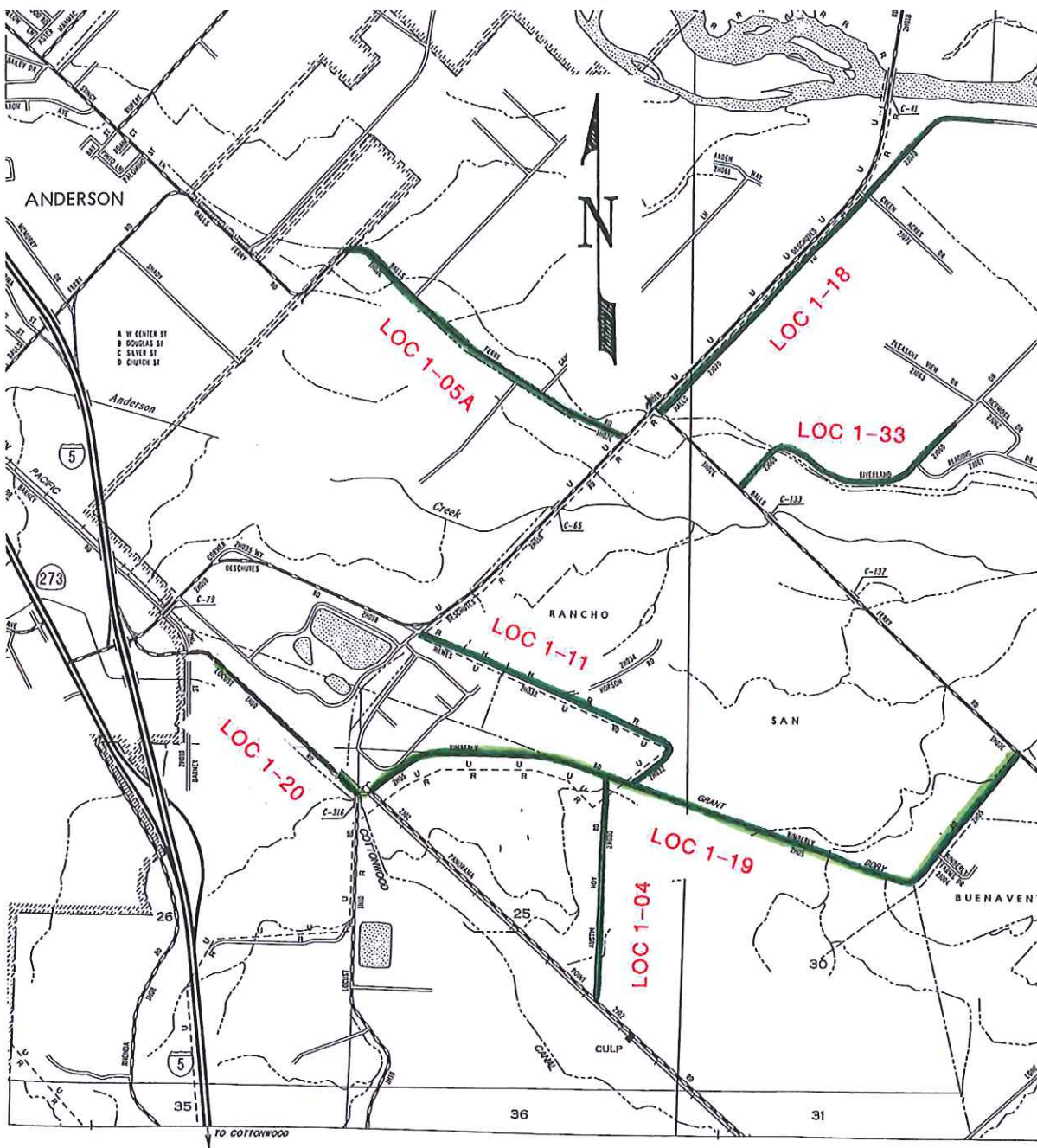


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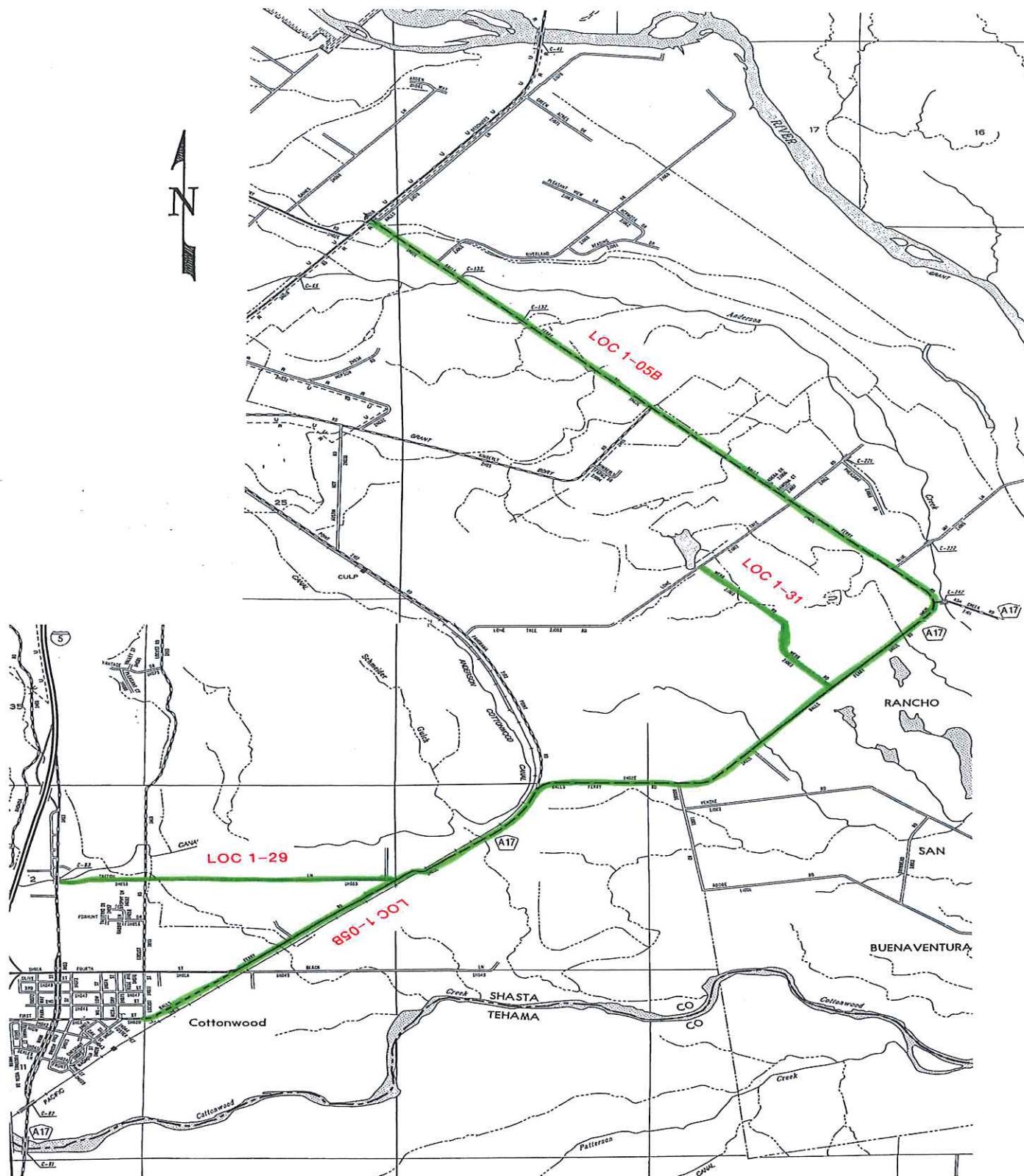


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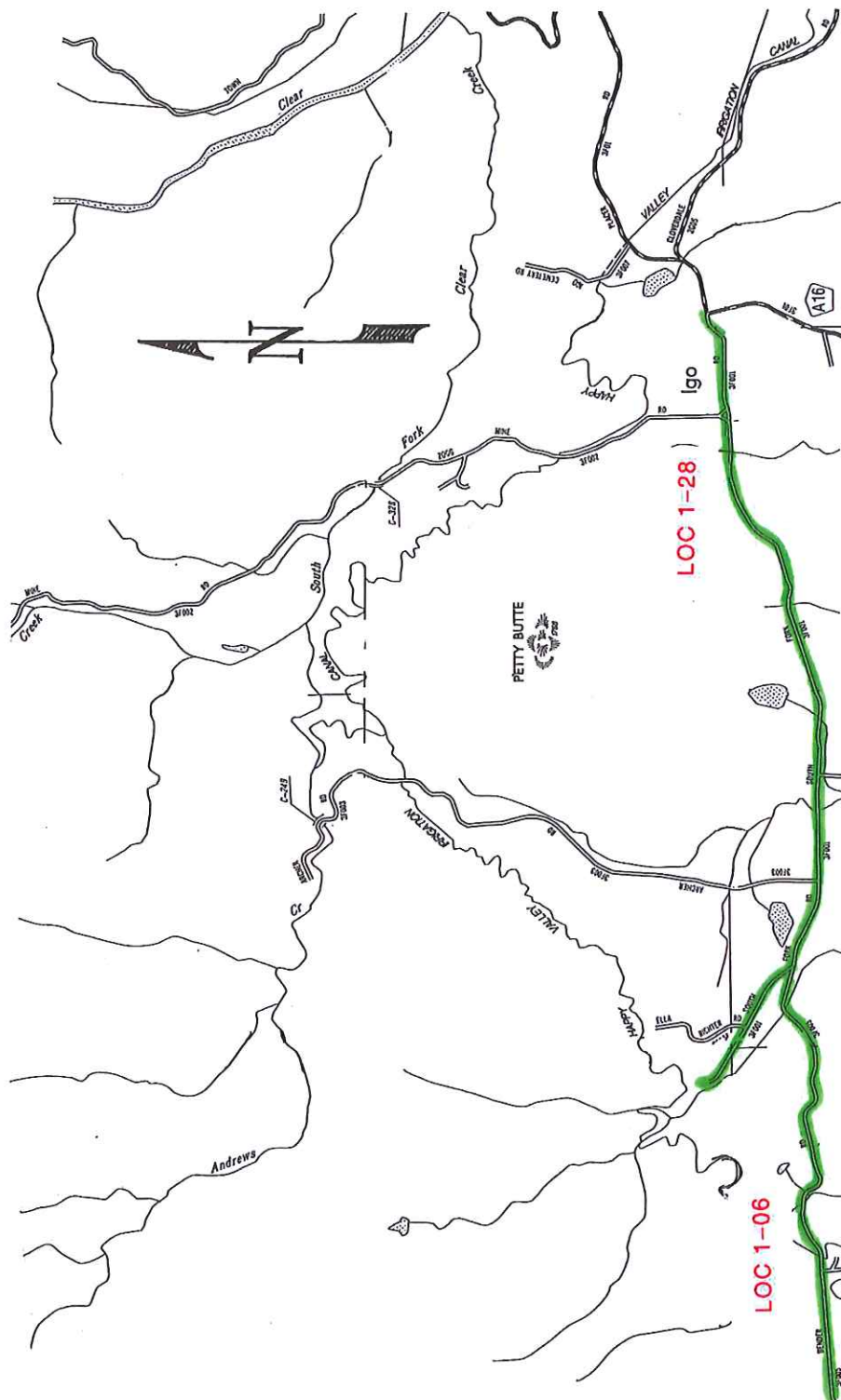


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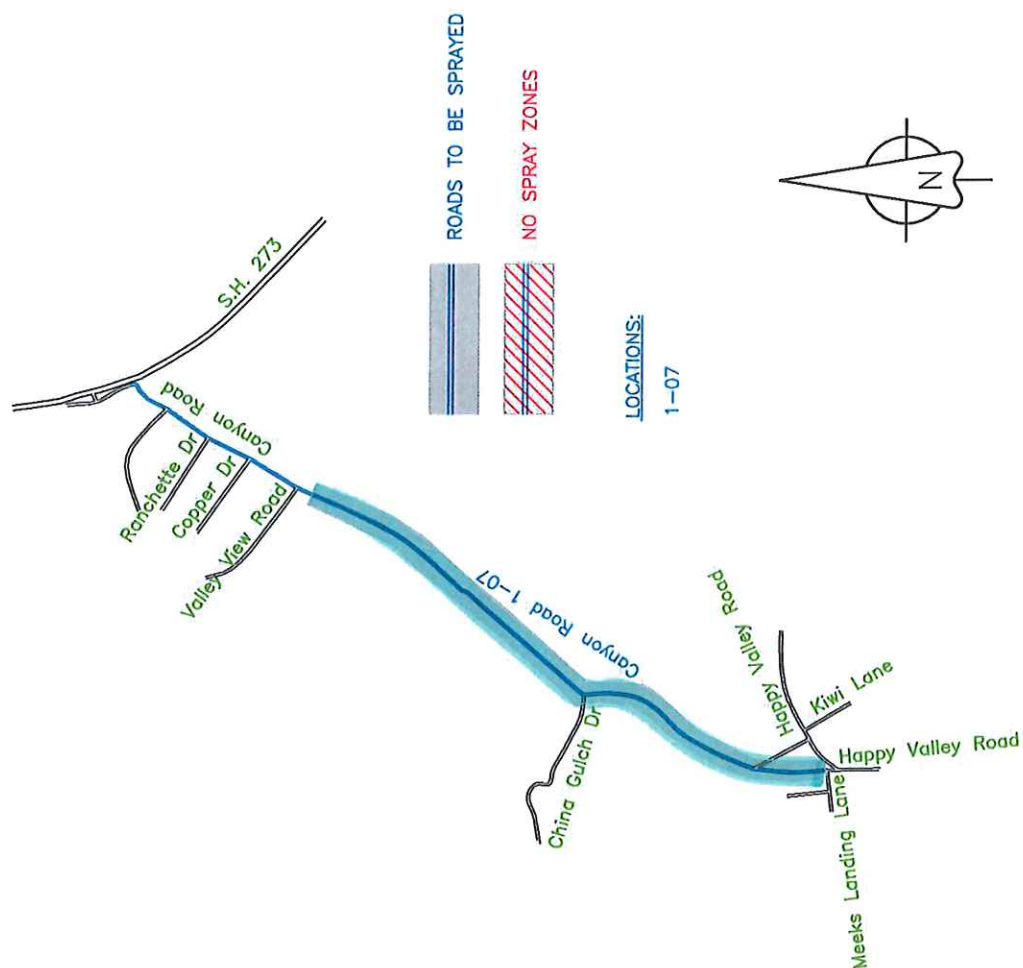


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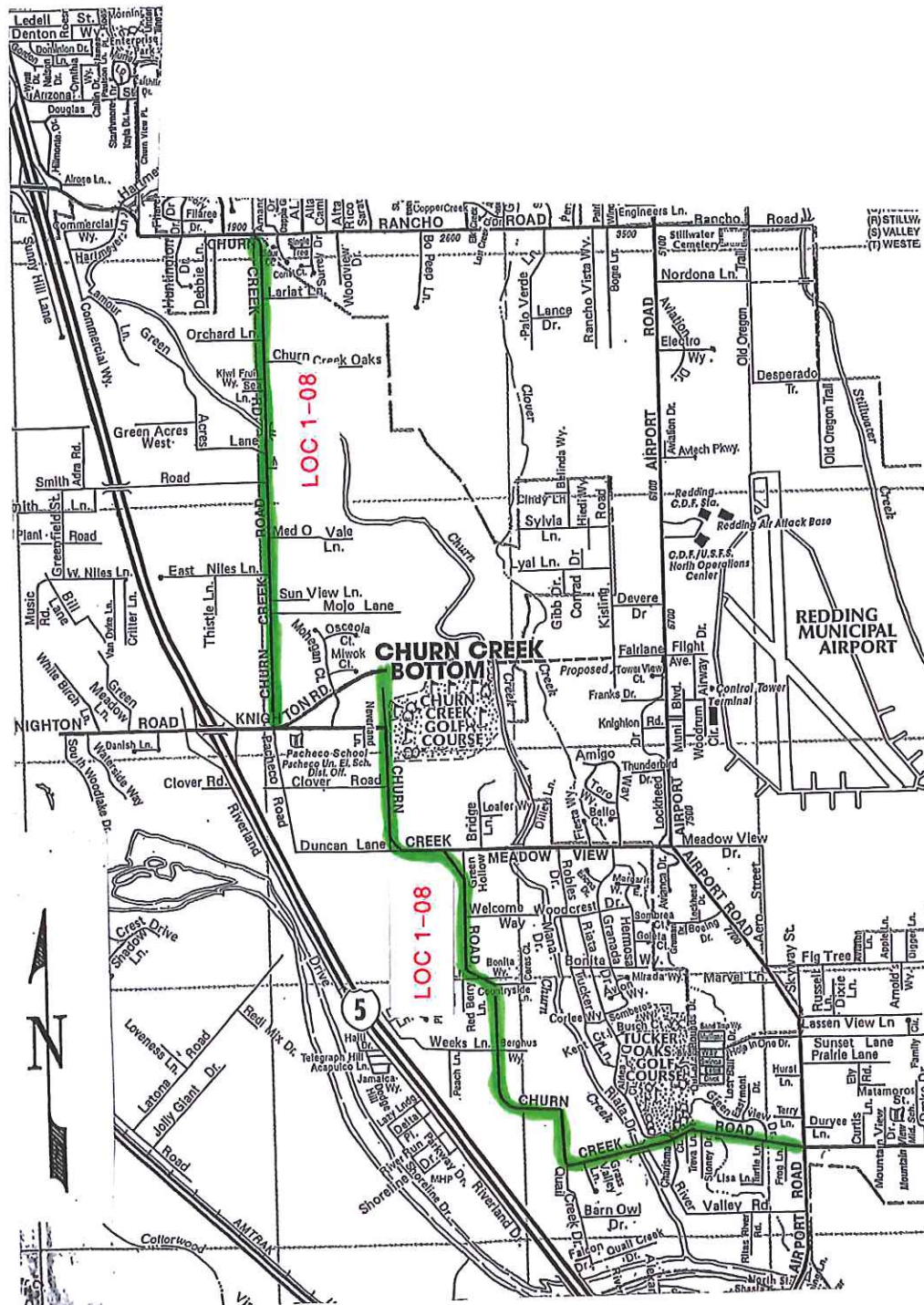


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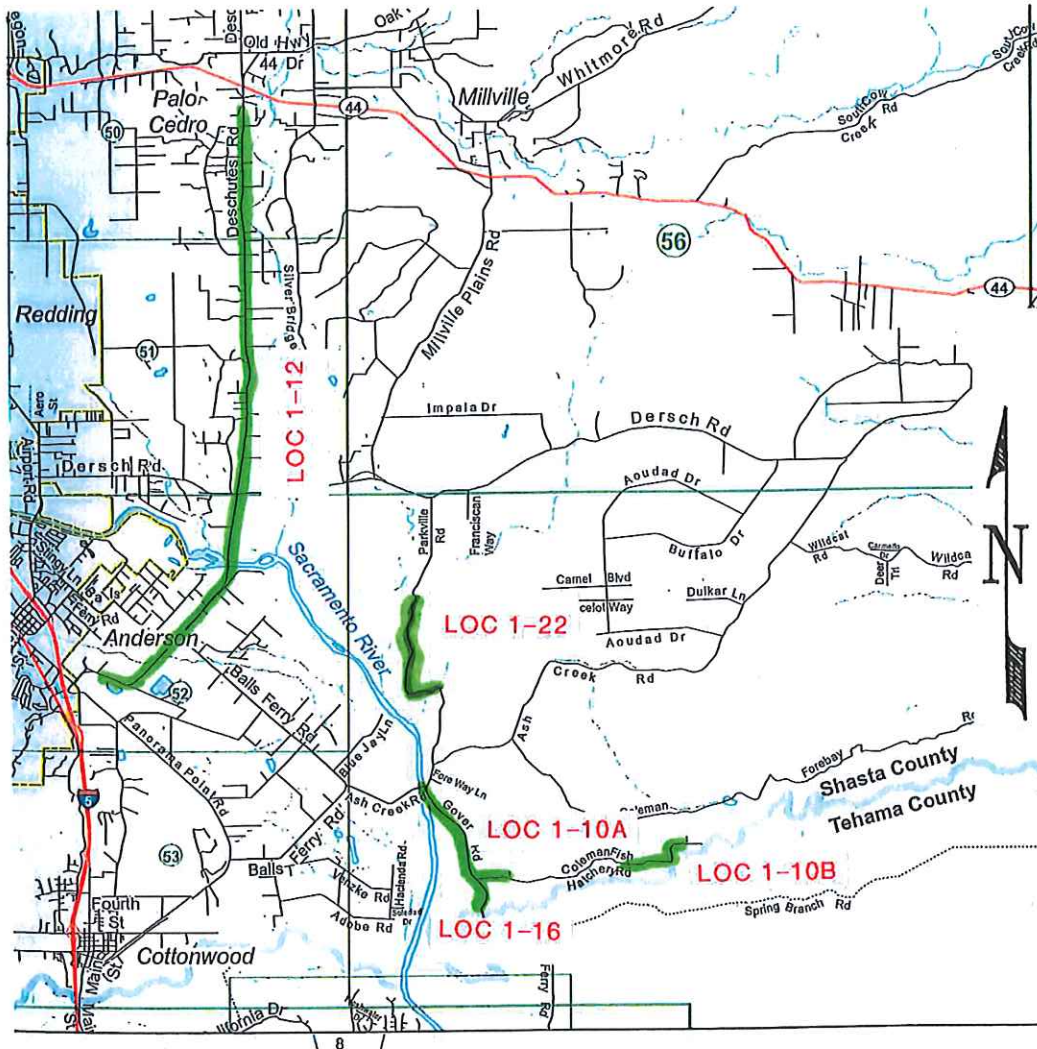


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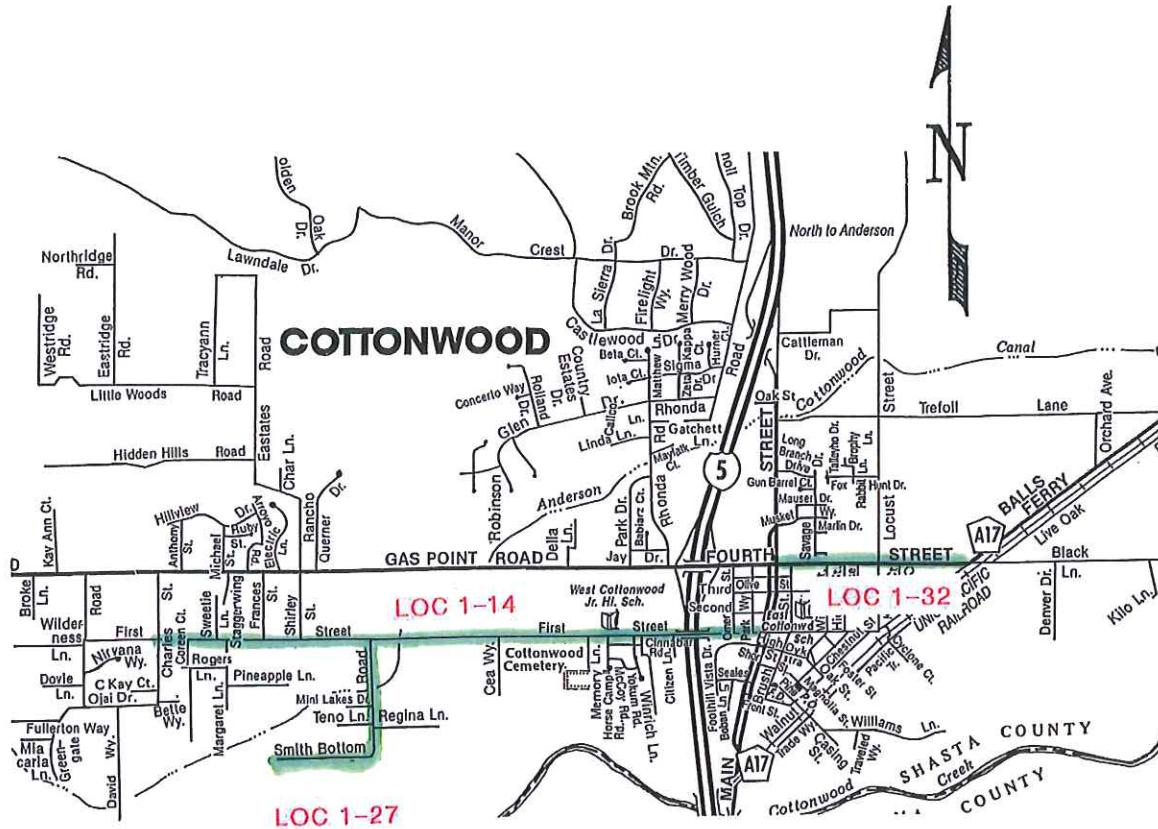


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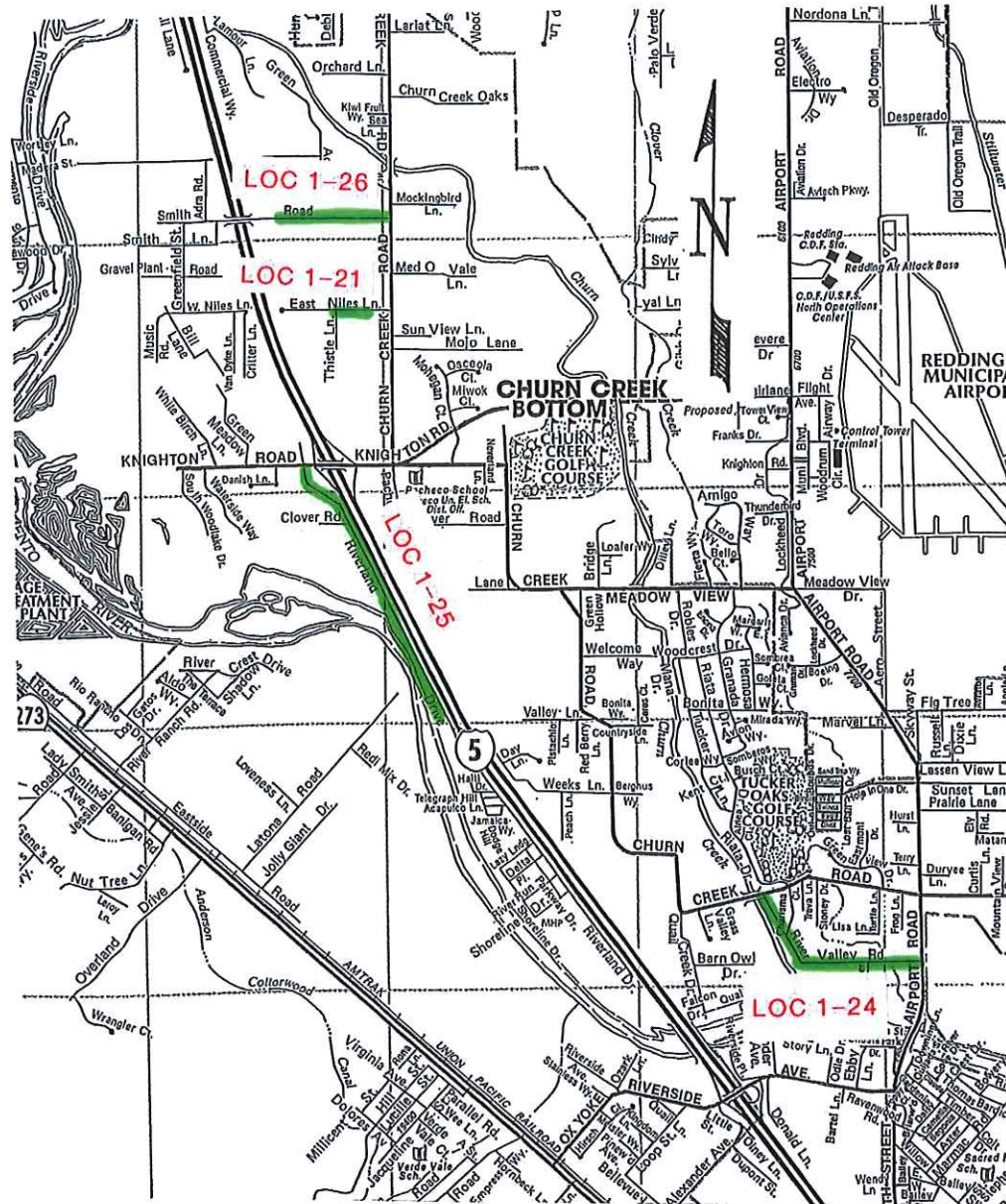


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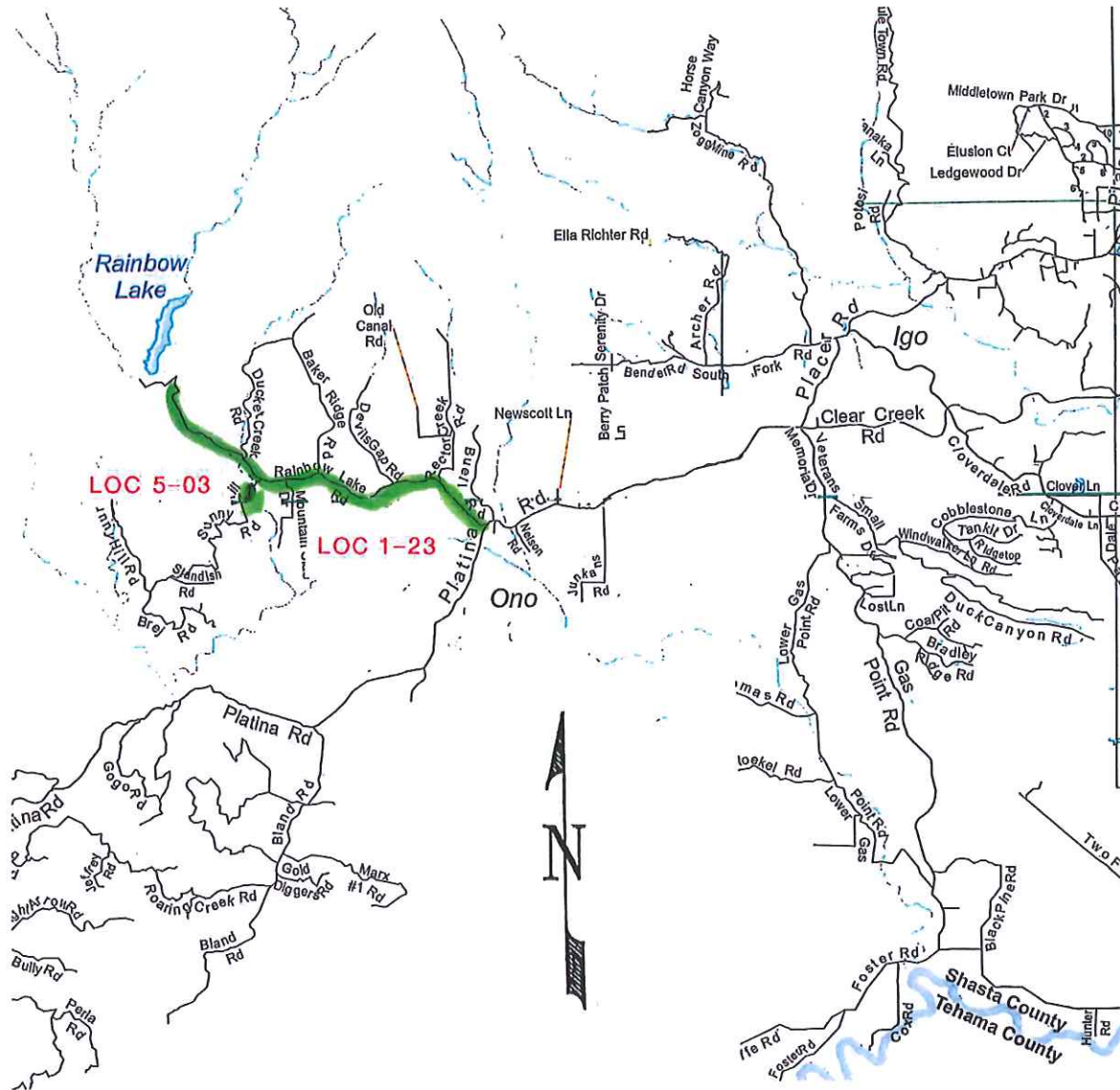


EXHIBIT B
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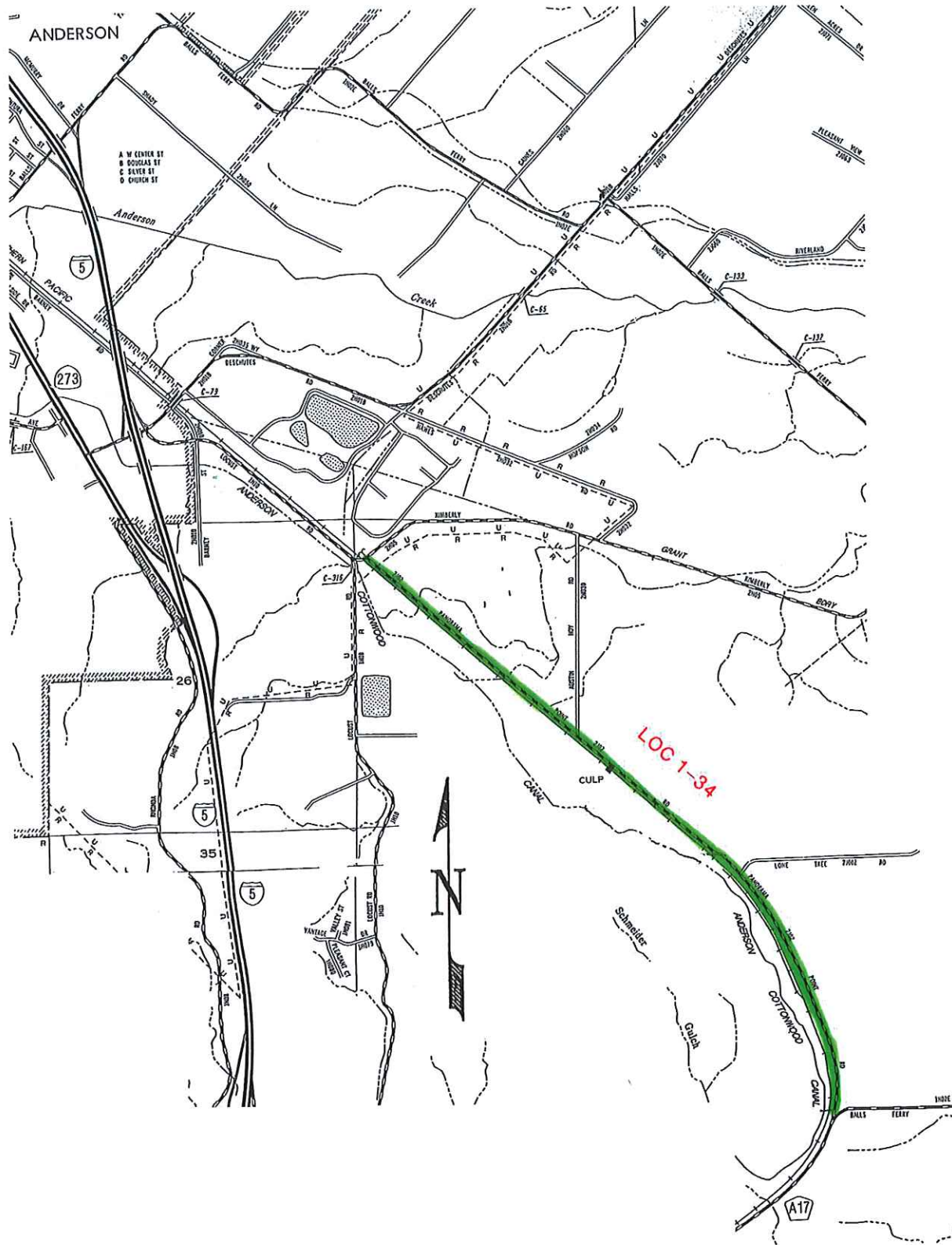


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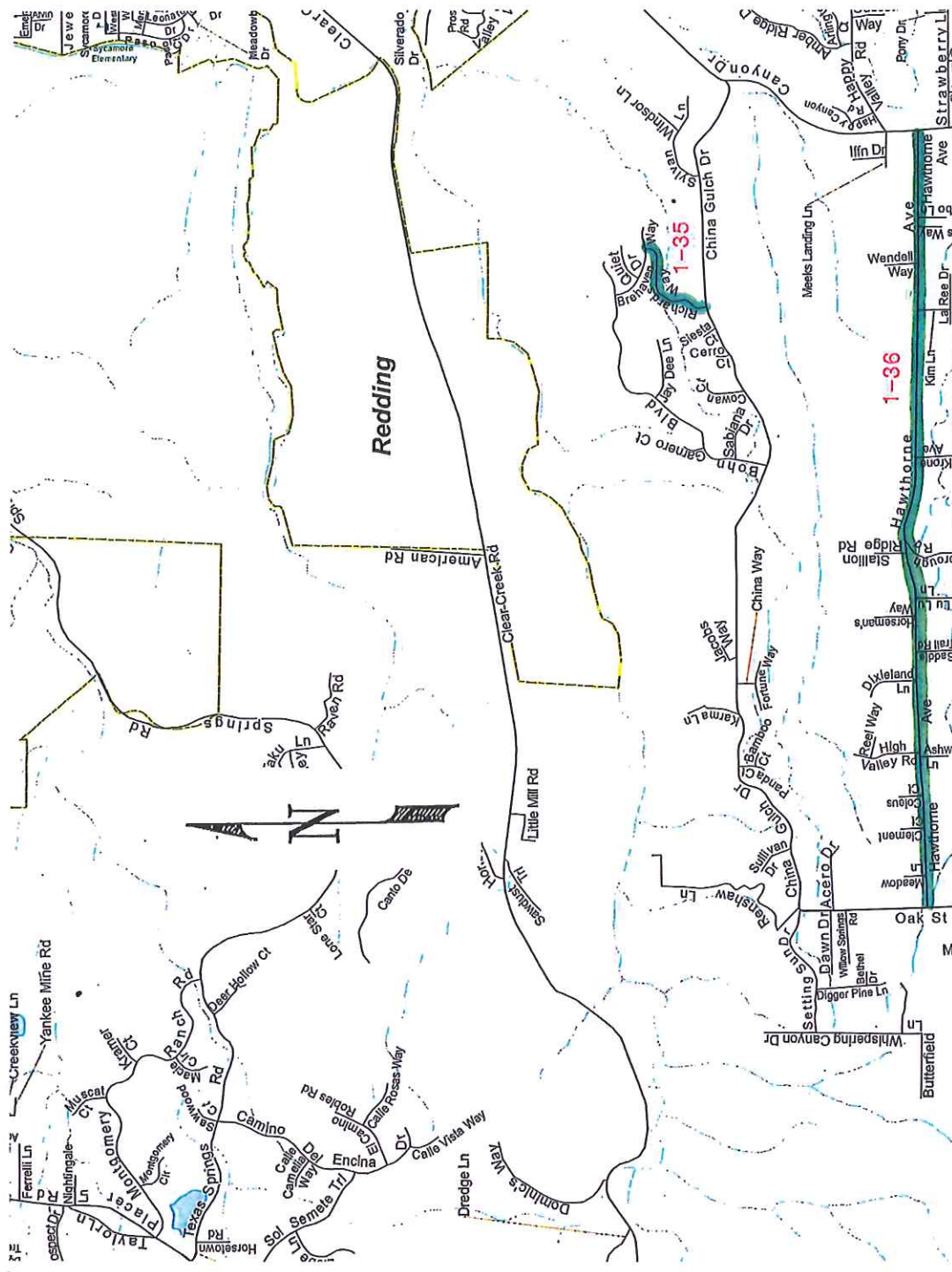


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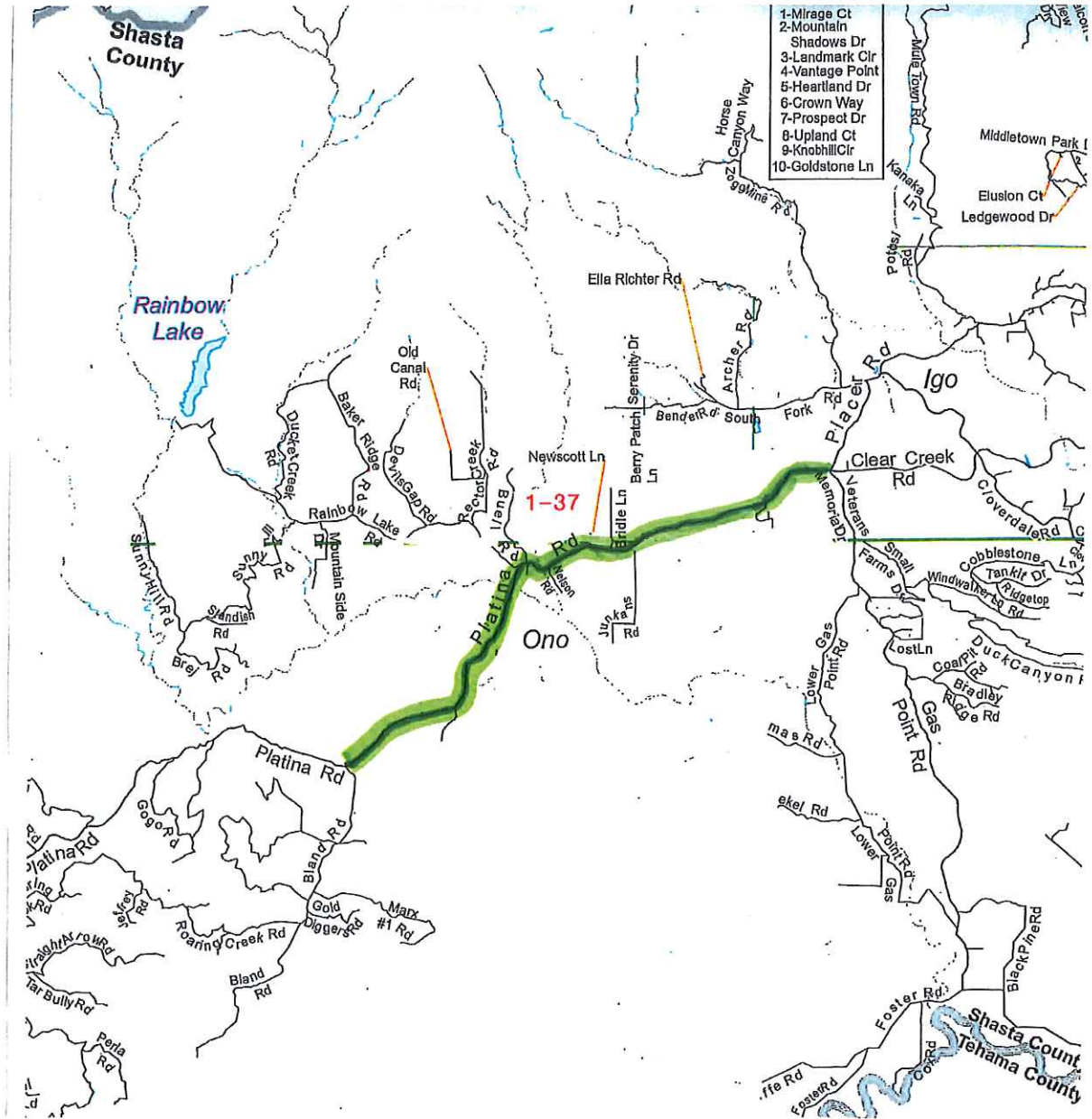


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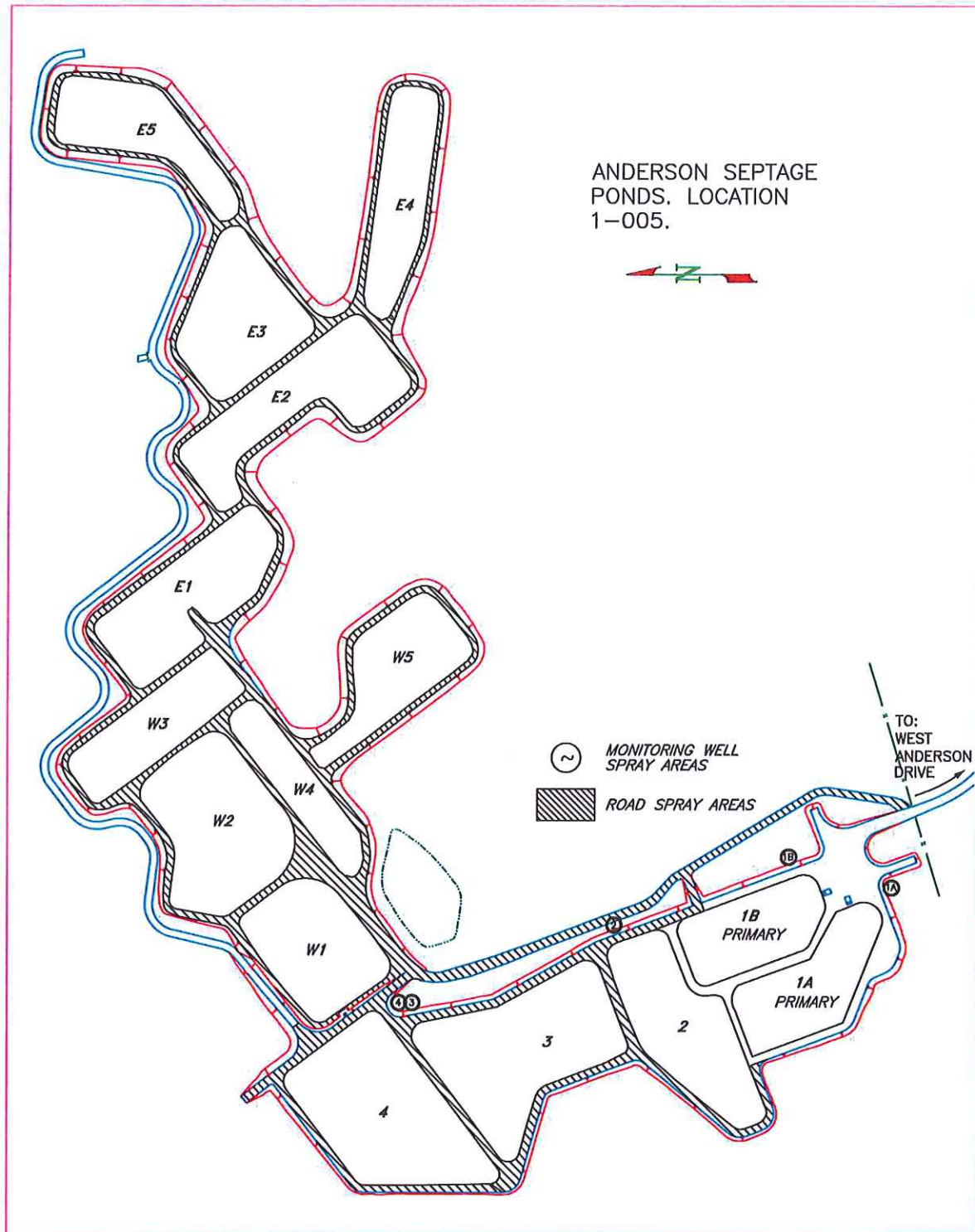


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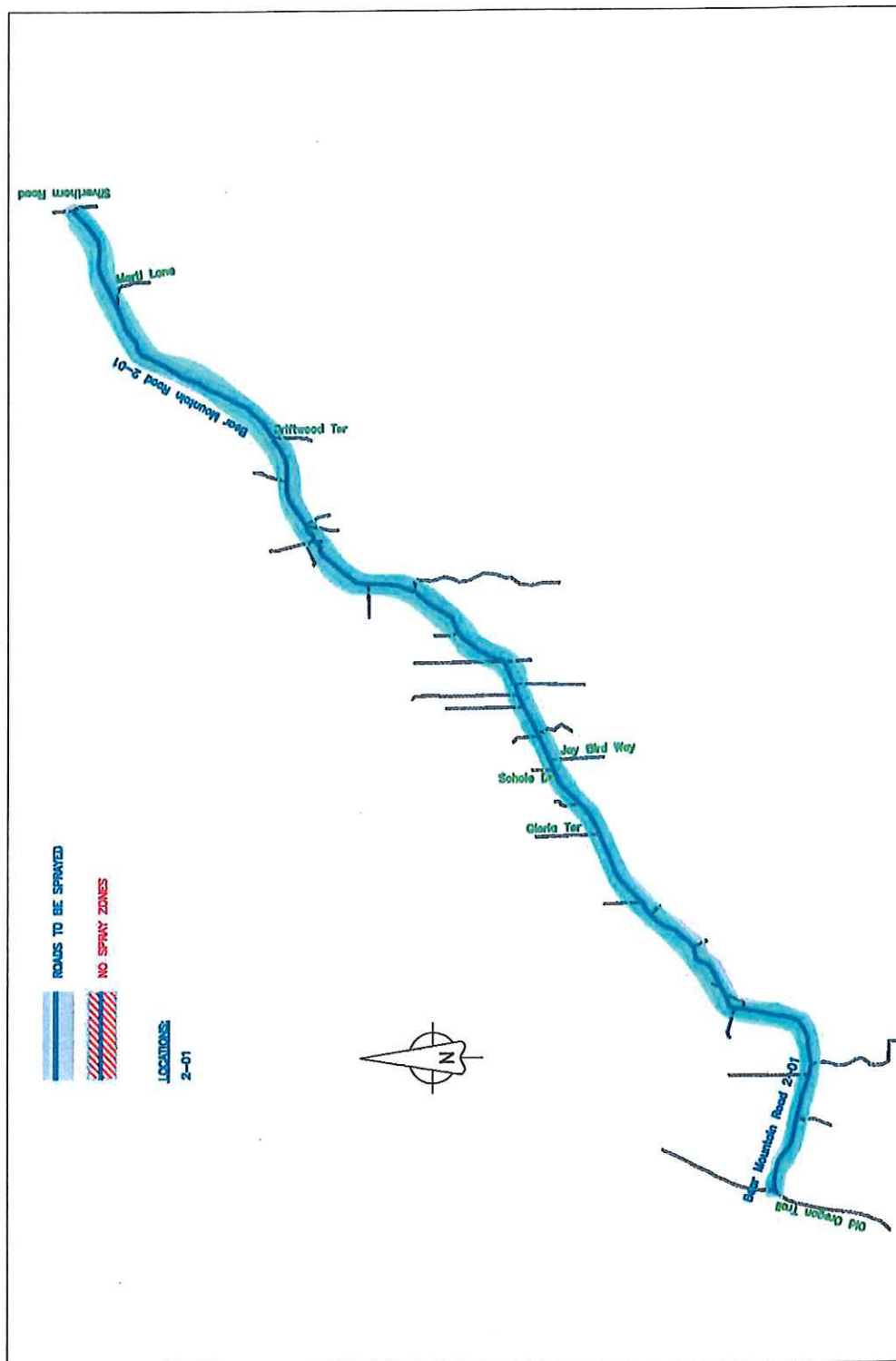


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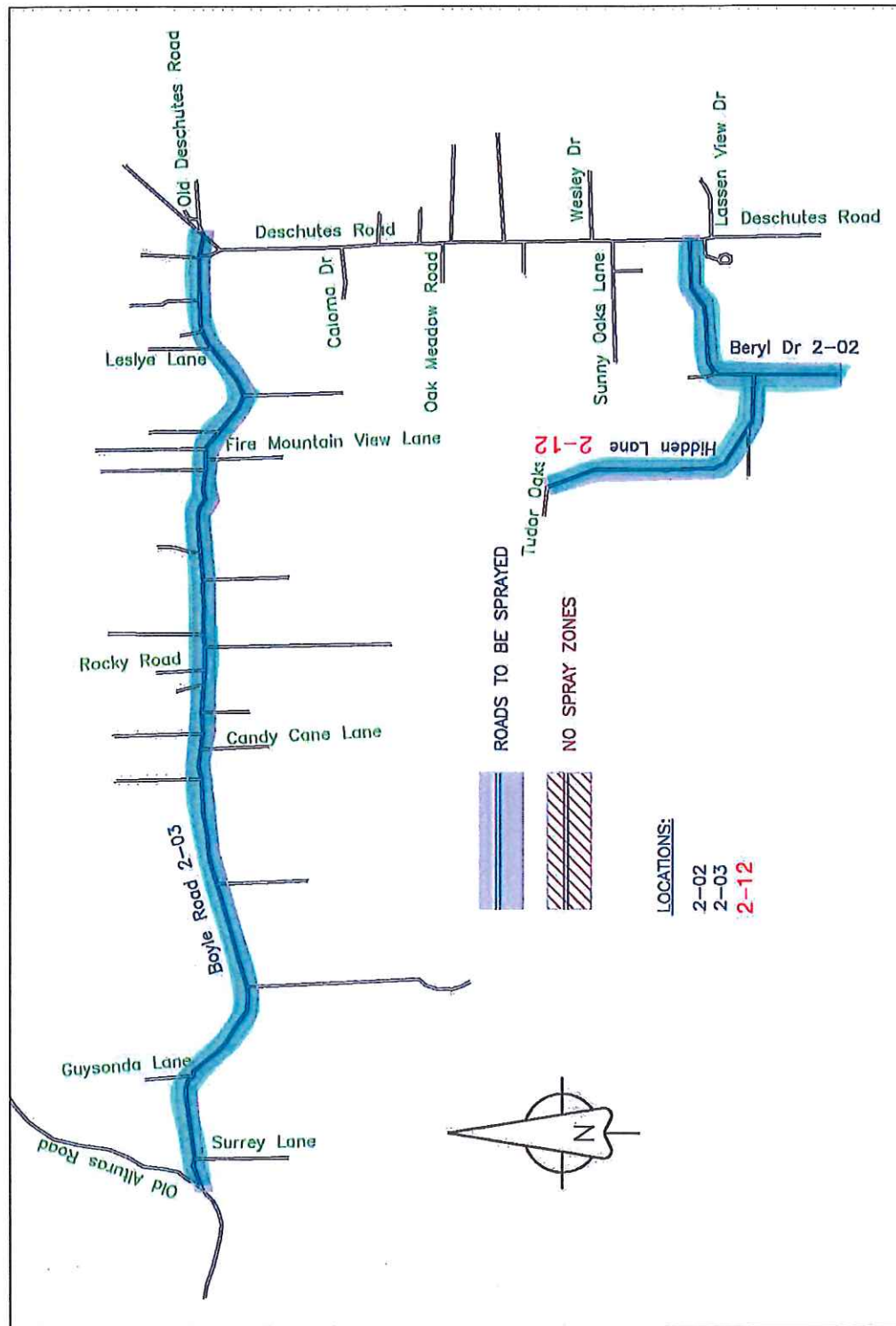


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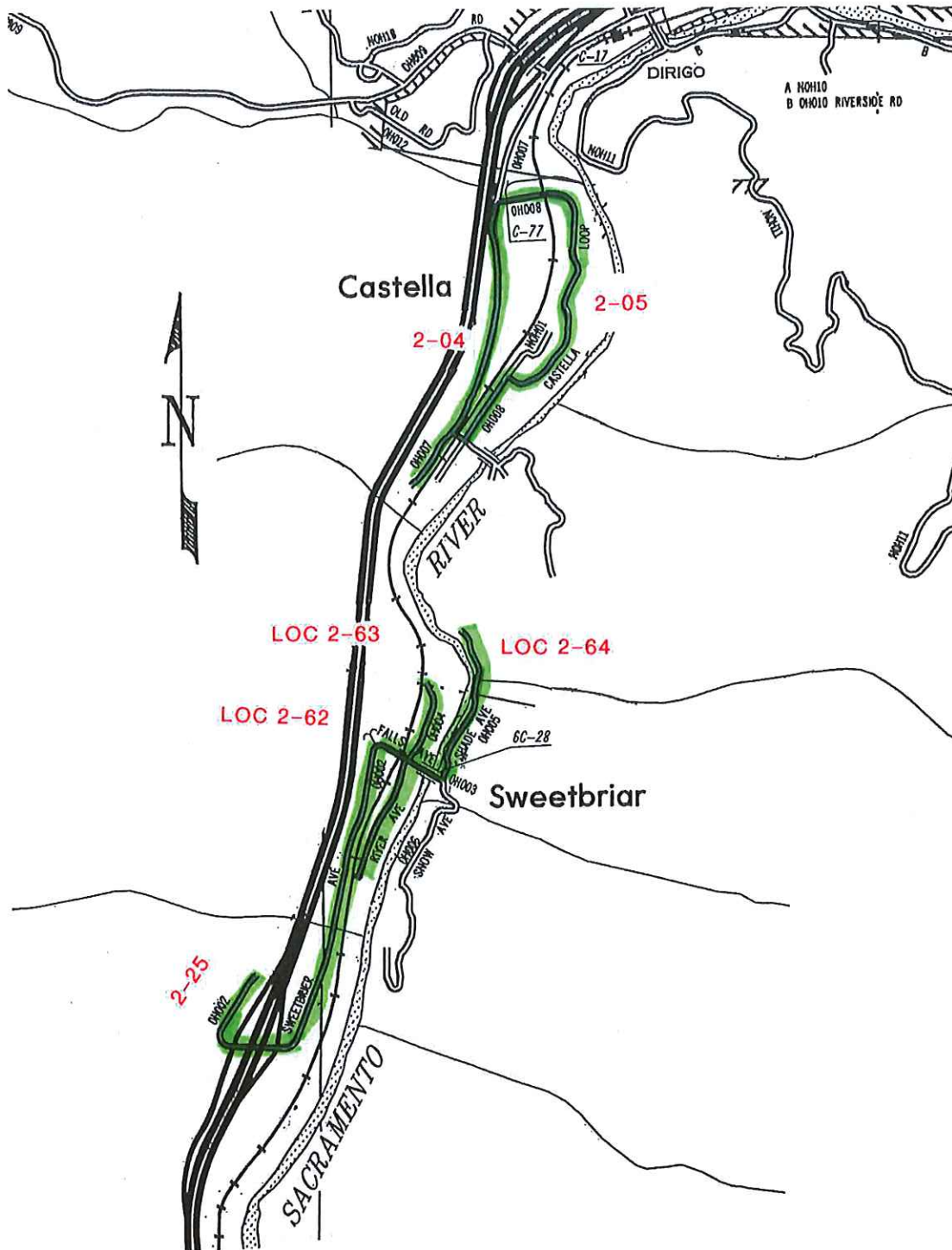


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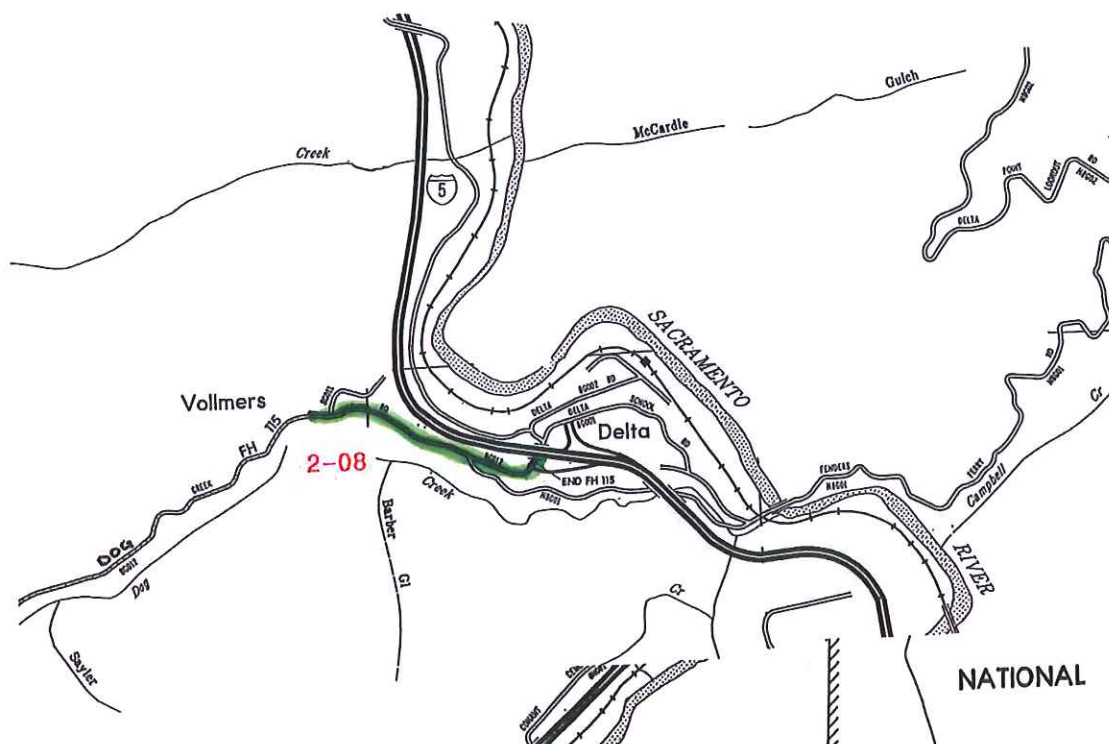
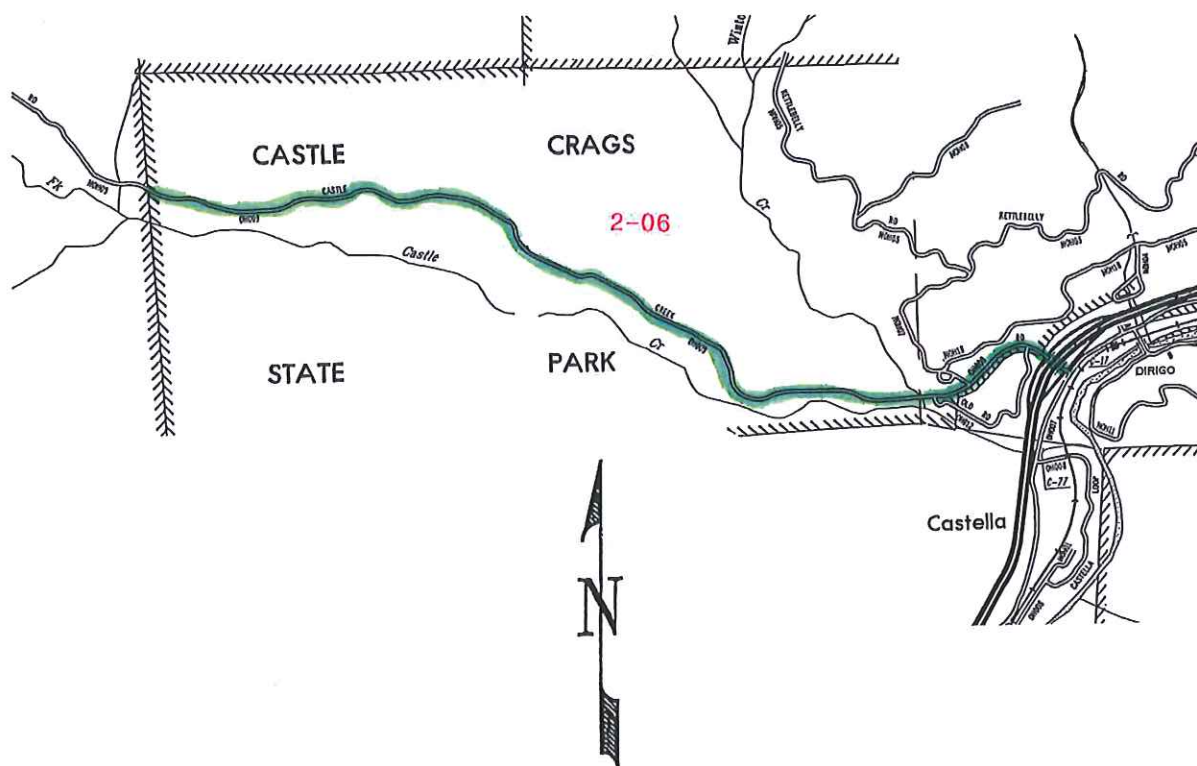


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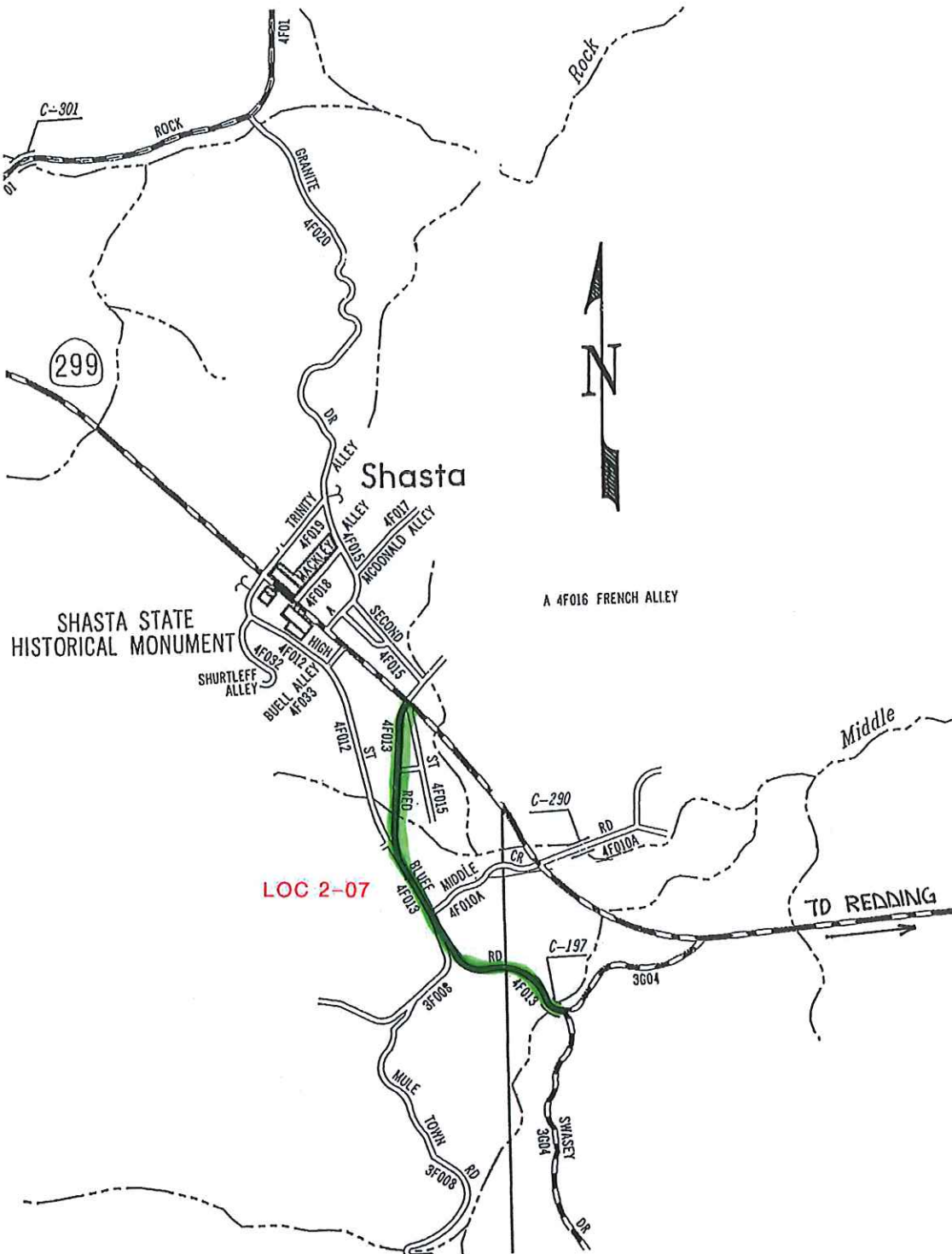


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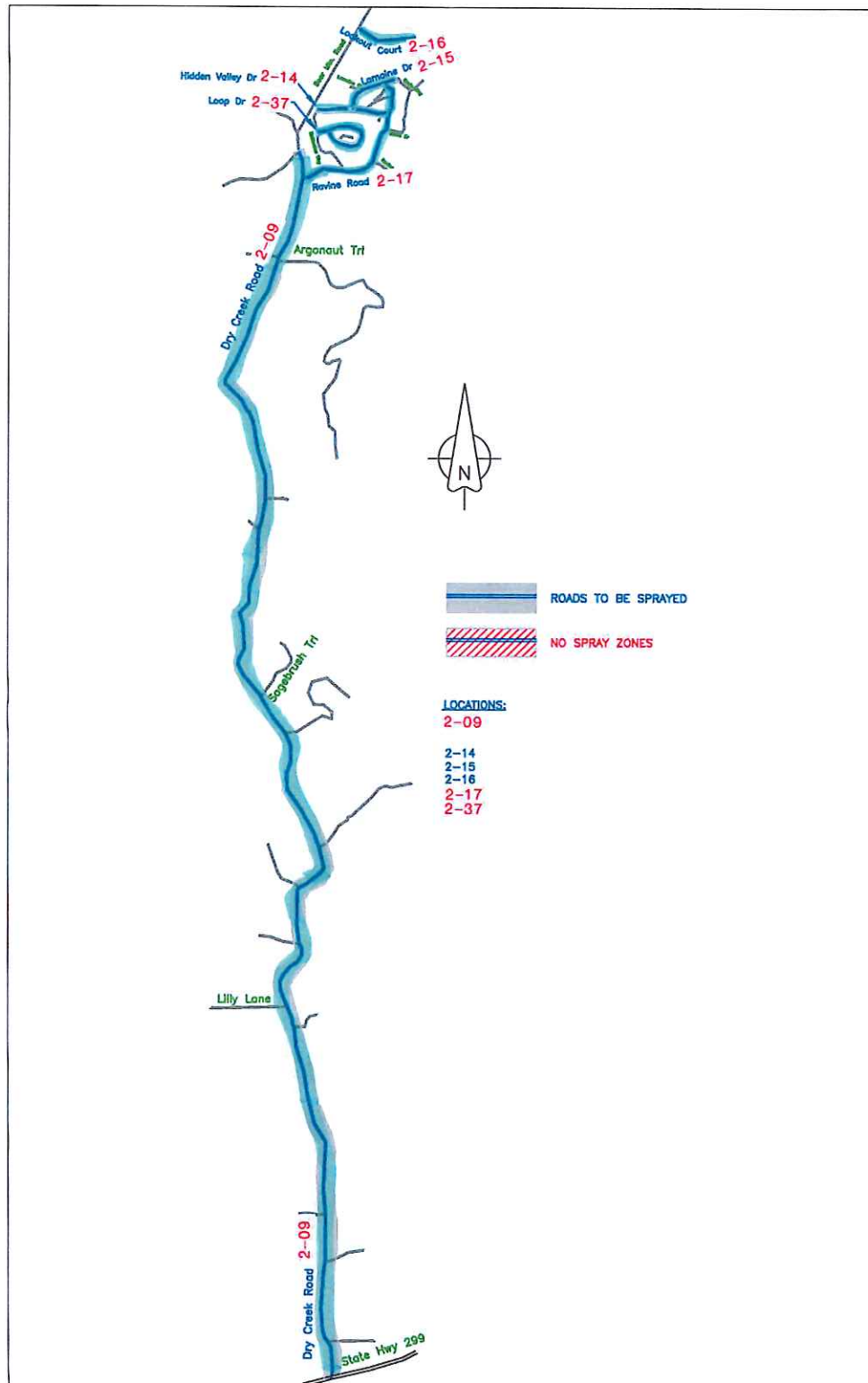


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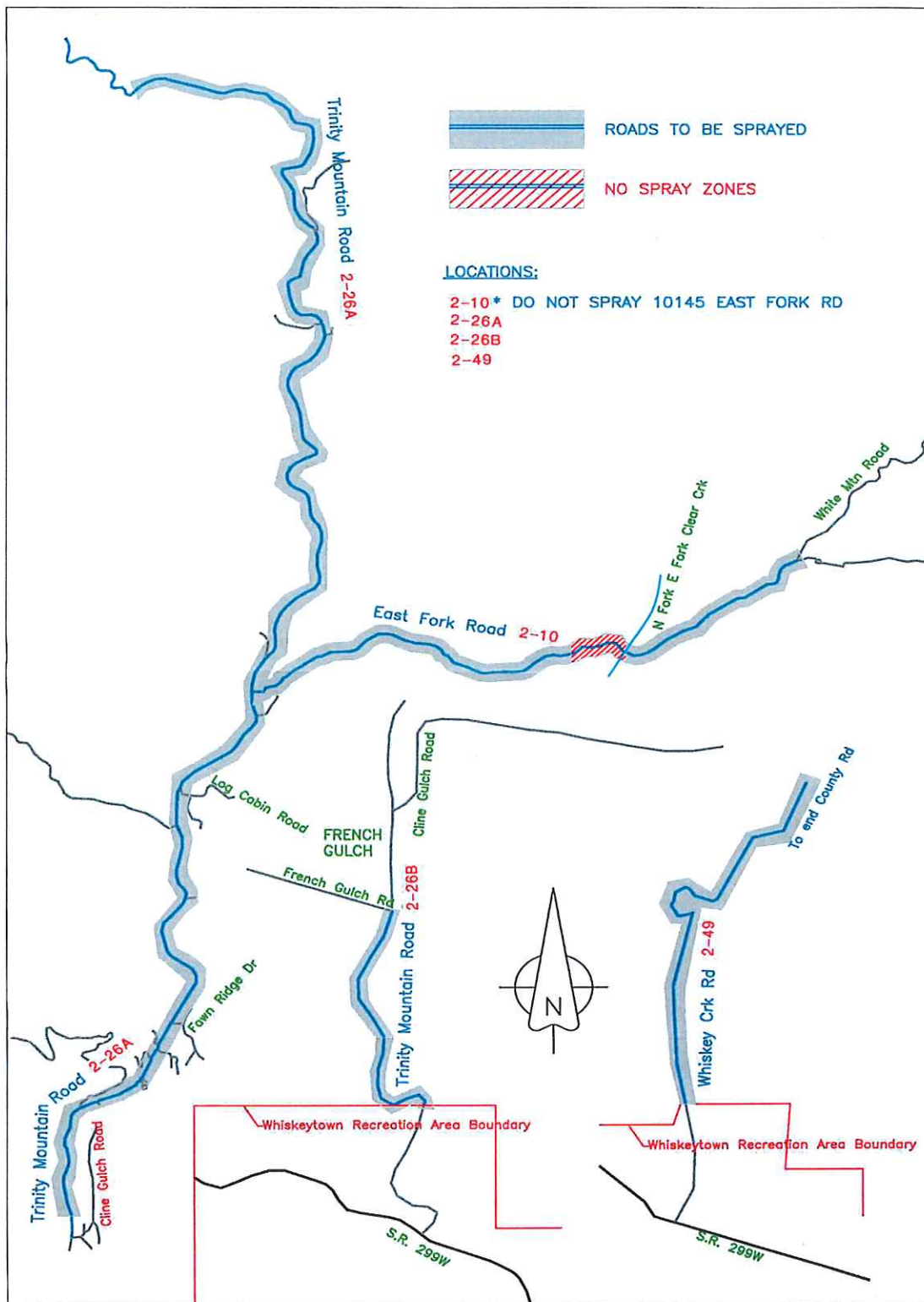
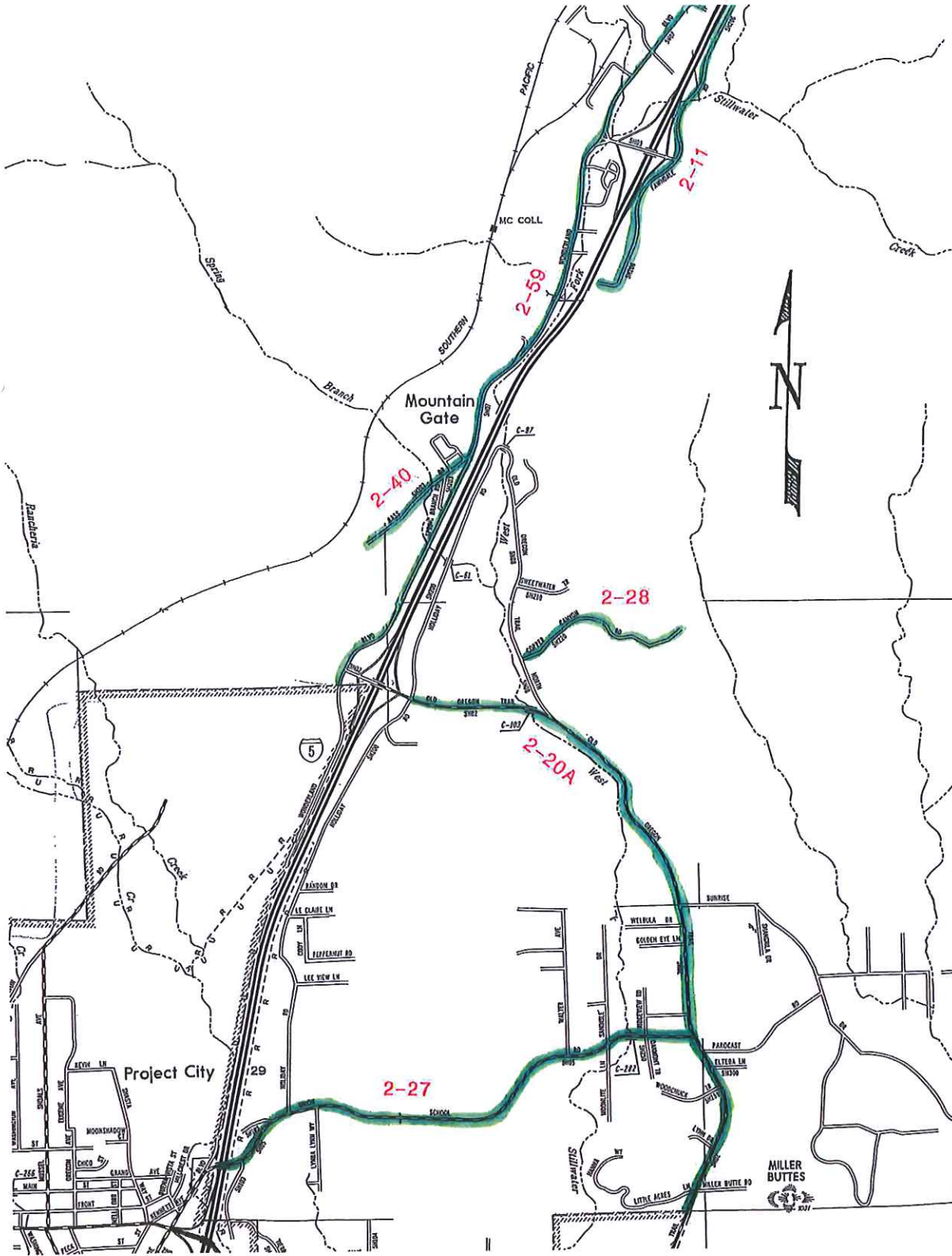


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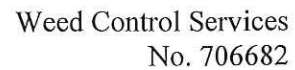


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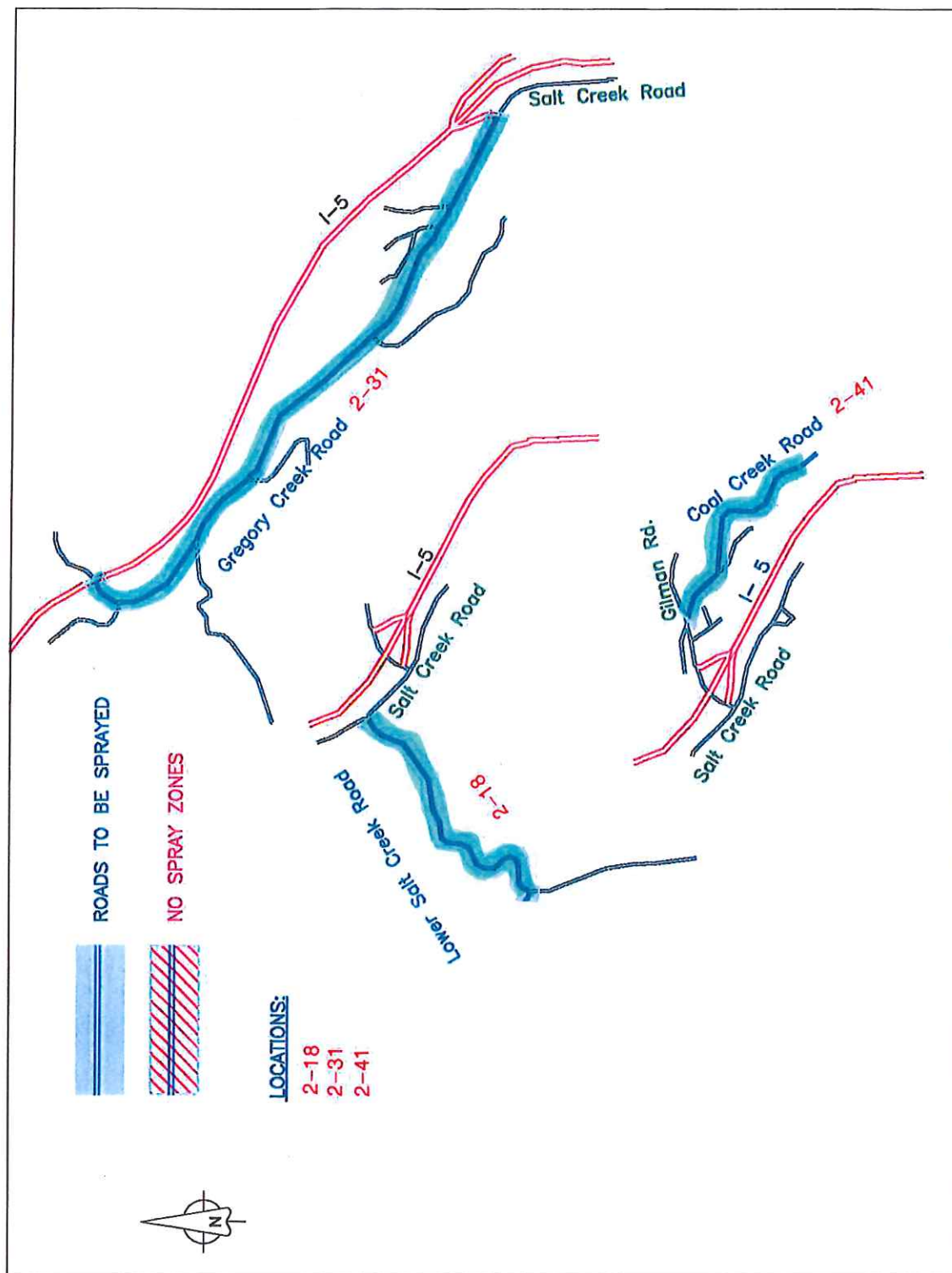


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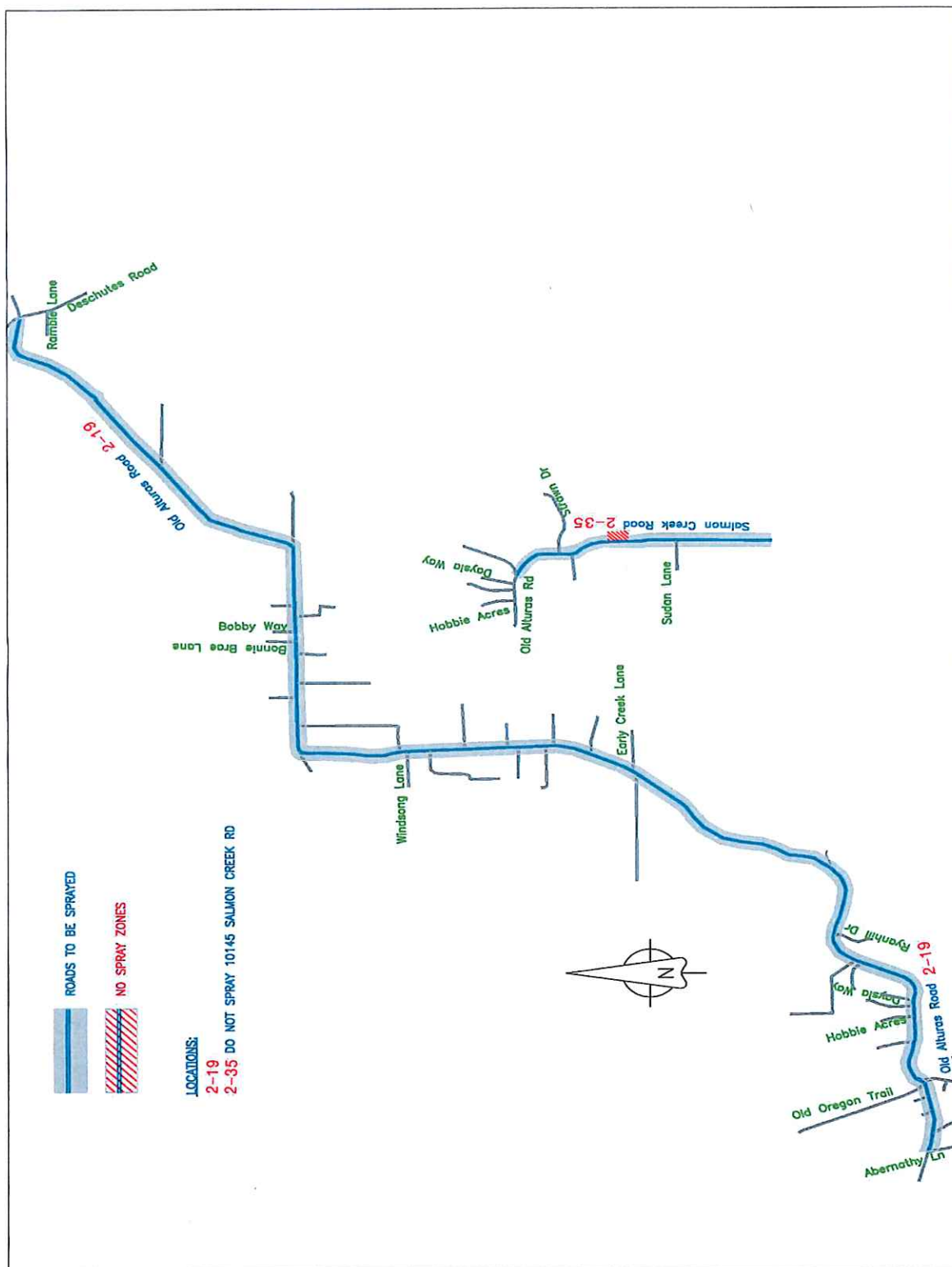


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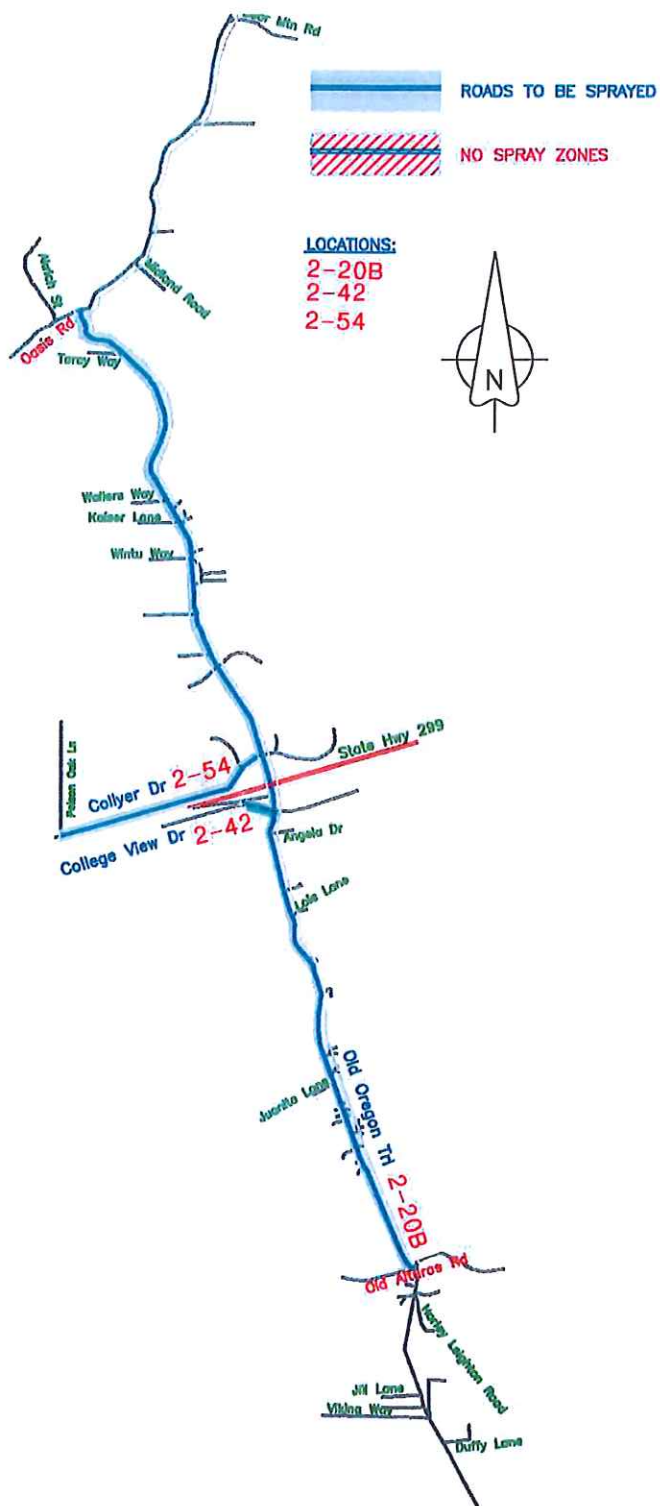


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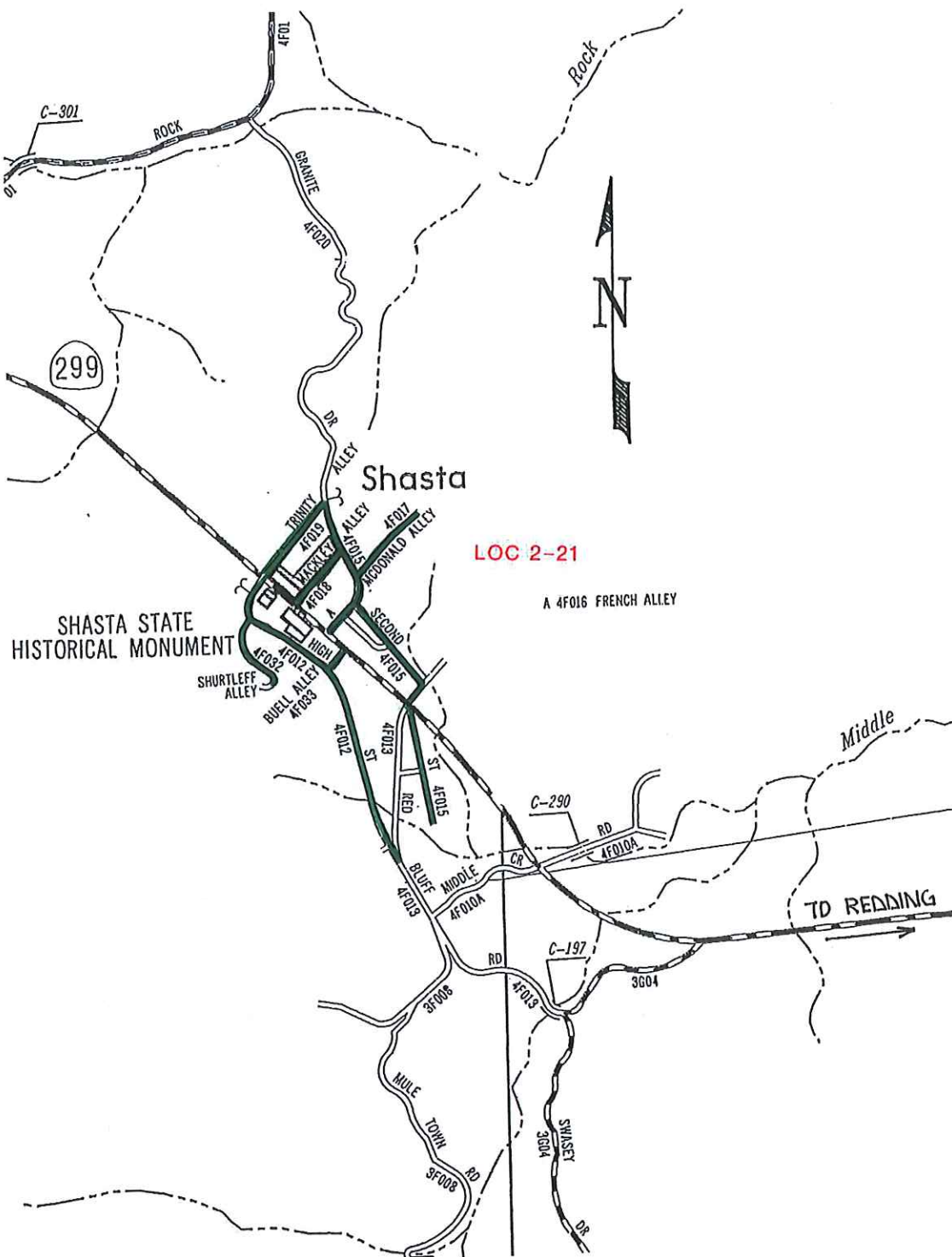


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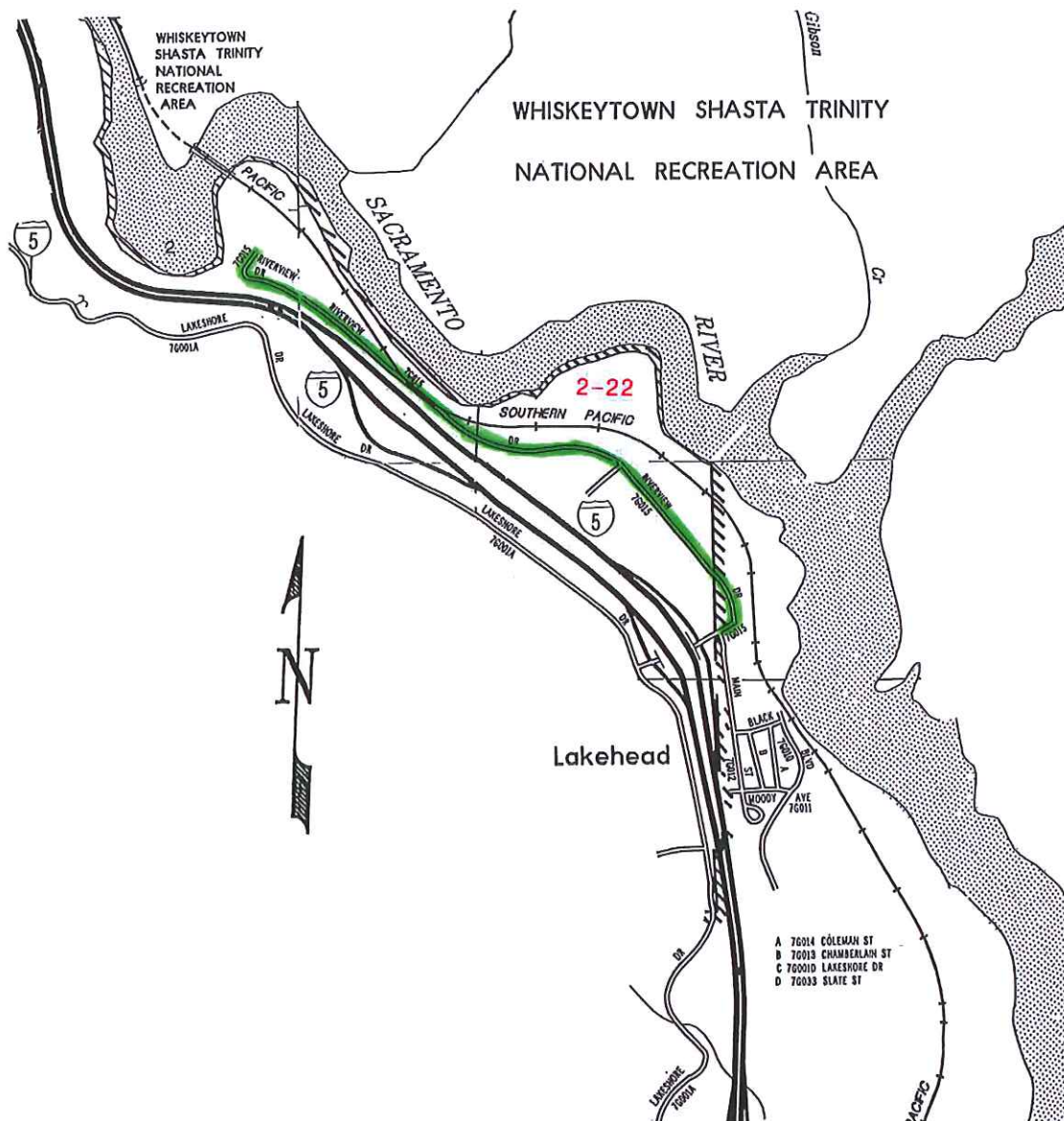
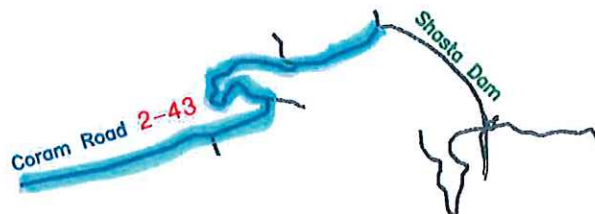
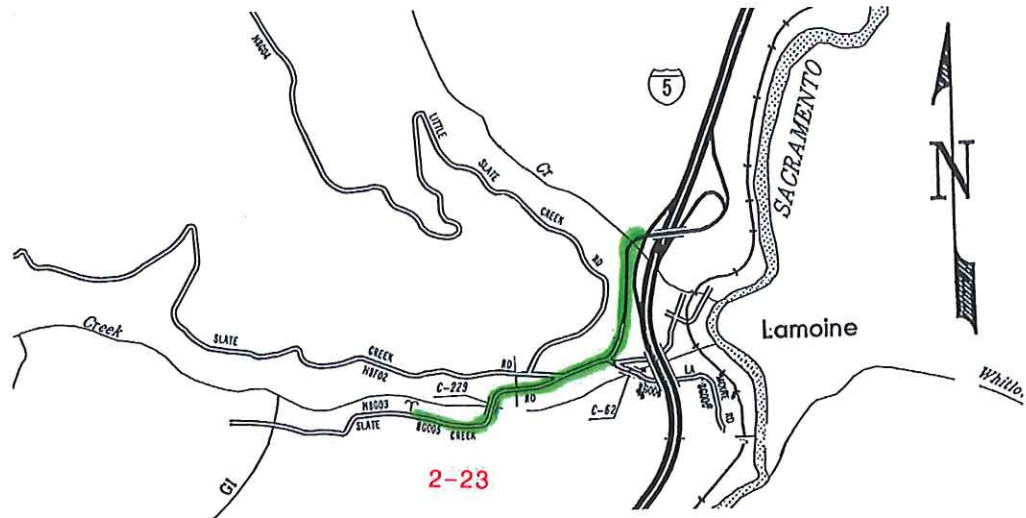


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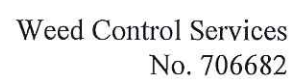


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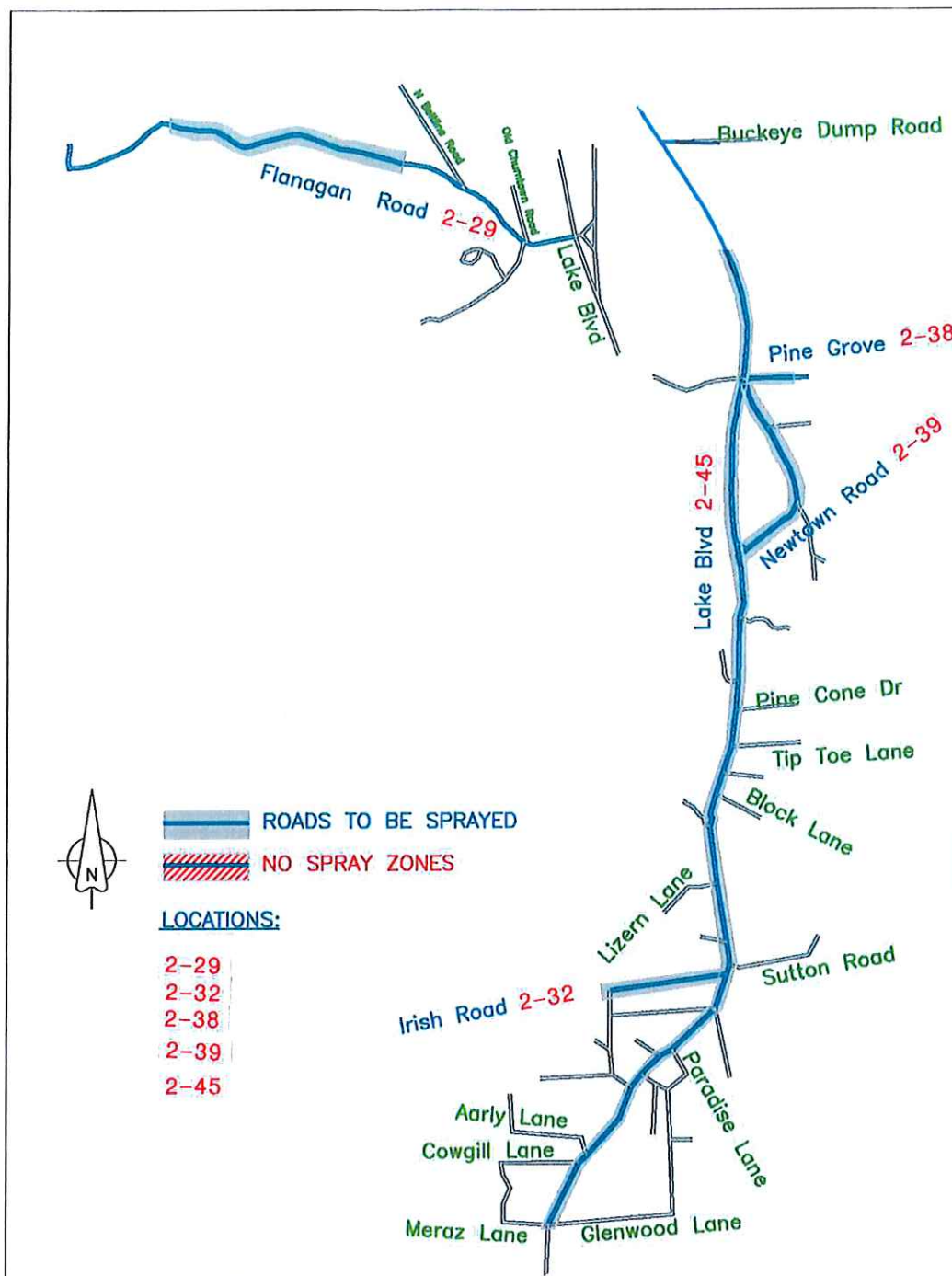


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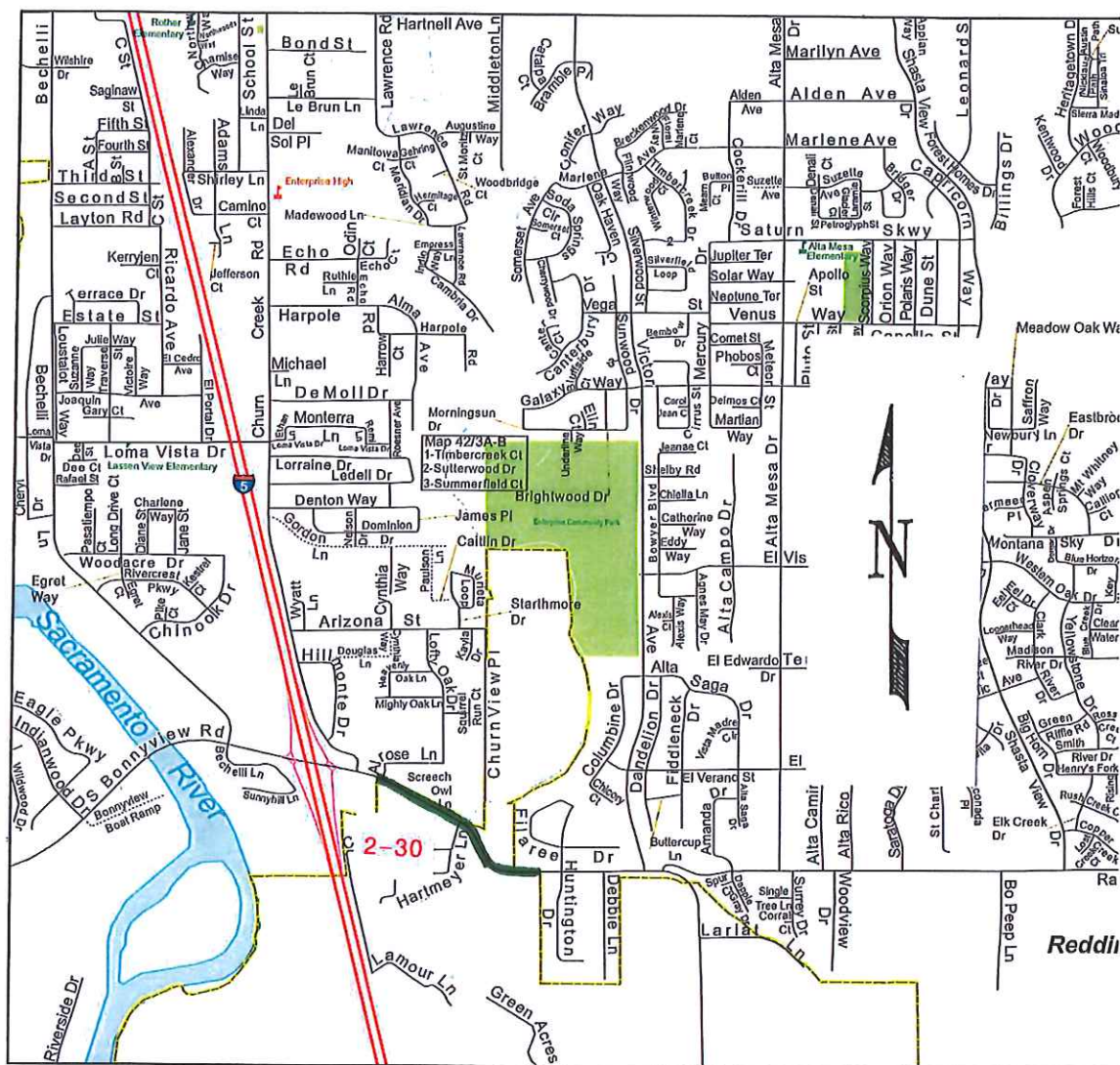


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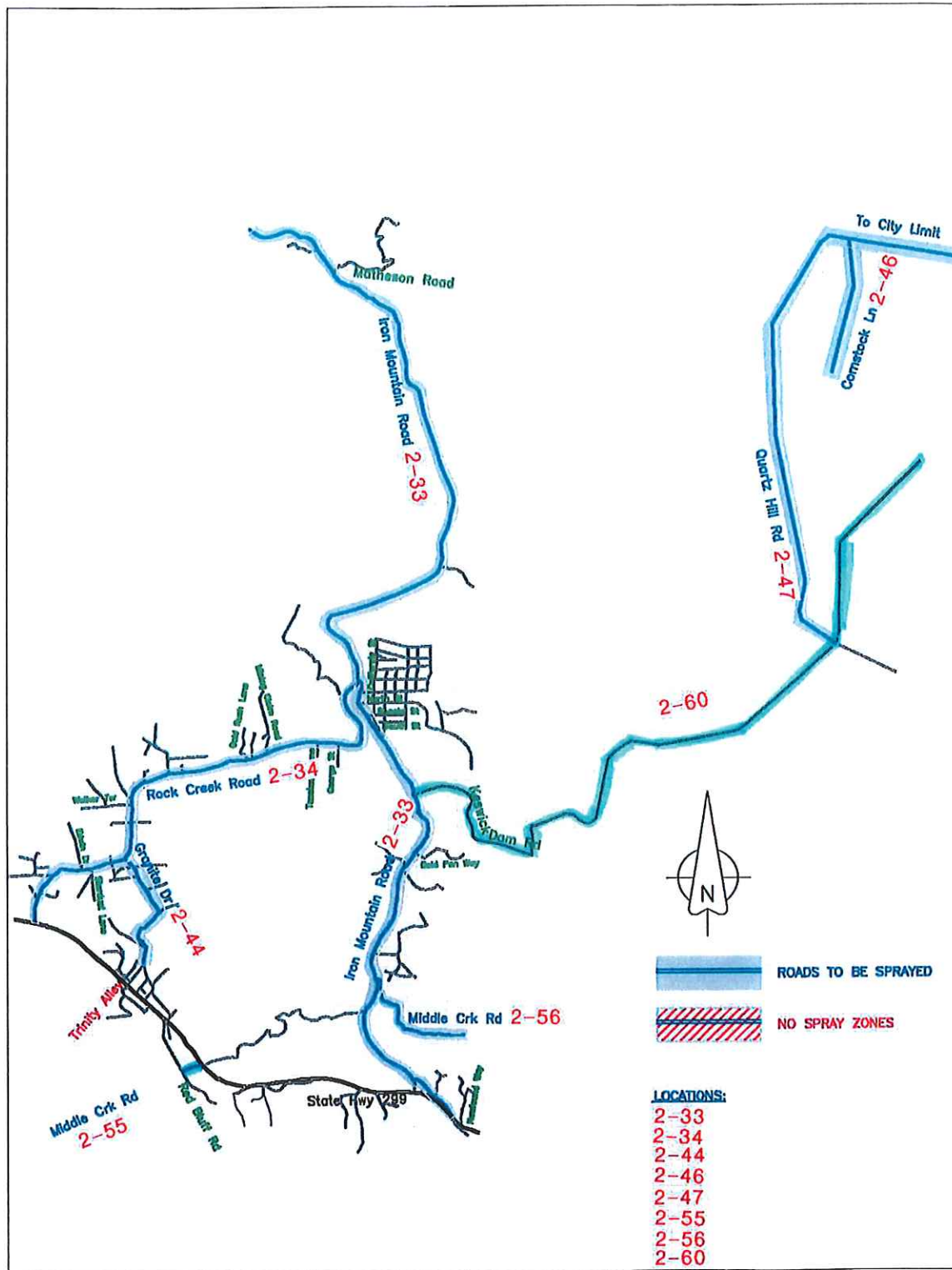
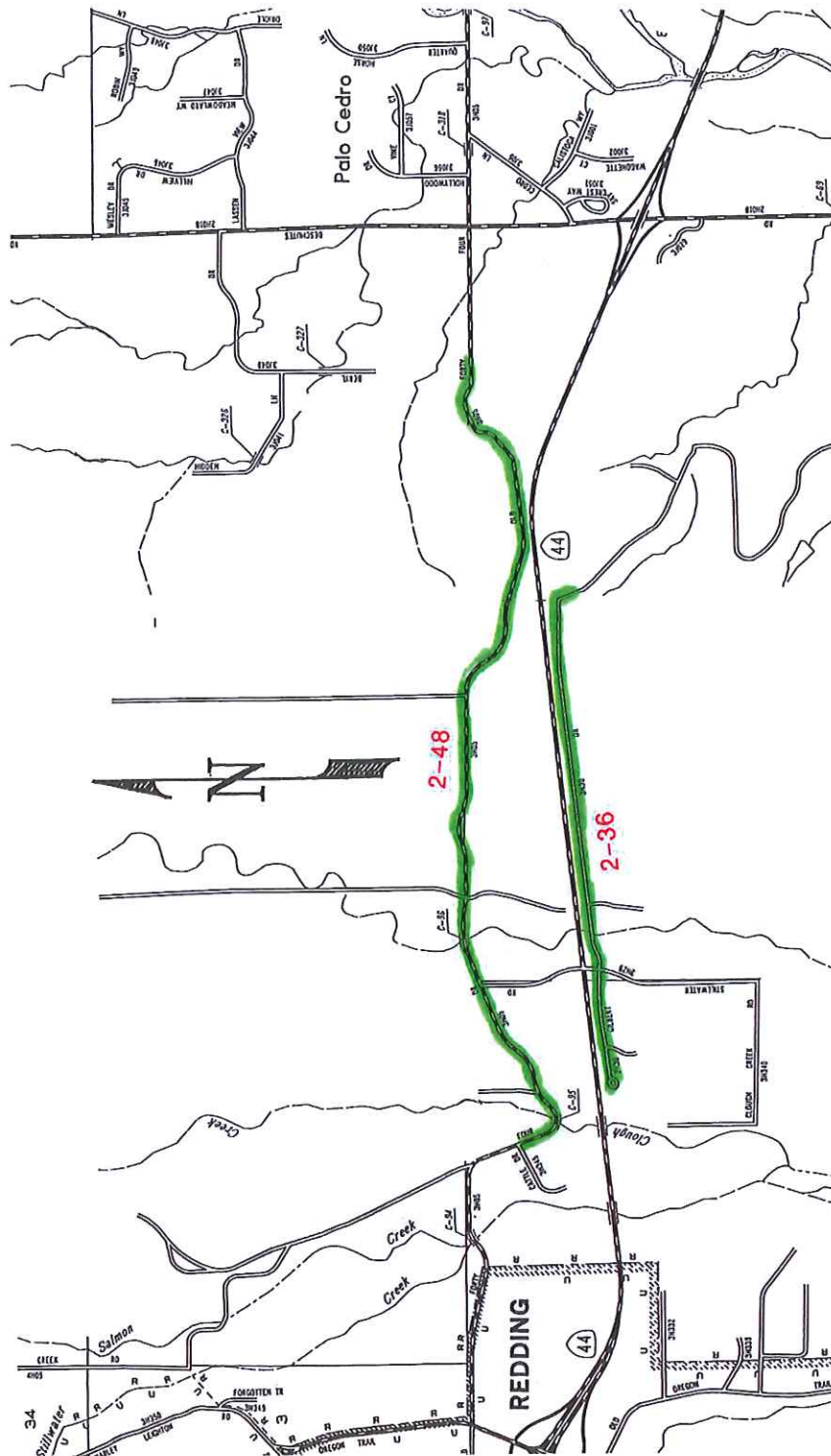
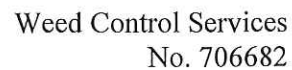


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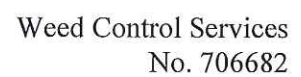


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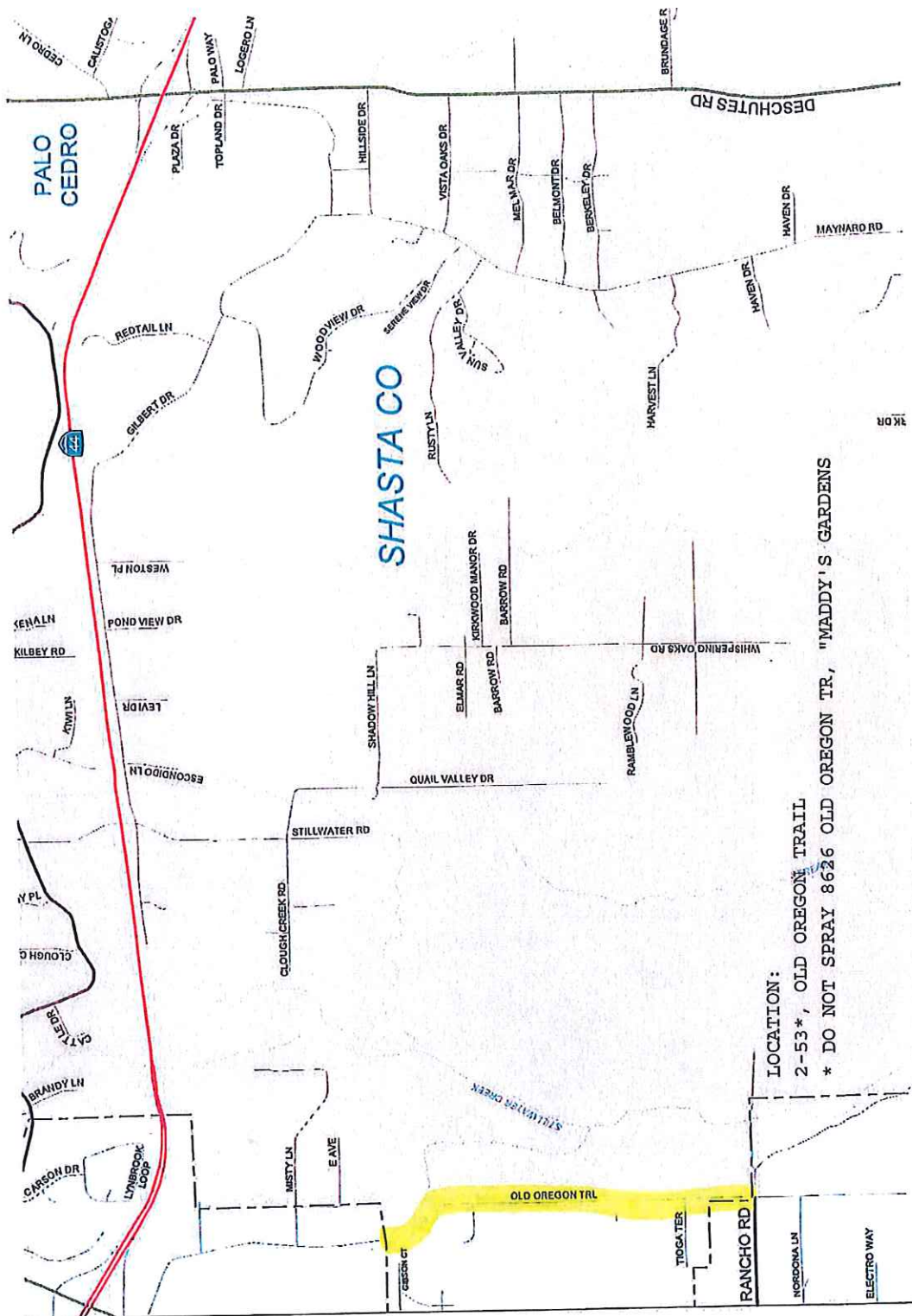


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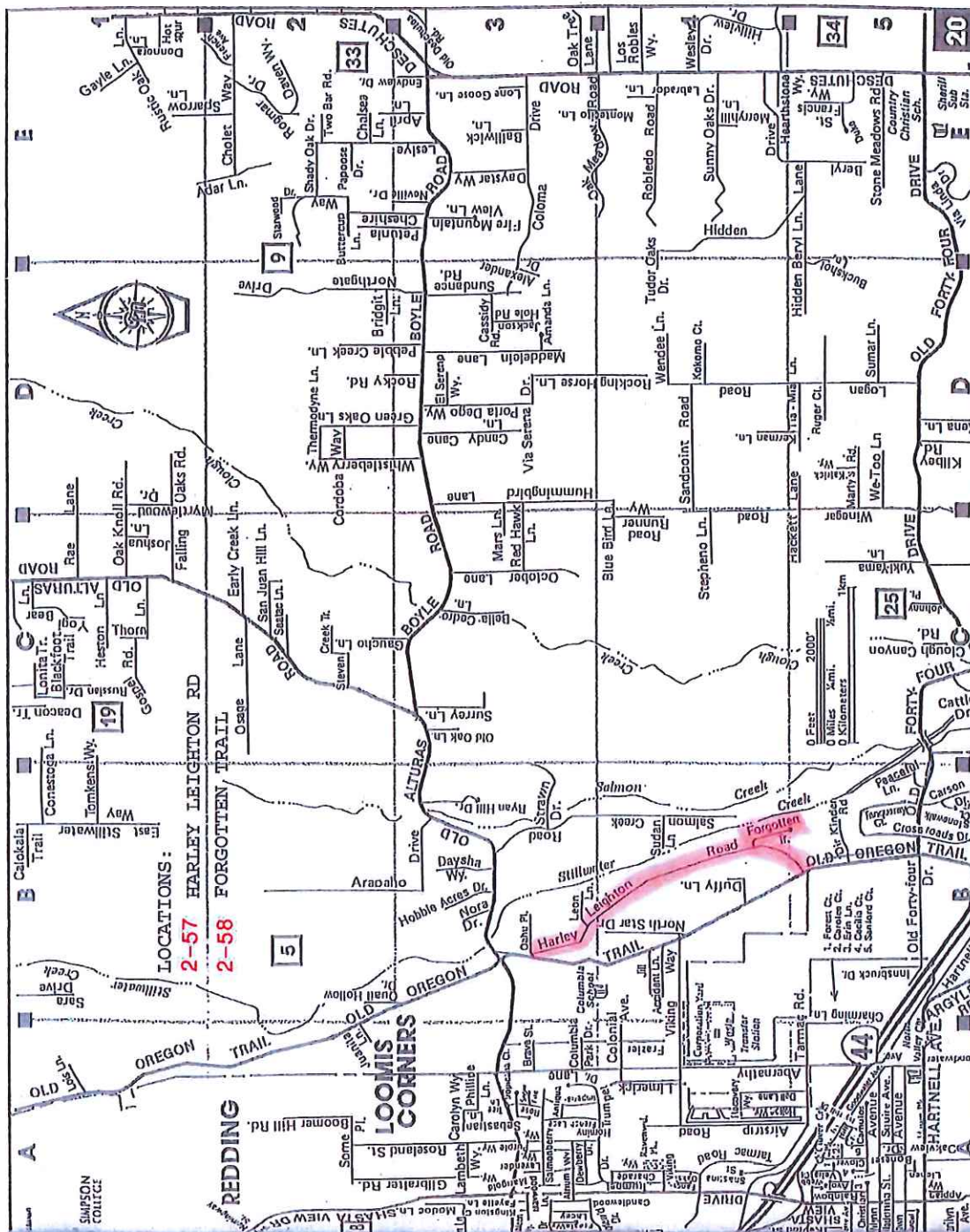


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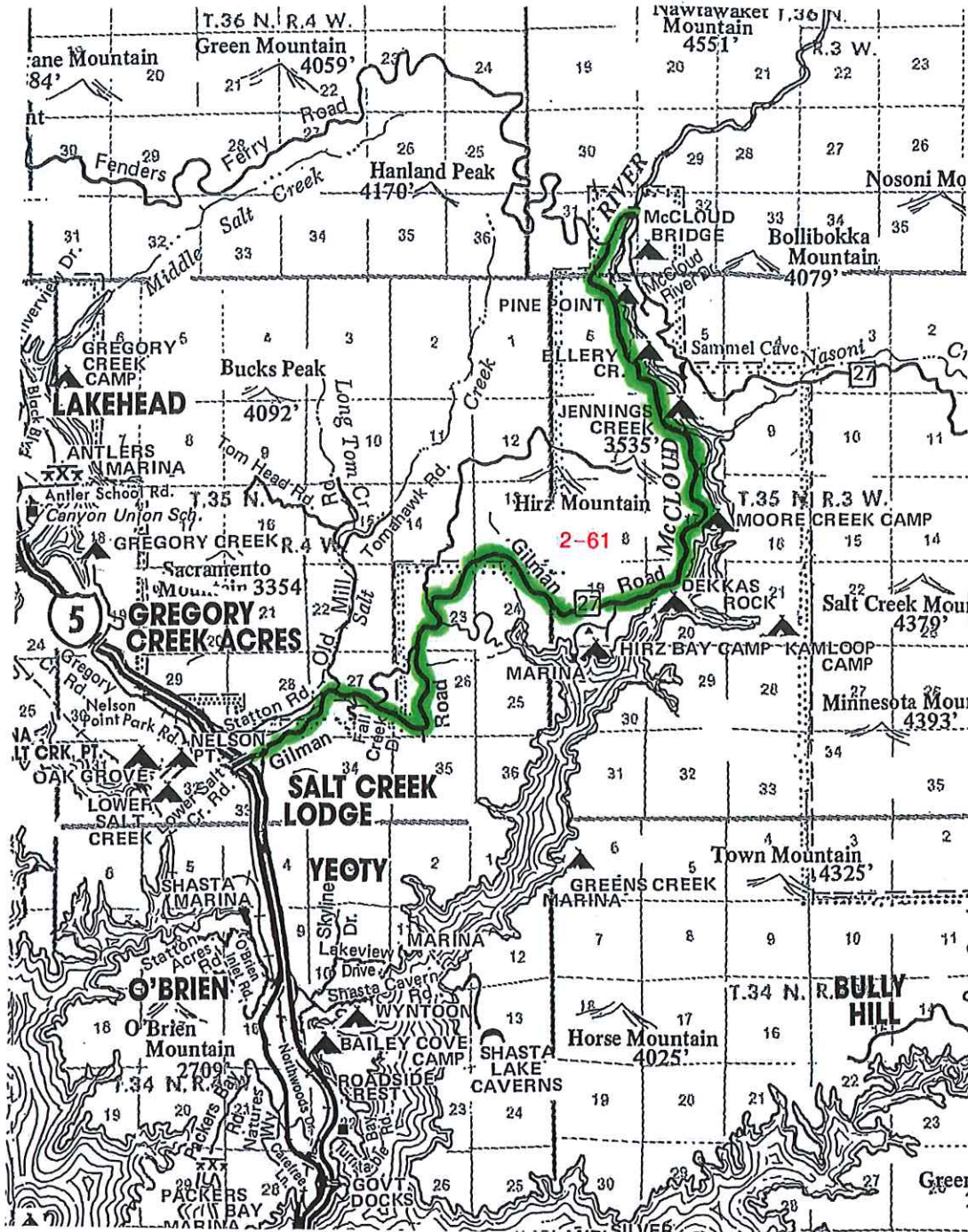




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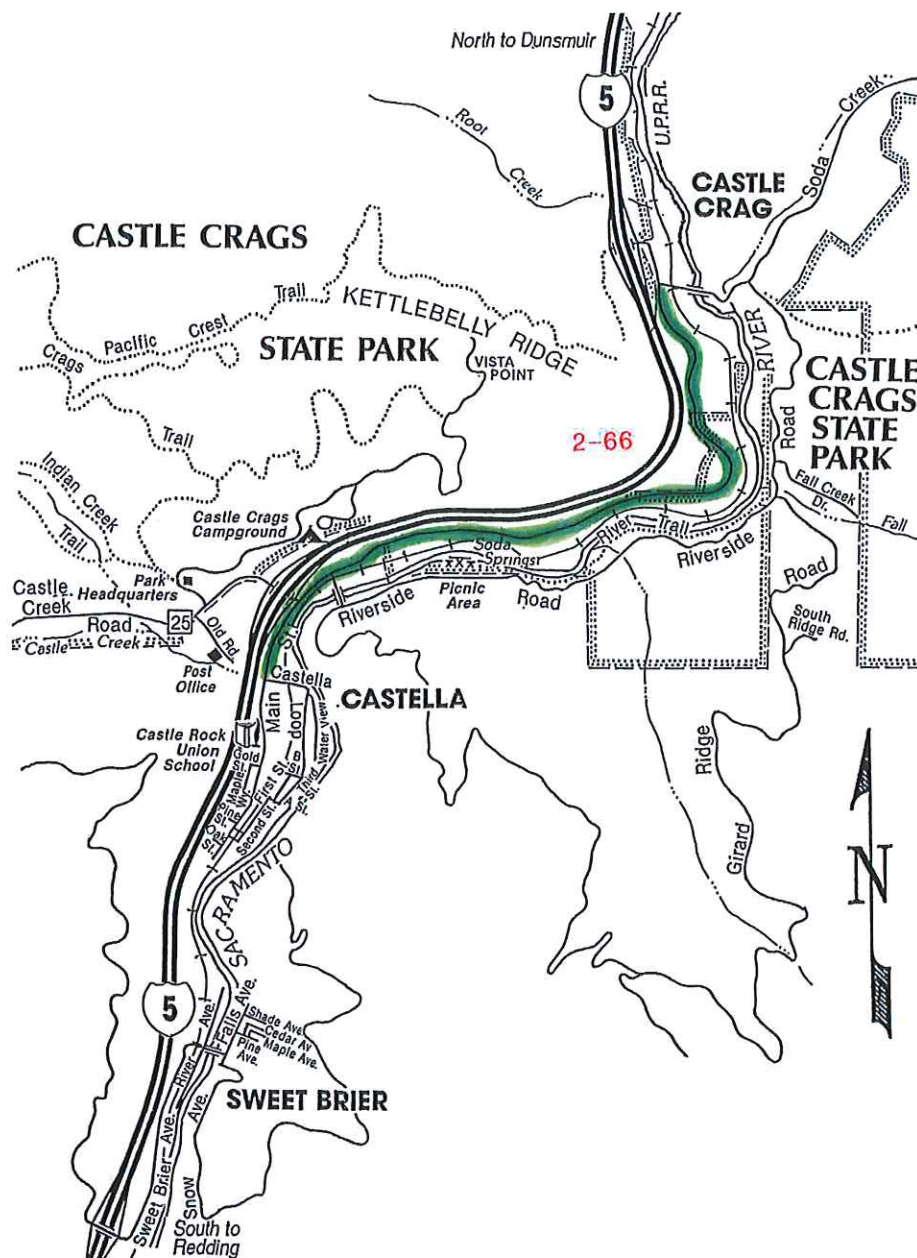


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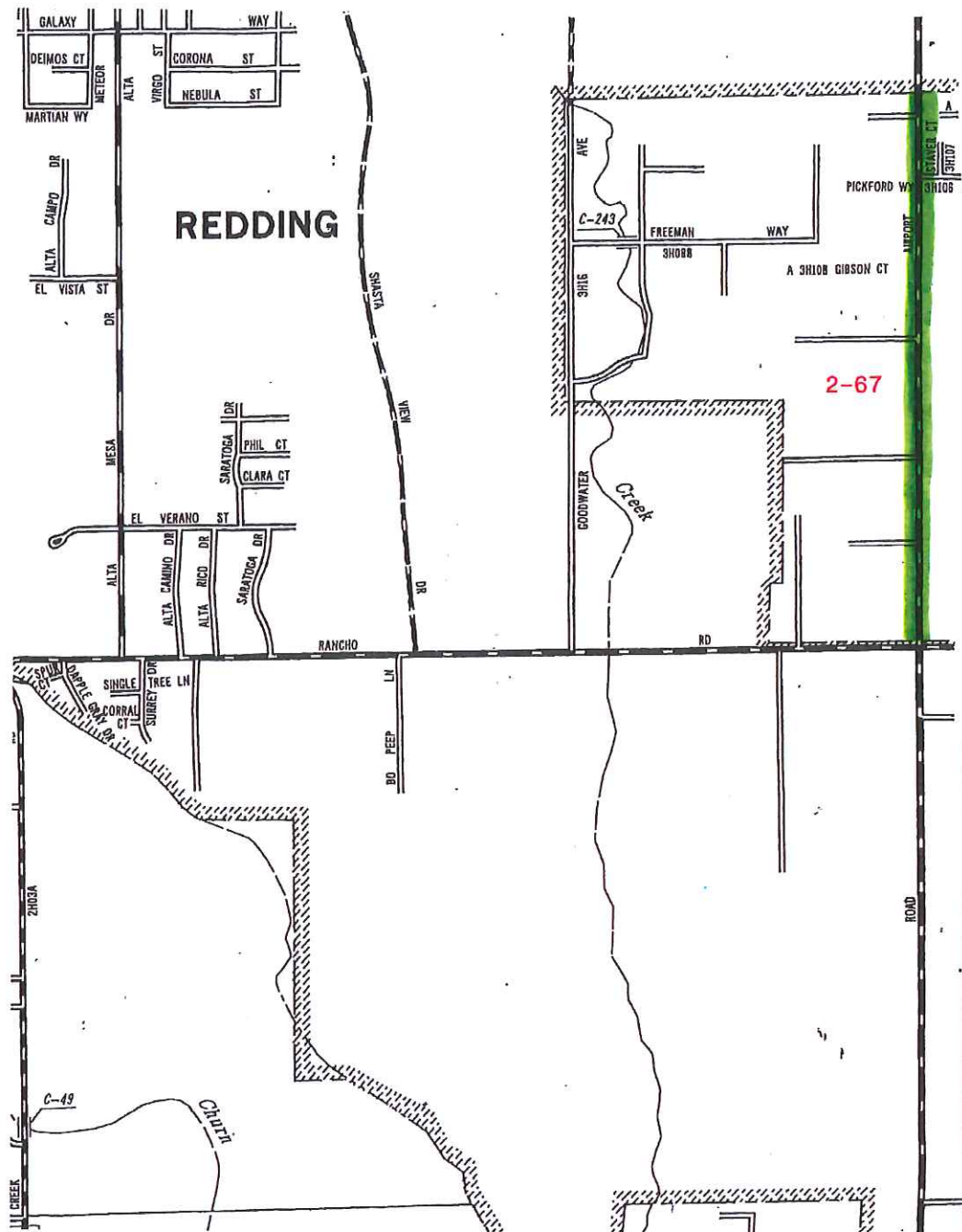


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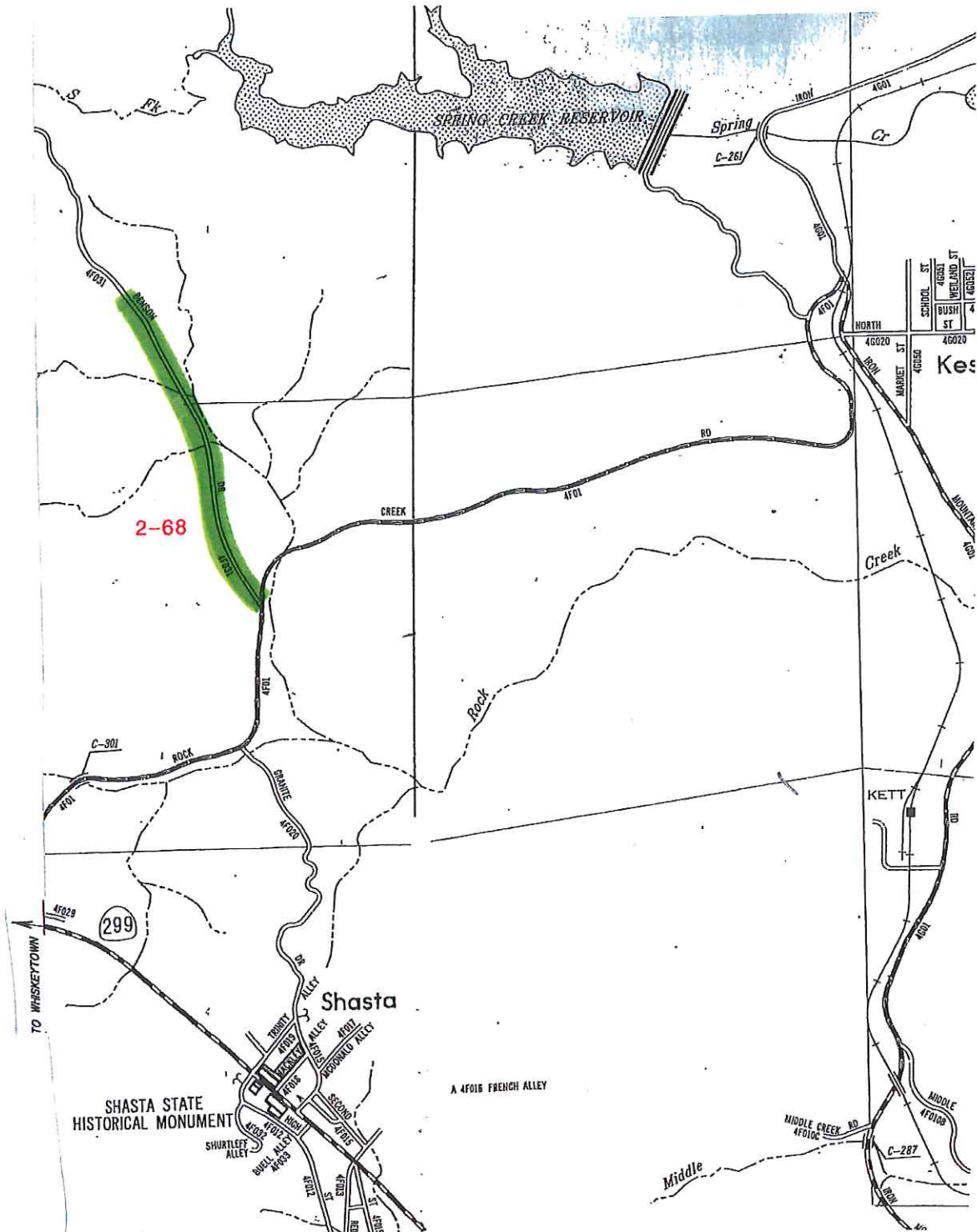


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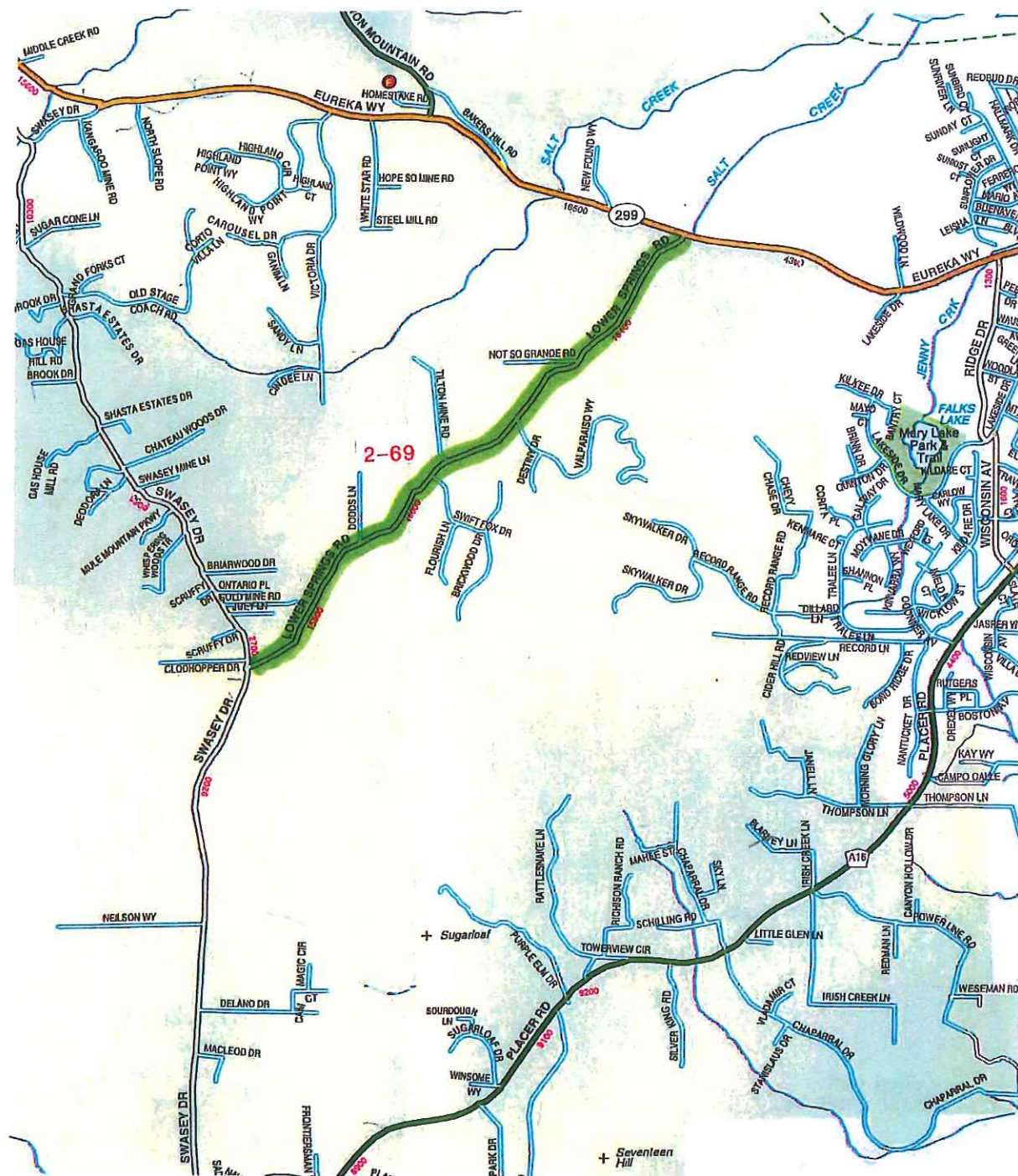


EXHIBIT B SPRAY AREA LOCATION MAPS

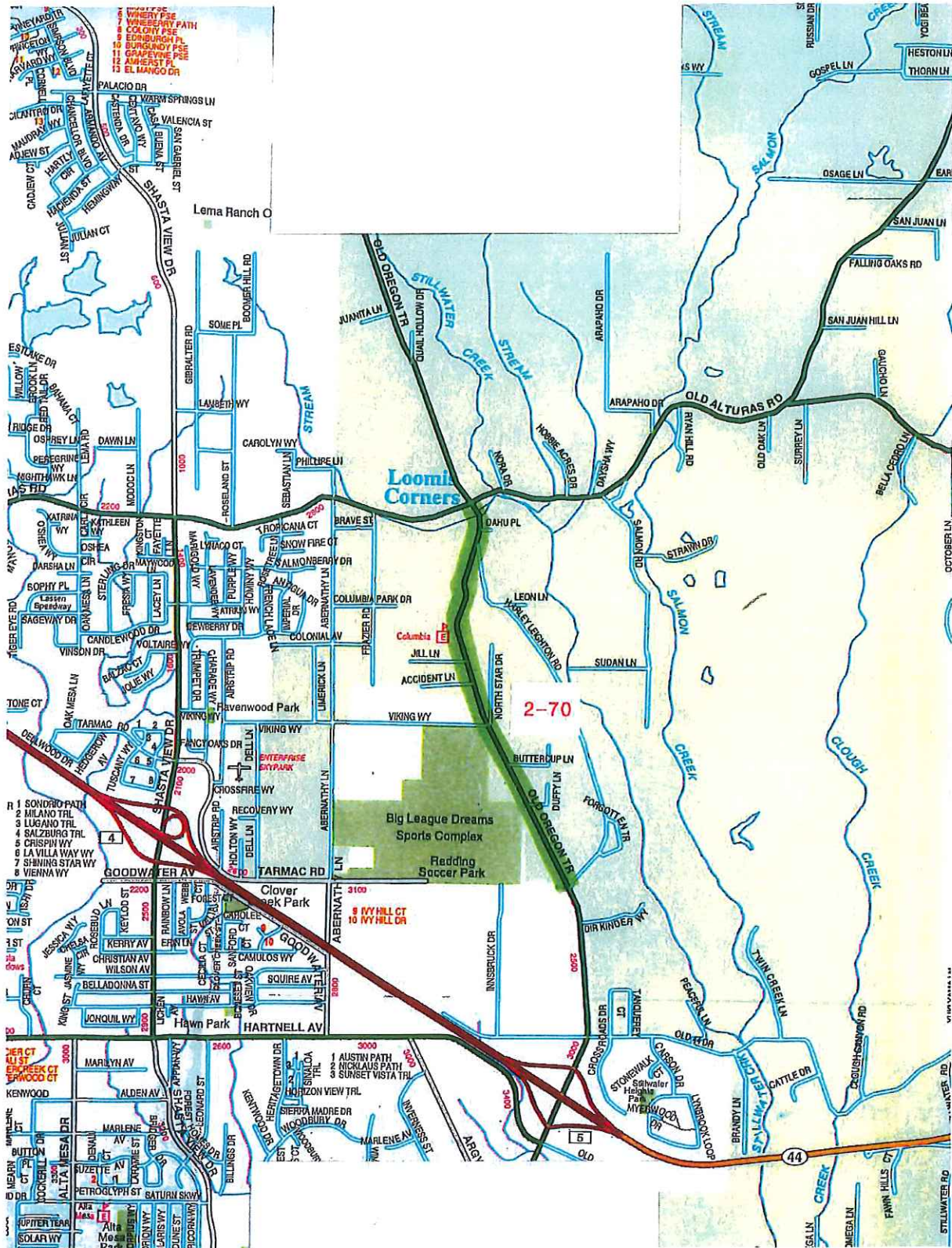


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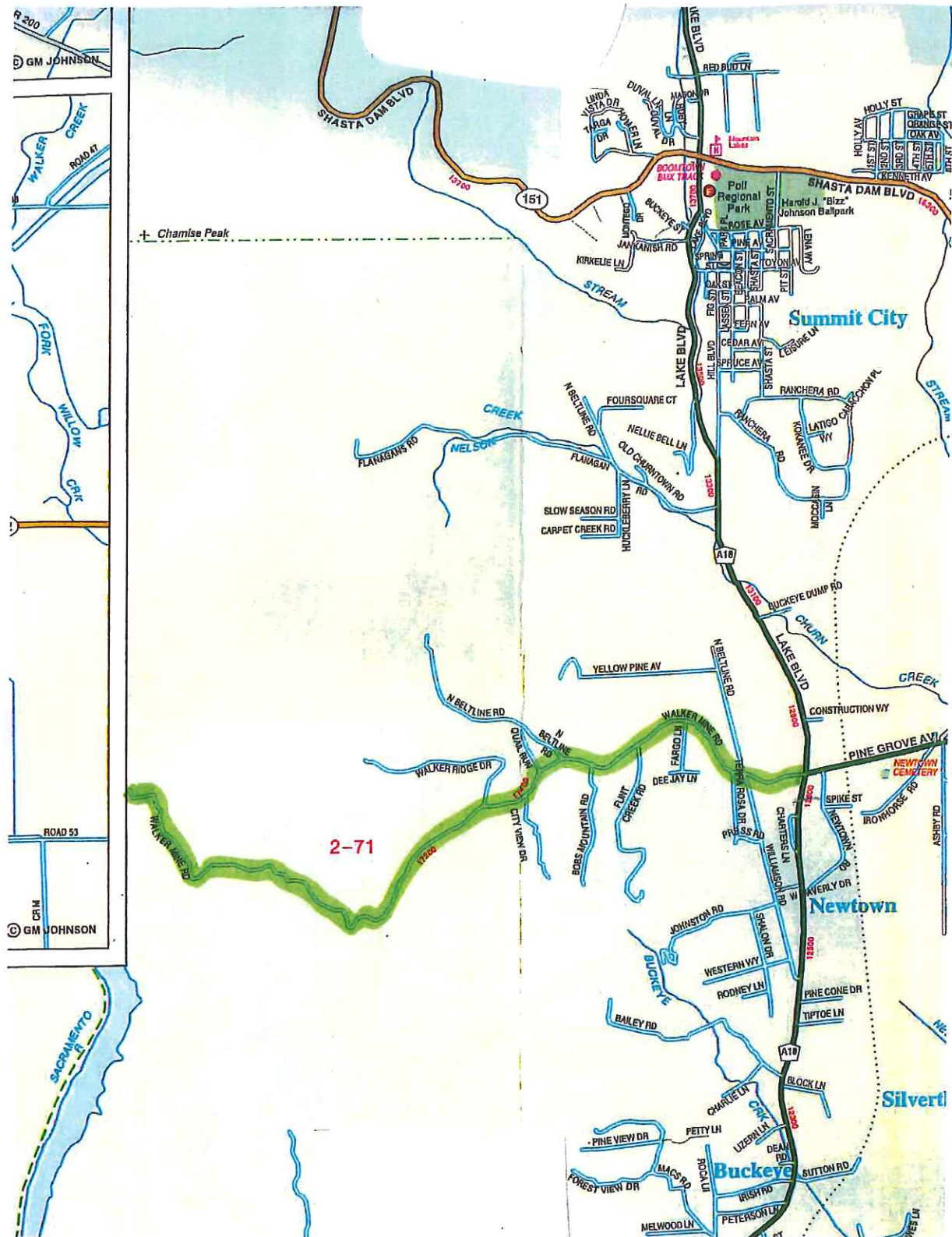


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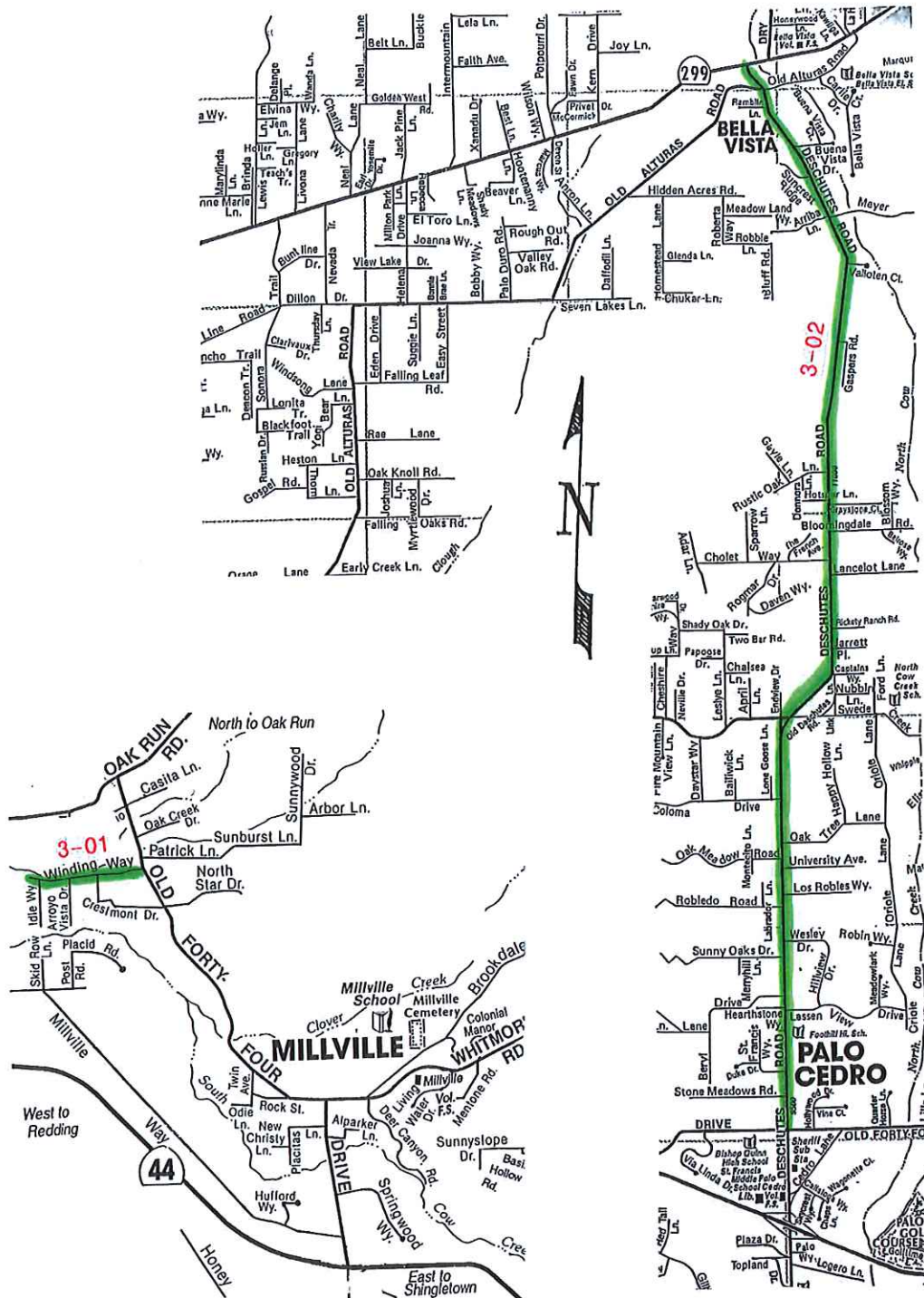


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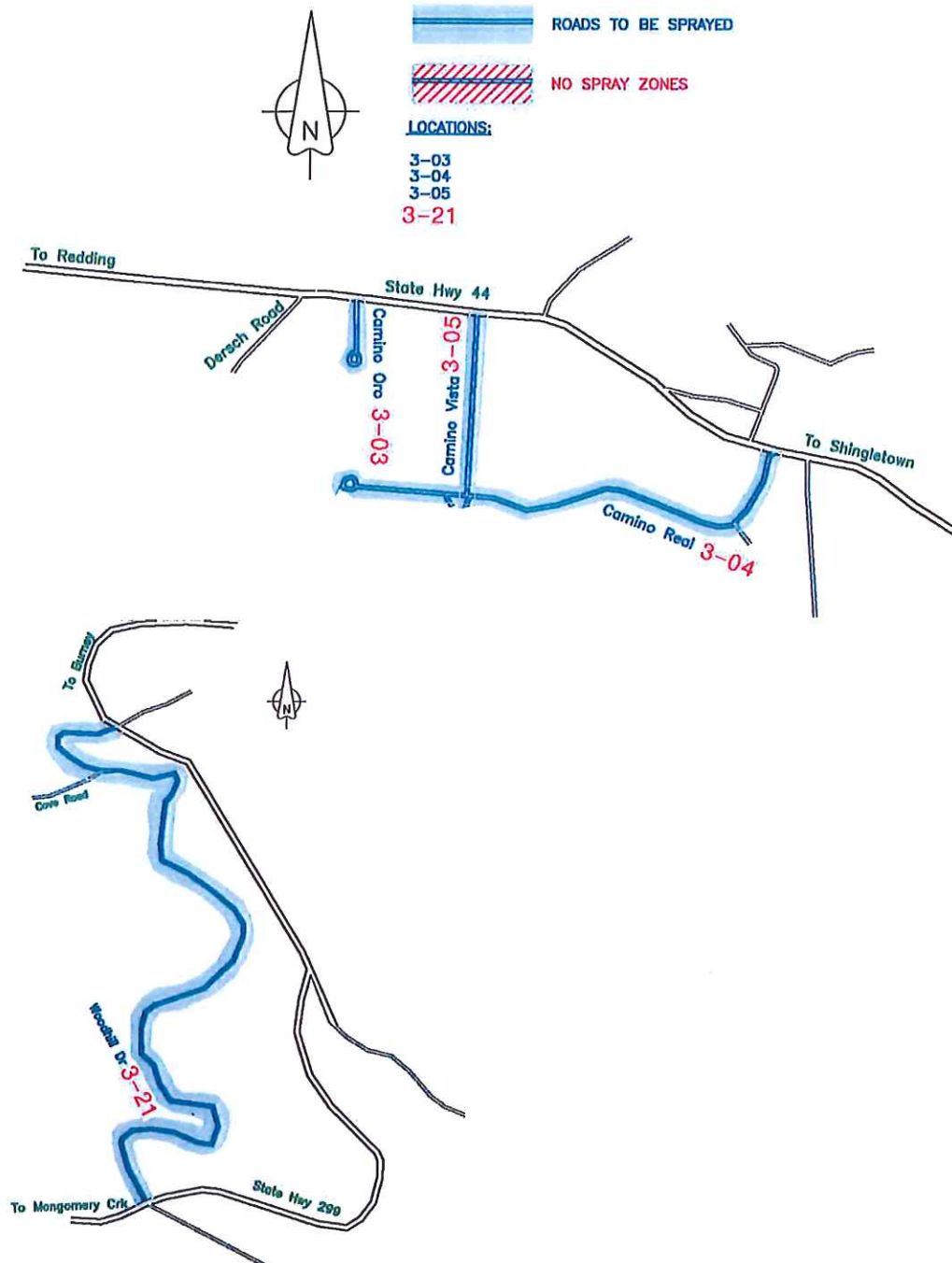


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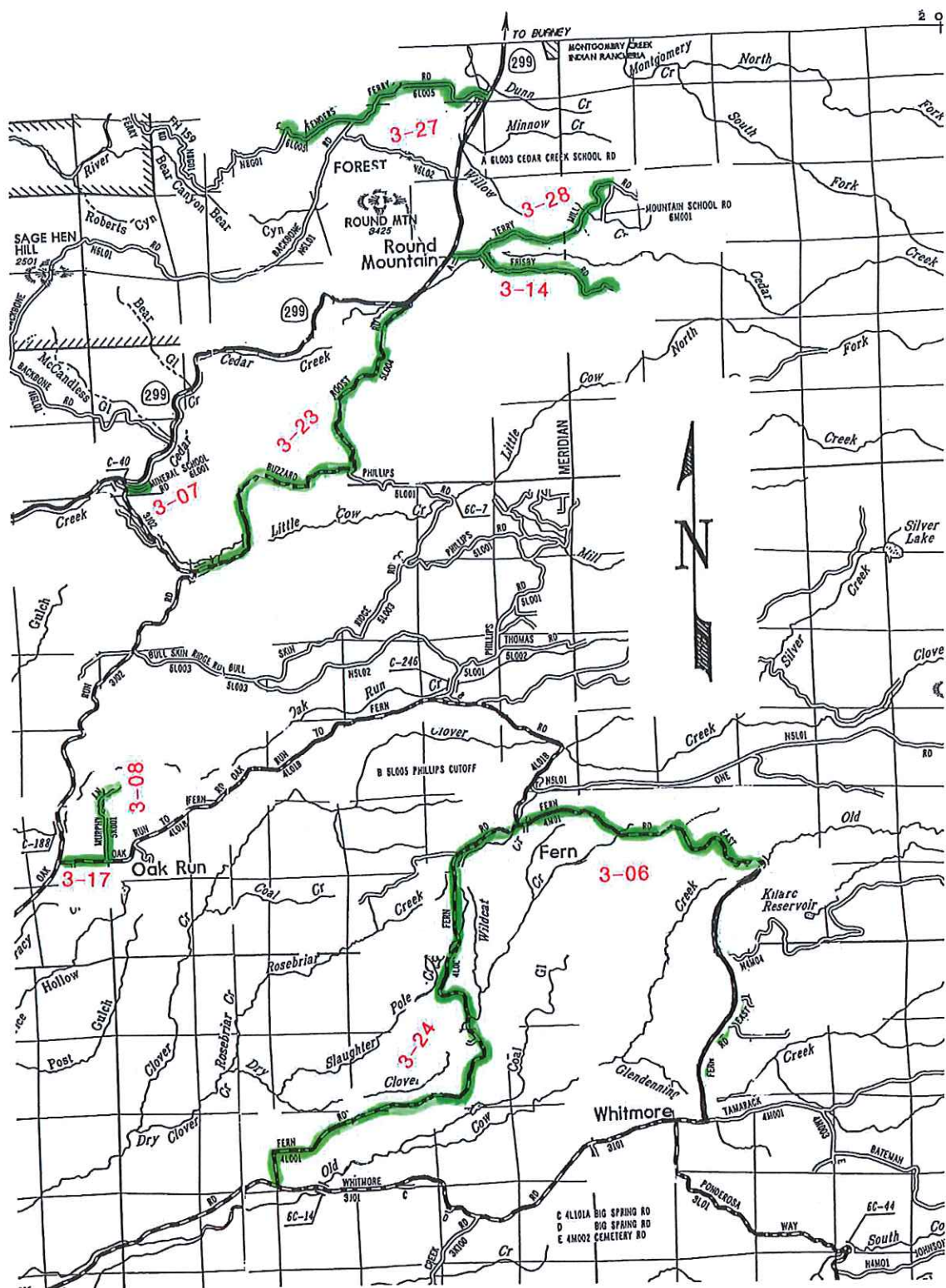


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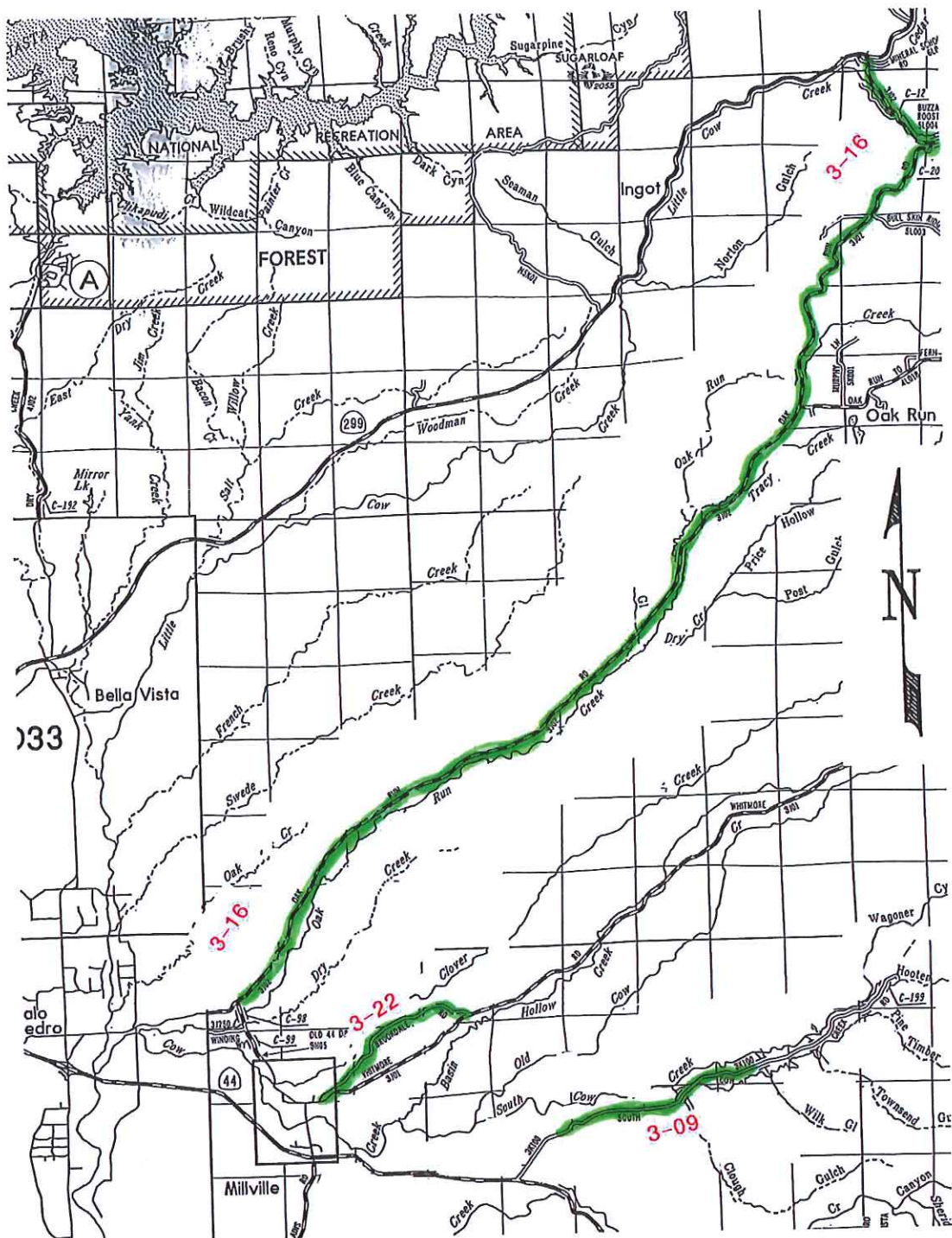


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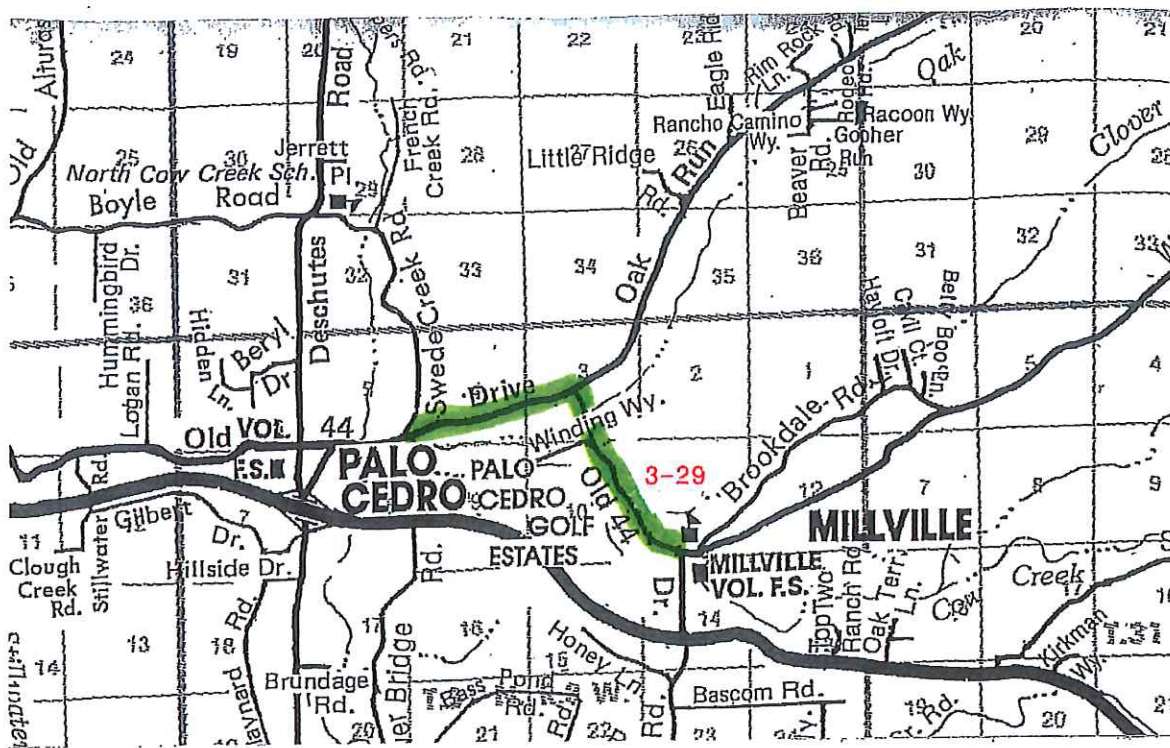


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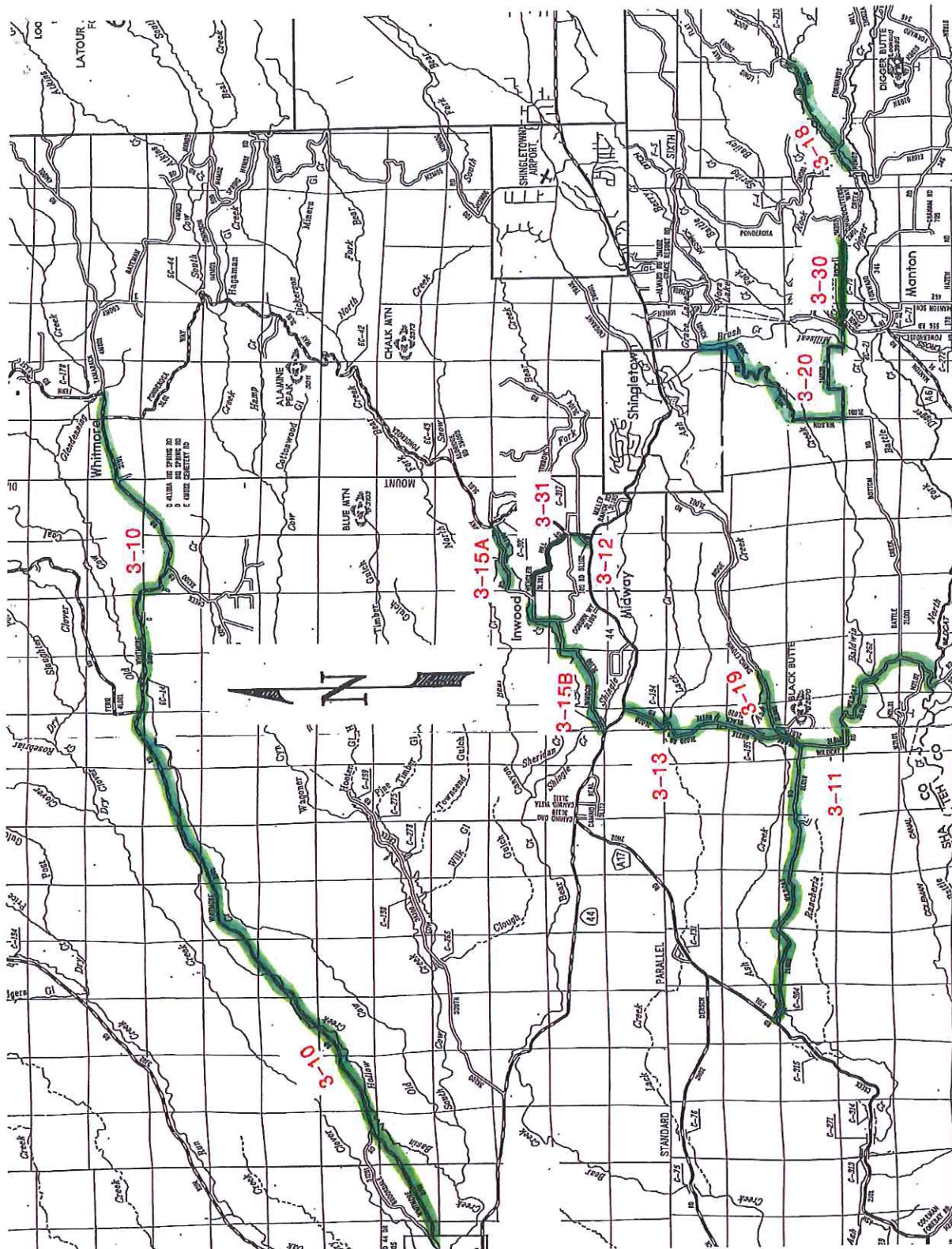




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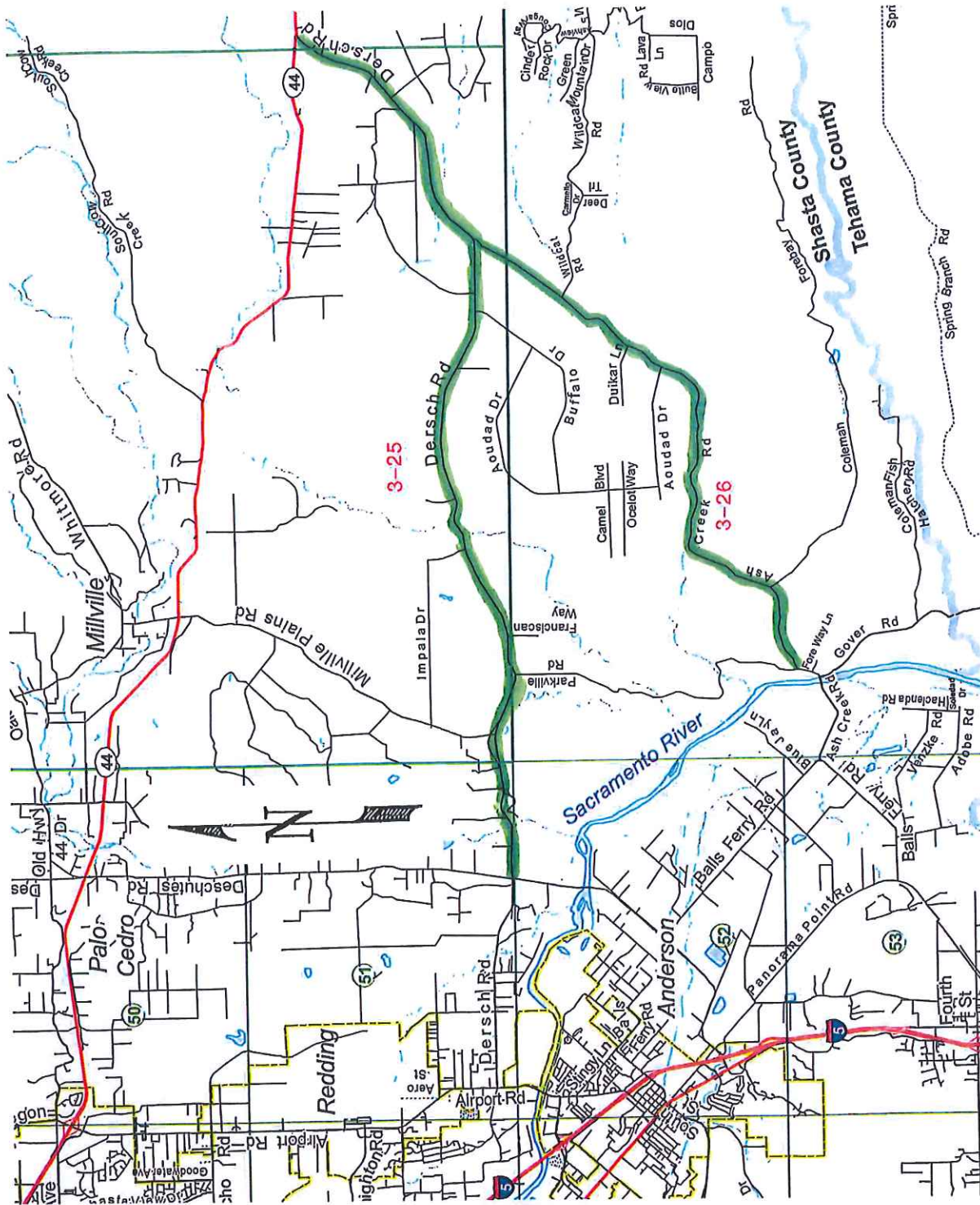


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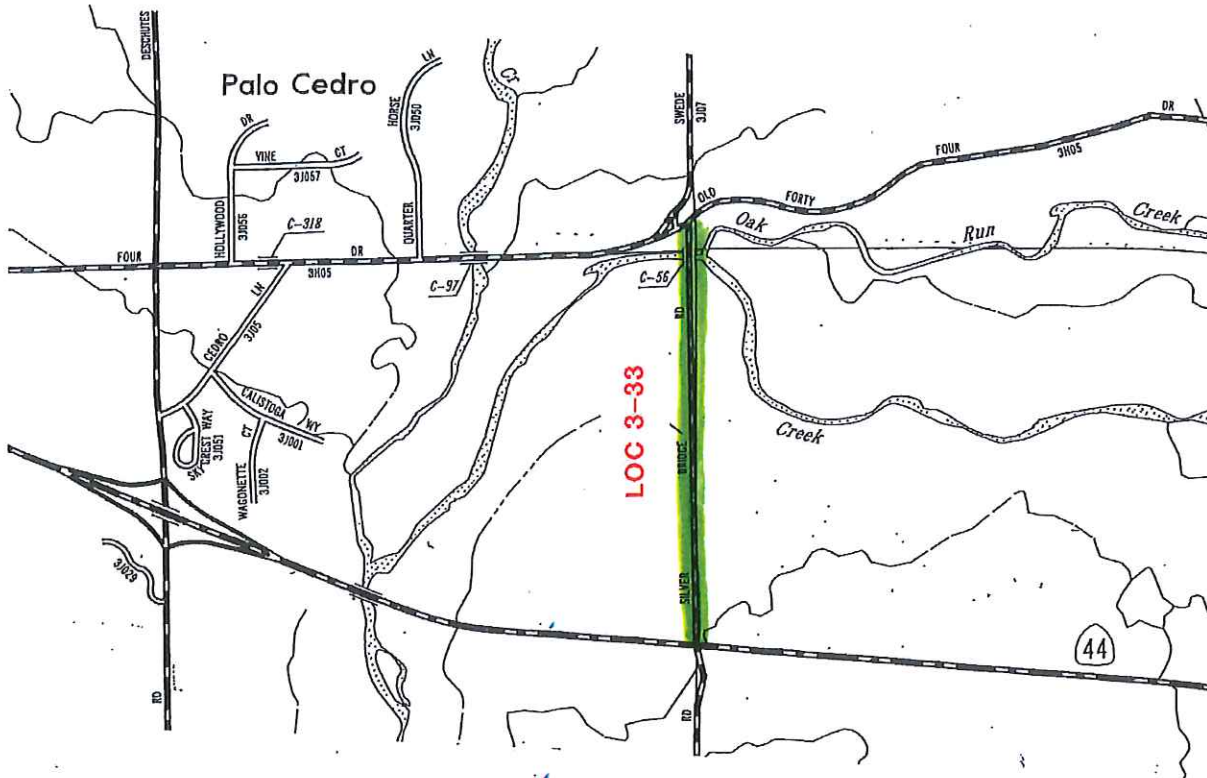


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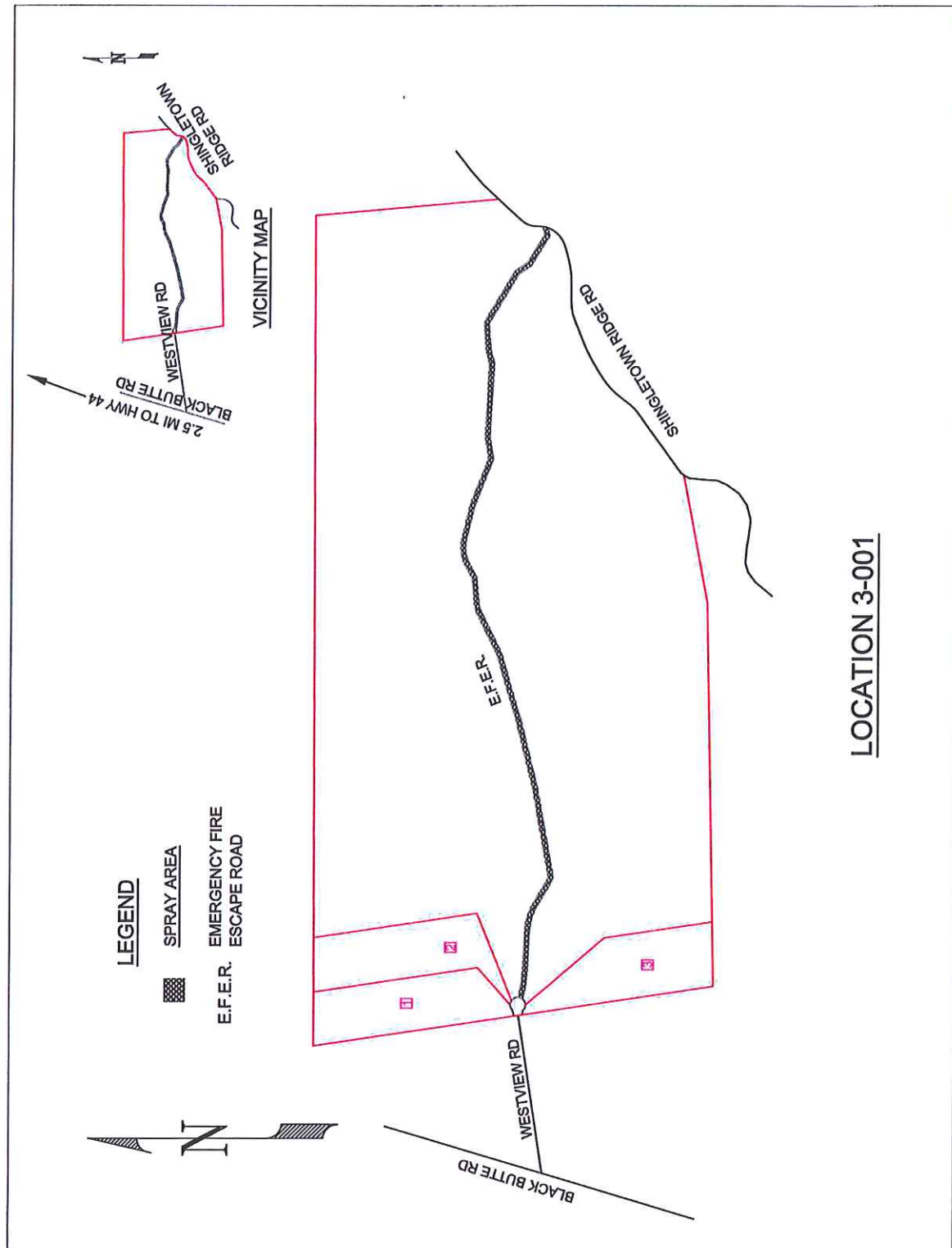


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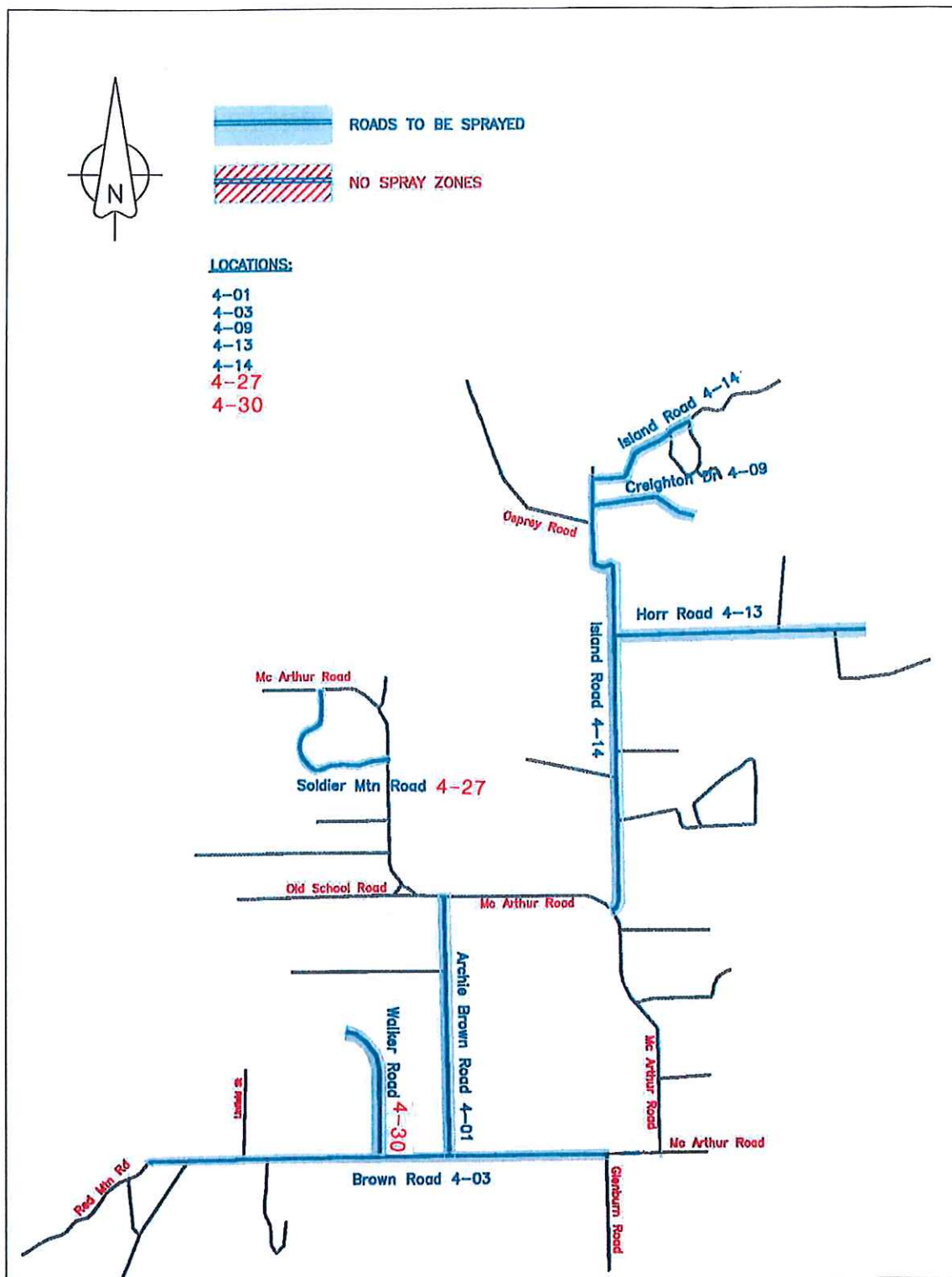


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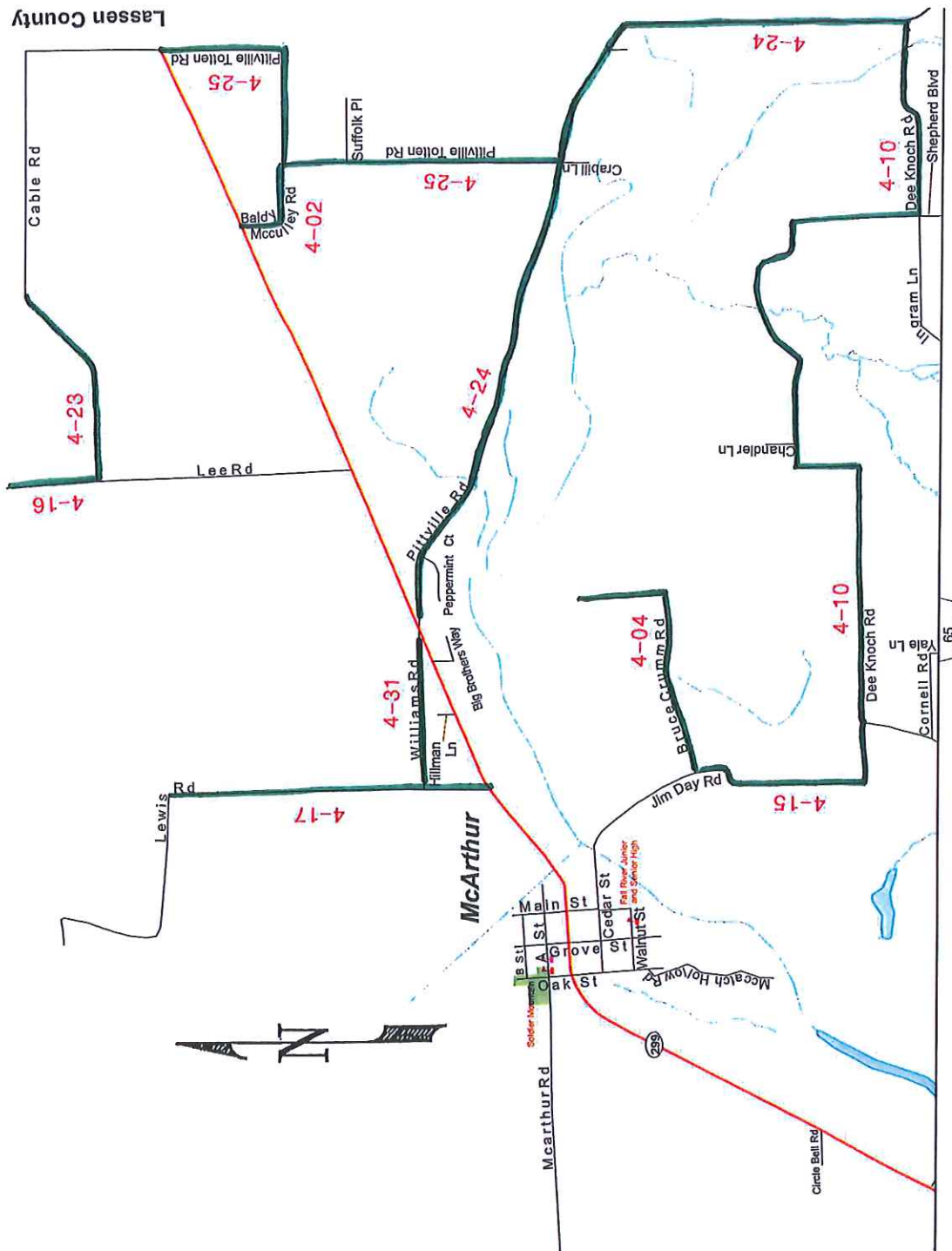




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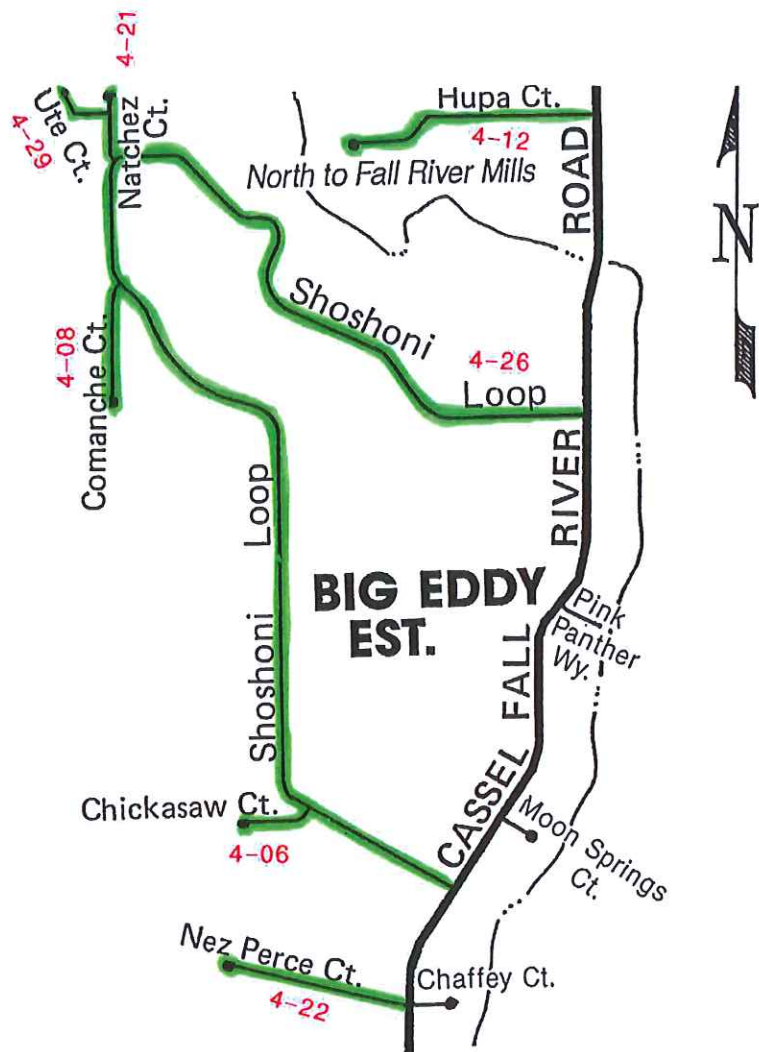


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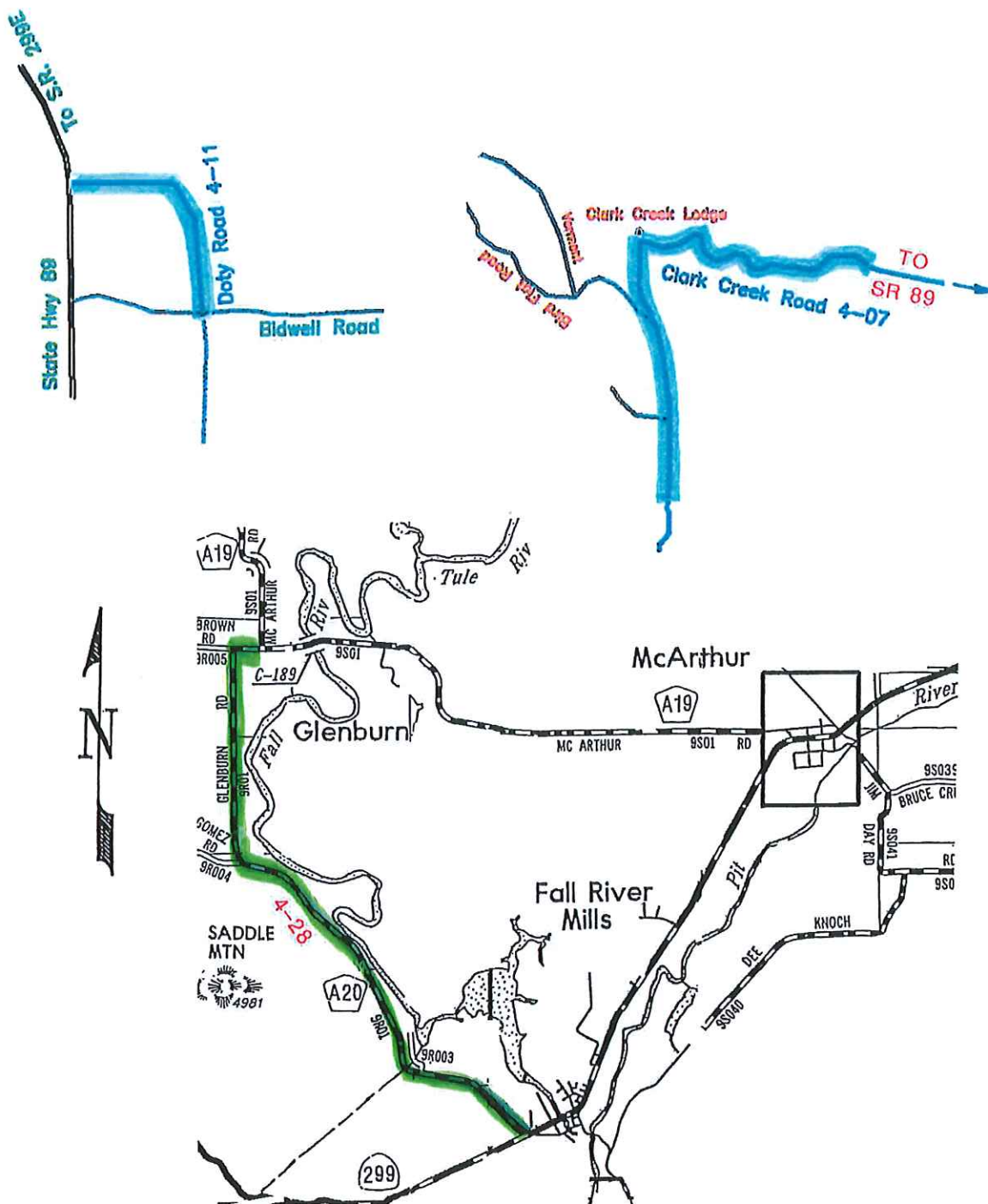


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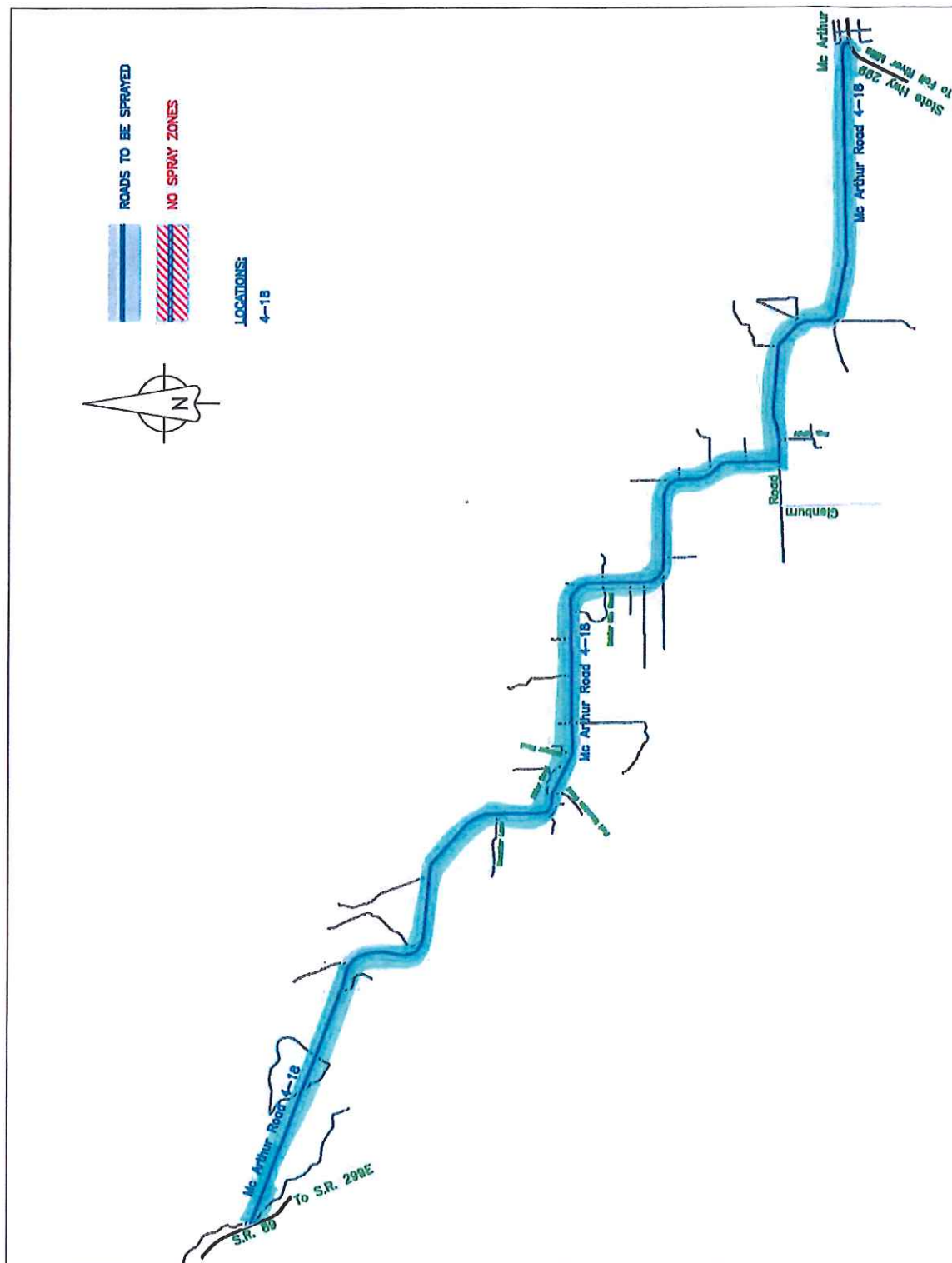


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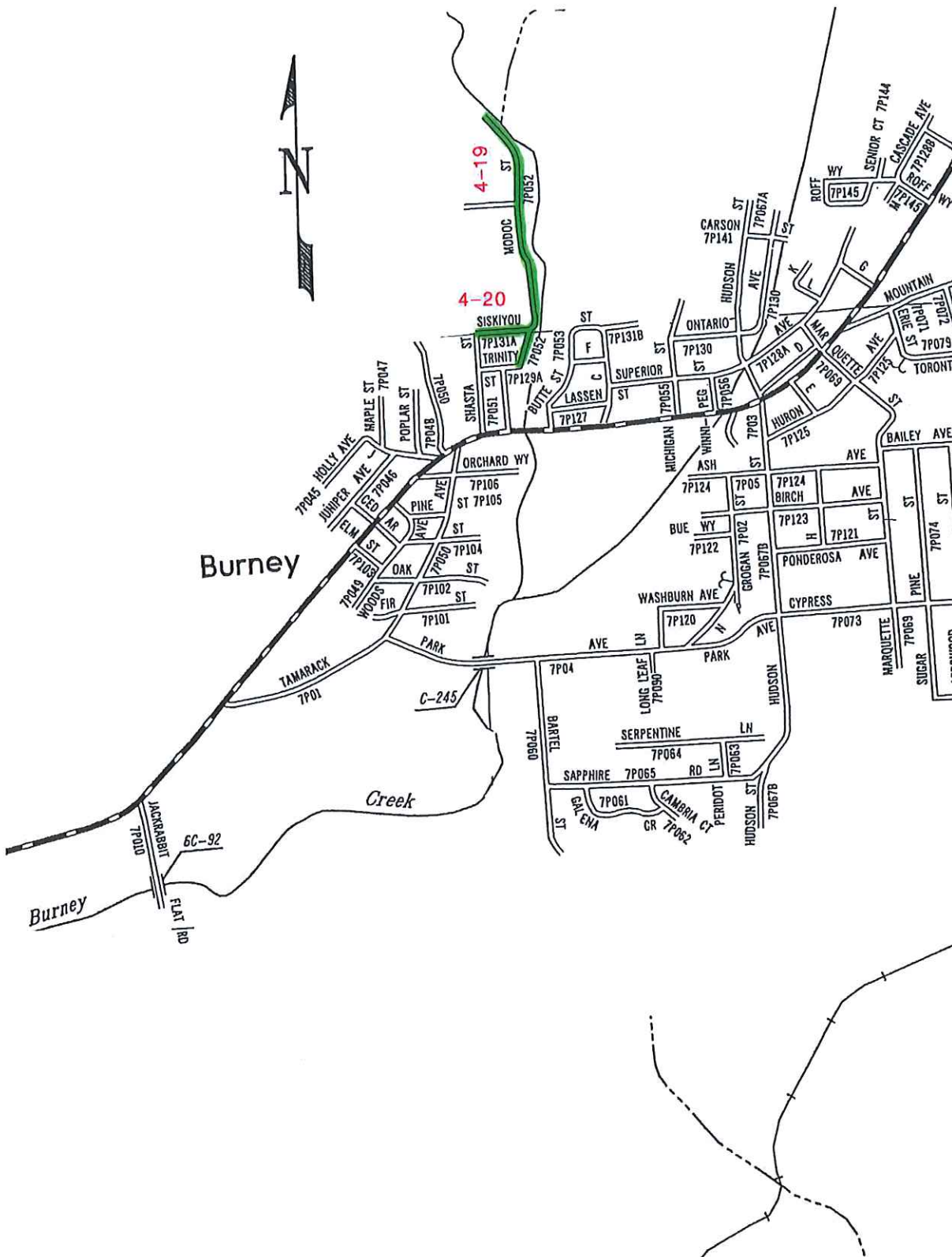


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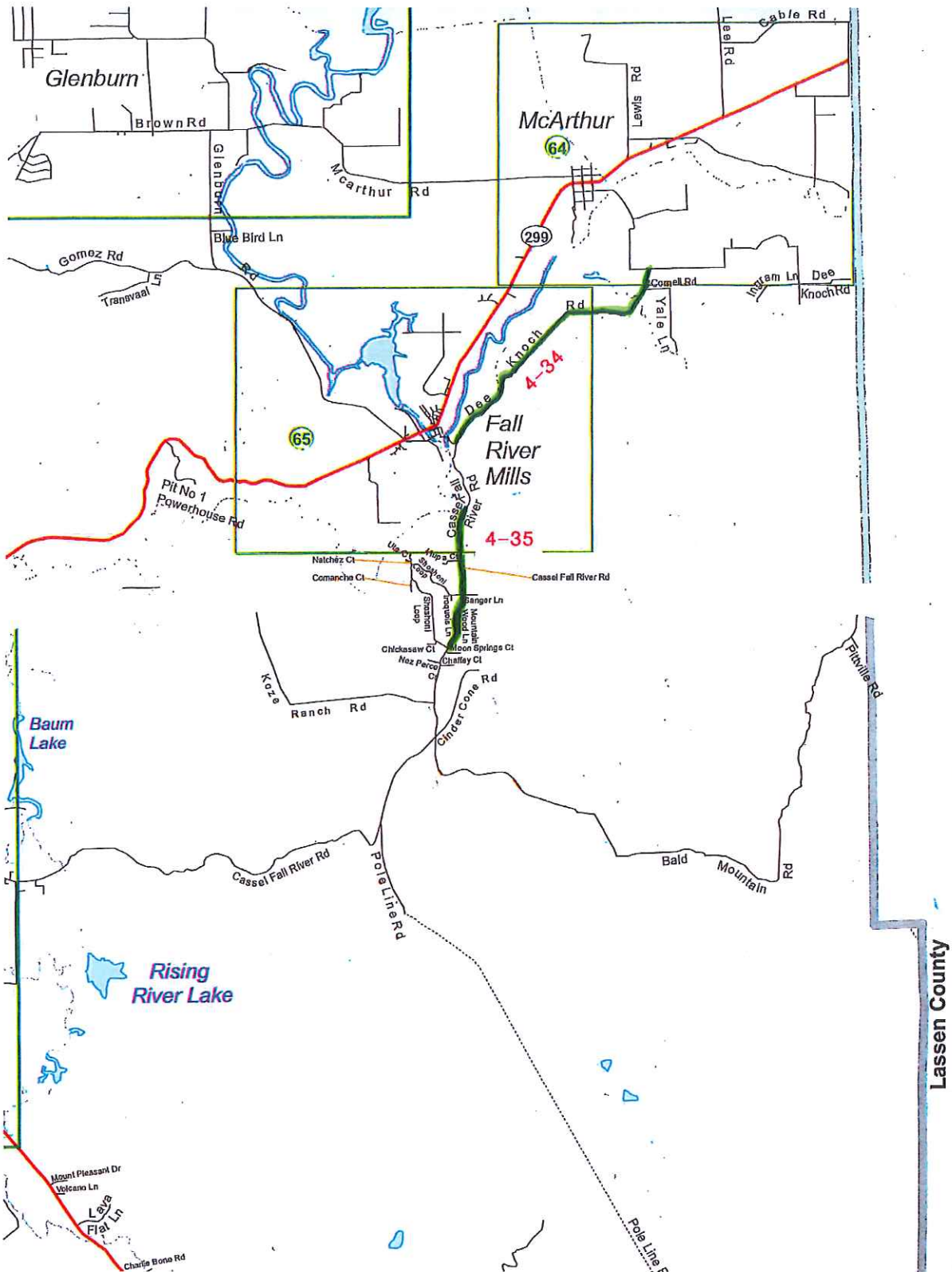


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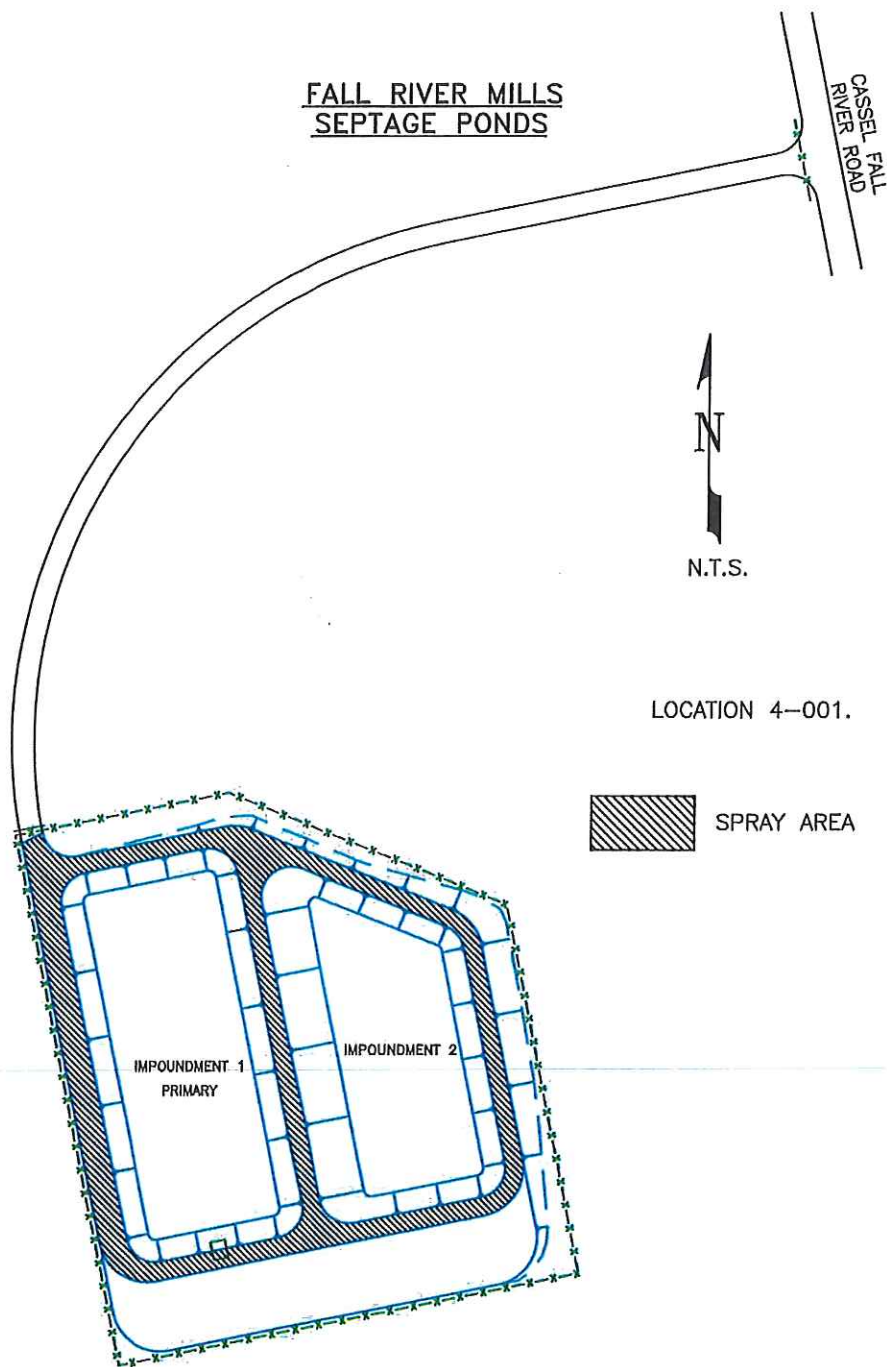


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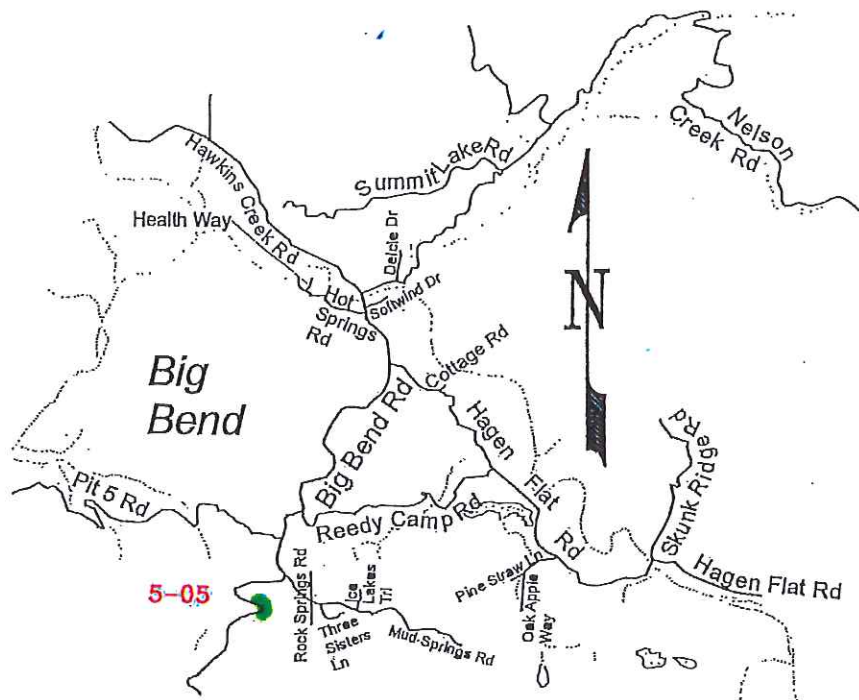


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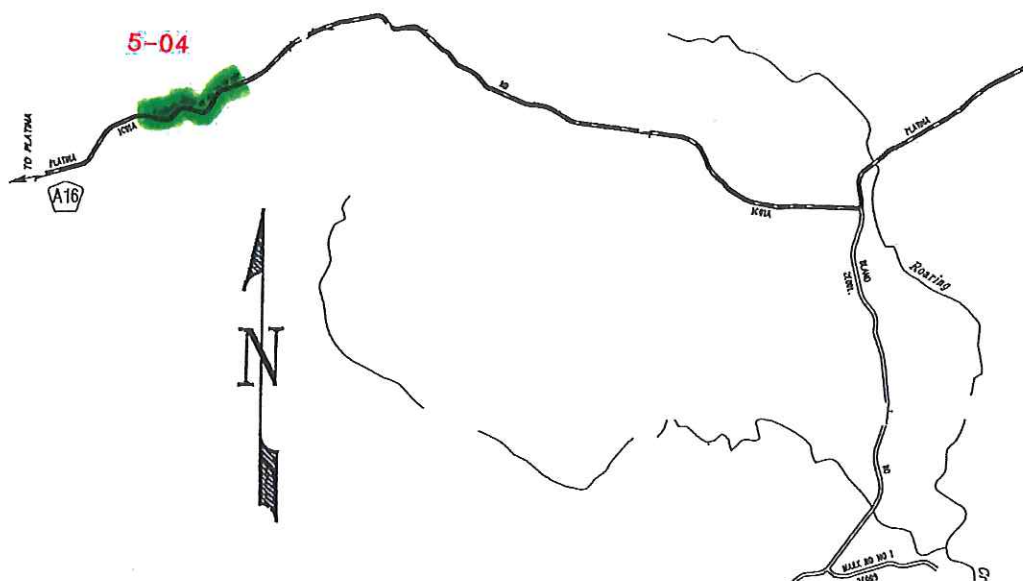
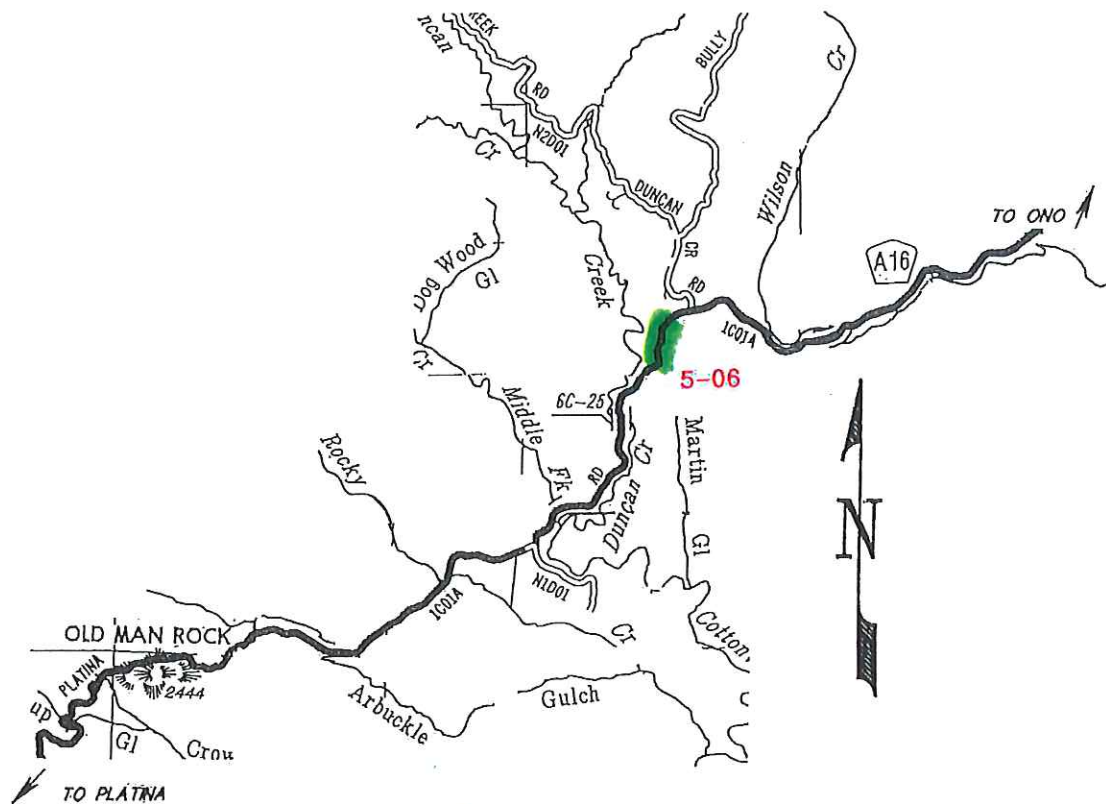


EXHIBIT C

NO SPRAY ZONES

Loc. No.	Road Name	Parcel Description	Parcel Number
1-02	Adobe Road	22201 Adobe Road	089-270-001
1-02	Adobe Road	22040 Adobe Road	089-040-017
1-05B	Balls Ferry Road	4788 Balls Ferry Road	091-290-011
1-05B	Balls Ferry Road	4434 Balls Ferry Road	091-170-047
1-05B	Balls Ferry Road	Between Ash Creek Road and Blue Jay Lane.	091-170-008
1-08	Churn Creek Road	7250 Churn Creek Road	055-290-010
1-08	Churn Creek Road	7264 Churn Creek Road	055-290-004
1-12	Deschutes Road	8084 Deschutes Road	058-180-005
1-13	Drybread Road	3824 Drybread Road	089-140-010
1-13	Drybread Road	3735 Drybread Road	089-180-001
1-15	Gas Point Road	20368 Gas Point Road	086-300-001
1-15	Gas Point Road	20344 Gas Point Road	086-220-013
1-15	Gas Point Road	20352 Gas Point Road	086-220-012
1-15	Gas Point Road	Cemetery	045-190-024
1-15	Gas Point Road		045-190-019
1-15	Gas Point Road		045-019-021
1-15	Gas Point Road	14757 Gas Point Road	045-190-025
1-23	Rainbow Lake Road	11379 Rainbow Lake Road	044-020-030
1-29	Trefoil Lane	21301 Trefoil Lane	088-260-004
1-30	Venzke Road	22673 Venzke Road	089-130-012
1-31	Webb Road	4568 Webb Road	091-270-008
2-10	East Fork Road	12626 East Fork Road	024-030-010
2-10	East Fork Road	12772 East Fork Road	024-020-009
2-10	East Fork Road	12916 East Fork Road	024-020-015
2-10	East Fork Road	12950 East Fork Road	024-020-005
2-10	East Fork Road	13400 East Fork Road	024-020-006
2-21	Trinity Alley	10722 Trinity Alley	011-360-006
2-21	Trinity Alley	10845 Trinity Alley	011-360-004
2-26A	Trinity Mountain Road	16816 Trinity Mountain Road	024-270-006
2-34	Rock Creek Road	15300 Rock Creek Road	011-530-056
2-35	Salmon Creek Road	10145 Salmon Creek Road	078-010-005
2-53	Old Oregon Trail	8626 Old Oregon Trail	054-440-037
3-06	Fern Road East	14614 Fern Road East	098-220-006
3-16	Oak Run Road	13518 Oak Run Road	097-210-024
3-20	Wilson Hill Road	From 1,500' south of Shorthill Drive to 3,200' south of Shorthill Drive on both sides of road, and from 3,200' south of Shorthill Drive to 4,300' south of Shorthill Drive on west side of road.	703-080-009
3-20	Wilson Hill Road		703-130-001
3-20	Wilson Hill Road		703-130-003
3-20	Wilson Hill Road		703-130-002
3-20	Wilson Hill Road	5233 Wilson Hill Road	703-260-002
3-22	Brookdale Road	9414 Brookdale Road	093-020-011
3-24	Fern Road	12362 Fern Road	099-020-031
3-24	Fern Road	12989 Fern Road	099-020-059

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Public Works-22.

SUBJECT:

County Service Area Community Advisory Board Appointments

DEPARTMENT: Public Works
Public Works-County Service Areas

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Appoint property owners to two-year terms on their respective Community Advisory Boards for the various County Service Areas.

SUMMARY

It is recommended that the Board appoint property owners to serve on the Community Advisory Boards (CABs) in the various County Service Areas (CSAs) as shown on attached Exhibit A.

DISCUSSION

County Service Areas provide water, sewer and other services in rural areas. The Board of Supervisors is the governing body. Board Resolution No. 84-6 established CABs to provide the Board with local input. Each CAB has seven seats. Property owners are invited to nominate CAB candidates annually. Elections are held if willing candidates exceed the number of vacant seats. This year's candidate pool and election results are as shown on attached Exhibit B. Any potential appointments are at the Board's discretion. No CAB is proposed for CSA #25-Keswick Water owing to its pending dissolution and annexation to Shasta CSD.

ALTERNATIVES

The Board may elect to appoint other property owners to serve on the CABs or decline to appoint CAB members at this time.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation.

FINANCING

Adequate funds to conduct the CAB elections have been included in the various Adopted 2018/19 budgets for the various CSAs. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Exhibit A - 2019 Recommended CAB Appointments	12/14/2018	Exhibit A - 2019 Recommended CAB Appointments
Exhibit B - 2019 CAB Election Results	12/14/2018	Exhibit B - 2019 CAB Election Results

EXHIBIT A

**COUNTY SERVICE AREA
COMMUNITY ADVISORY BOARDS
2019 RECOMMENDED APPOINTMENTS**

(Two-Year Terms)

CSA #2 – Sugarloaf

- | | | | |
|----|---|----|---|
| 1. | Beverly Steele
19812 Oak Knoll Drive
Lakehead, CA 96051 | 2. | Beth Robison
19797 Oak Knoll Drive
Lakehead, CA 96051 |
| 3. | Bruce Reed
2220 Forsythia Way
Martinez, CA 94553 | | |

CSA #6 – Jones Valley

- | | |
|----|---|
| 1. | Nancy Wallen
14613 Marti Lane
Redding, CA 96003 |
|----|---|

EXHIBIT B

	Continued Members	Vacant CAB Seats	Willing Candidates	Proposed Appointments	Total 2019 CAB Members
CSA #02 – Sugarloaf	2	5	3	3	5
CSA #03 – Castella	7	0	0	0	7
CSA #06 – Jones Valley	6	1	1	1	7
CSA #08 – Palo Cedro	0	7	3	0	No CAB
CSA #11 – French Gulch	0	7	3	0	No CAB
CSA #13 – Alpine Meadows	0	7	0	0	No CAB
CSA #17 – Cottonwood	0	7	0	0	No CAB
CSA #23 – Crag View	7	0	0	0	7
CSA #25 – Keswick	4	3	N/A	0	N/A

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Public Works-23.

SUBJECT:

CSA No. 25-Keswick – Tax Exchange Agreement

DEPARTMENT: Public Works

County Service Area No. 25-Keswick Water

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

On behalf of County Service Area (CSA) No. 25-Keswick Water, adopt a resolution which: (1) Establishes property tax exchange terms related to the annexation of unincorporated territory from CSA No. 25-Keswick Water to Shasta Community Services District (CSD); and (2) authorizes the County Executive Officer to sign any documents pertaining to implementation of the resolution and act as the Board of Supervisors representative in the related tax exchange matter.

SUMMARY

Existing CSA property tax allocations are proposed to be assigned to the CSD upon annexation.

DISCUSSION

County Service Area No. 25-Keswick Water (CSA) serves 209 customers. Shasta Community Services District (CSD) operates a parallel system serving 770 customers. The Carr Fire destroyed most of the homes in the CSA and a majority of those in the CSD. On November 28, 2018, the CSD adopted a resolution to annex the CSA territory to the CSD. On December 11, 2018, the Board adopted a resolution to dissolve the CSA. The CSA receives a “Pre-Prop 13” property tax allocation of approximately \$23,000 per year. Assignment of this allocation to the CSD is proposed in conjunction with annexation.

ALTERNATIVES

The Board may elect to renegotiate terms with the CSD.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The CSA had a negative cash balance when the Carr Fire broke out and will be addressed in a future hearing. There is no General Fund impact associated with the proposed tax exchange agreement.

ATTACHMENTS:

Description	Upload Date	Description
Annexation Tax Exchange Resolution	12/14/2018	Annexation Tax Exchange Resolution
Annexation Tax Exchange Resolution (Exhibit A)	12/14/2018	Annexation Tax Exchange Resolution (Exhibit A)

RESOLUTION NO. 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
PERTAINING TO AN EXCHANGE OF PROPERTY TAX REVENUE
RELATED TO AN ANNEXATION BY THE
SHASTA COMMUNITY SERVICES DISTRICT**

WHEREAS, Revenue & Taxation Code Section 99, as amended, provides for the Shasta Community Services District and the County of Shasta to determine an appropriate property tax transfer for all jurisdictional changes or organization occurring within Shasta County prior to the proposal being considered by the Local Agency Formation Commission (LAFCO); and

WHEREAS, the Shasta Community Services District has adopted a resolution, identified in Shasta Community Services District Resolution No. 11-18 to annex the territory of County Service Area No. 25 – Keswick Water (“CSA #25”) to the Shasta Community Services District; and

WHEREAS, the Shasta County Board of Supervisors has adopted a resolution, identified in Shasta County Board of Supervisors Resolution No. 2018-129 to dissolve CSA #25; and

WHEREAS, a map showing the boundaries of CSA #25 is attached as Exhibit A; and

WHEREAS, the phrase “area of the Annexation” shall refer to the area of CSA #25; and

WHEREAS, the current distribution of property taxes for the affected properties within the boundaries of the Annexation has been determined and provided to each affected agency; and

WHEREAS, the Shasta Community Services District and the County of Shasta wish to agree to a fair-share distribution of property tax revenues in the area of the Annexation; and

WHEREAS, the Shasta County Auditor-Controller will work with the State Board of Equalization to establish a new Tax Rate Area (TRA) for the area of the Annexation prior to allocation and distribution of property tax revenue under this resolution.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Shasta **DOES HEREBY AGREE** to the following distribution of property taxes generated in the area of the Annexation after the effective date of the Annexation:

1. Base Year Property Tax Revenue, as defined in the Revenue & Taxation Code, shall be distributed as follows:

- a. To the County of Shasta, 100 percent of the base year property tax revenue allocated to the County of Shasta for Fiscal Year 2018/2019 pursuant to the Tax Rate Allocation Factors established by law.
- b. To the Shasta Community Services District, 0 percent of the base year property tax revenue allocated to the County of Shasta for Fiscal Year 2018/2019 pursuant to the Tax Rate Allocation Factors established by law.

Resolution No. 2019-
January 8, 2019
Page 2 of 3

- c. To the County of Shasta, 0 percent of the base year property tax revenue allocated to CSA #25 commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- d. To the Shasta Community Services District, 100 percent of the base year property tax revenue allocated to CSA #25 commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart
- e. To each Special District (as defined in Revenue & Taxation Code Section 95(m)) affected by the Annexation, except for CSA #25, 100 percent of the base year property tax revenue allocated to each Special District pursuant to the Tax Rate Allocation Factors established by law.
- f. To the Shasta Community Services District, 0 percent of the base year property tax revenue allocated to all Special Districts affected by the Annexation, except for CSA #25, pursuant to the Tax Rate Allocation Factors established by law.

2. *Annual Property tax increment revenue, as defined in the Revenue & Taxation Code, shall be distributed as follows:*

- a. To the County of Shasta, 100 percent of the current annual property tax increment revenue allocated to the County of Shasta prior to the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- b. To the County of Shasta, 100 percent of future annual property tax increment revenue allocated to the County of Shasta commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- c. To the Shasta Community Services District, 0 percent of future annual property tax increment revenue allocated to the County of Shasta commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- d. To the County of Shasta, 0 percent of the annual property tax increment revenue allocated to CSA #25 commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- e. To the Shasta Community Services District, 100 percent of the annual property tax increment revenue allocated to CSA #25 commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- f. To each Special District (as defined in Revenue & Taxation Code Section 95(m)) affected by the Annexation, except for CSA #25, 100 percent of the annual property tax increment revenue allocated to each Special District pursuant to the Tax Rate Allocation Factors established by law.

Resolution No. 2019-
January 8, 2019
Page 3 of 3

- g. To the Shasta Community Services District, 0 percent of the annual property tax increment revenue allocated to all Special Districts affected by the Annexation, except for CSA #25, pursuant to the Tax Rate Allocation Factors established by law.

BE IT FURTHER RESOLVED the County Executive Officer, to the extent permissible by law, is hereby authorized to sign any documents pertaining to implementation of this resolution and to act as the Board of Supervisors representative in the above related tax exchange matter.

DULY PASSED AND ADOPTED this 8th day of January, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

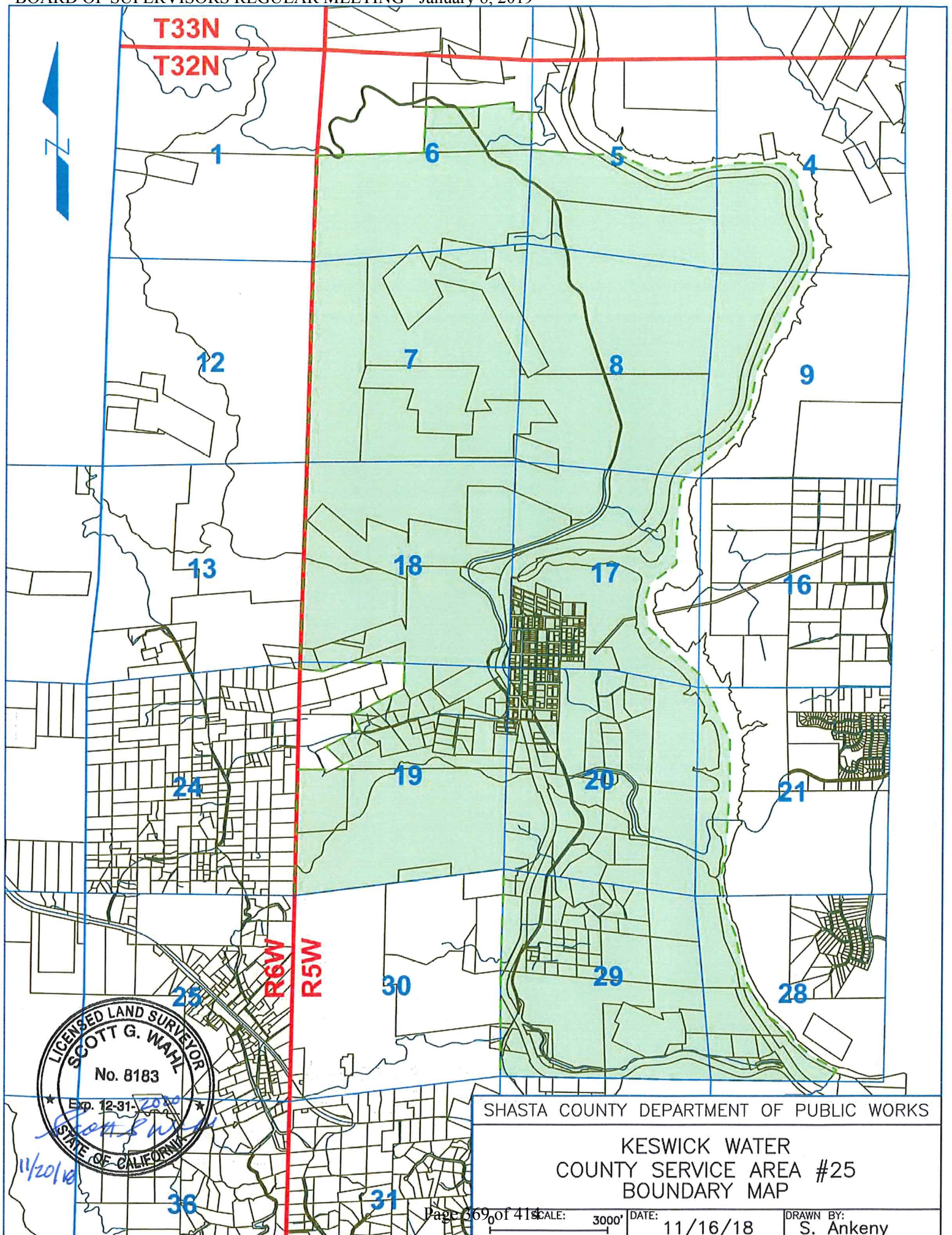
AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

, 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: January 8, 2019

CATEGORY: Consent - Public Works-24.

SUBJECT:

Fall River Mills Airport – Cal Fire Agreement

DEPARTMENT: Public Works

Supervisory District No. : 3

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the County Executive Officer to sign a retroactive agreement with the Department of Forestry and Fire Protection (CAL FIRE) in the amount of \$600 per day when activated to provide Emergency Use of Facilities at Fall River Mills Airport for the period January 1, 2019 through December 31, 2021.

SUMMARY

An agreement is proposed for prospective emergency use of the Fall River Mills Airport.

DISCUSSION

The Intermountain area is prone to wildfires. Fall River Mills Airport may provide a convenient base for aerial operations by Cal Fire and other responders. An agreement is proposed to manage risk and recover costs.

ALTERNATIVES

The Board may seek alternate terms or decline to enter into an agreement at this time. Pre-existing agreements can be useful during emergencies.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Adequate funds to operate the Airport were included in the Adopted FY 2018/19 Fall River Mills Airport budget. The Airport is financially self-sufficient with limited resources. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Cal Fire Agreement for Emergency Use of Facilities	12/18/2018	Cal Fire Agreement for Emergency Use of Facilities

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 05/15)

CAL FIRE FILE NO. _____

(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: Fall River Mills Airport

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the CAL FIRE Shasta-Trinity Unit Unit of the California Department of Forestry and Fire Protection for use as Helicopter Base

1. DESCRIPTION OF FACILITIES:

Fall River Mills Airport is located in the Community of Fall River Mills, California and administered by Shasta County Public Works Department. This includes use of runways, aprons, parking lots, restrooms and pilot lounge.

CAL FIRE will be responsible for:

1. The costs associated with the water utilized by Air Operations from the airport's hydrant system.
2. Sweeping off of runway, taxiway and parking apron as needed.
3. Trash removal, janitorial services in contracted areas, leaving facilities clean and in good repair upon departure.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ 600.00 . The Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on 1/01/19 , and shall end on or before 12/31/21 (may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

Electric, water, and gas

5. SERVICE: Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME: Eric Wedemeyer **TELEPHONE NUMBER:** (530) 225-5181

6. CONDITION REPORT: A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 05/15) (Reverse)

7. LOSS, DAMAGE, OR DESTRUCTION: The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.

The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.

8. HOLD HARMLESS: To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

9. SUBROGATION WAIVED: To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.

10. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

11. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

12. CHILD SUPPORT WITHHOLDING DISCLAIMER: Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OWNER

BY: Shasta County
TITLE: County Executive Officer
DATE: _____
NAME: Larry Lees
SIGNATURE: _____
STREET ADDRESS: 1450 Court Street Suite
308A Redding, CA 96001
TELEPHONE: (530) 225-5561
TELEPHONE: (Night) _____

**DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

BY: CAL FIRE Shasta-Trinity Unit
TITLE: Battalion Chief
DATE: _____
NAME: Brian Noel
SIGNATURE: _____
STREET ADDRESS: 875 Cypress Avenue
Redding, CA 96001
TELEPHONE: (530)225-2418
TELEPHONE: (Night) _____

CAL FIRE - 95
FOR FALL RIVER MILLS AIRPORT
AS A HELICOPTER BASE

APPROVED AS TO FORM:

David M. Yorton, Jr. 12/18/18
DAVID M. YORTON, JR.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY: James Johnson 12/18/18
James Johnson
Risk Management Analyst

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Public Works-25.

SUBJECT:

Keswick Demolition Project – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Demolish Keswick Volunteer Fire Hall and Community Center,” Contract No. 610512/610513, respectively: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15301(l), Class 1 – Demolition and removal of small structures; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after Thursday, February 7, 2019, at 11 a.m.

SUMMARY

Post-fire cleanup is proposed for the Keswick Fire Hall and Community Center.

DISCUSSION

On July 27, 2018, the Carr Fire destroyed much of Keswick including the Fire Hall & Community Center. Two hundred burned residences in Keswick have been cleaned up through the OES Program and are ready for rebuild. Public and commercial sites were excluded from the OES Program and must be cleaned up separately. The Fire Hall & Community Center were insured including cleanup costs. Cleanup is proposed.

ALTERNATIVES

The Board may decline to advertise for bids at this time. Fire debris is a public health and safety hazard.

OTHER AGENCY INVOLVEMENT

Risk Management supports the project. County Counsel has approved the contract documents as to form. Risk Management has reviewed and approved the contract documents. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total cost to demolish the Keswick Volunteer Fire Hall and Community Center is estimated to be \$175,000. This project is being funded through proceeds from insurance reimbursement for subjected County-owned property. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Consent - Public Works-26.

SUBJECT:

West Central Landfill Hydroseeding – Notice of Completion

DEPARTMENT: Public Works

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Public Works Director to sign a Notice of Completion for the “West Central Landfill Erosion Control Hydroseeding,” Contract No. 207519, and record it within 15 days of actual completion of the work.

SUMMARY

Hydroseeding has been placed at West Central Landfill.

DISCUSSION

On October 2, 2018, Marina Landscape, Inc. was awarded the West Central Landfill Erosion Control Hydroseeding project. The work entailed applying erosion control hydroseeding materials on 36 acres at the landfill. The work is substantially complete.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total cost of this project is estimated to be \$140,000. Adequate funds have been included in the Adopted FY 2018/19 Solid Waste budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Regular - General Government-5.

SUBJECT:

Appoint Bret Govea as the Shasta County Fire Warden

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

Appoint California Department of Forestry and Fire Protection (CAL FIRE), Shasta-Trinity Unit Chief, Bret Gouvea as the Shasta County Fire Warden and Chief of the Shasta County Fire Department effective December 12, 2018.

SUMMARY

Former CAL FIRE Shasta-Trinity Unit Chief and Shasta County Fire Warden/Chief Mike Hebrard has accepted a CAL FIRE promotion. Bret Govea was appointed the CAL FIRE Shasta-Trinity Unit Chief on December 12, 2018; therefore a new Shasta County Fire Warden and Chief appointment is recommended.

DISCUSSION

The former Shasta County Fire Warden/ Shasta County Fire Department (SCFD) Chief, Mike Hebrard, accepted a promotional appointment as the CAL FIRE Northern Region Assistant Region Chief. His replacement as the new Unit Chief of the Shasta-Trinity Unit for CAL FIRE is Bret Gouvea effective December 12, 2018. It is recommended that Chief Gouvea also be appointed by the Board to replace Chief Hebrard as the new Shasta County Fire Warden/ SCFD Chief.

Chief Gouvea began his fire service as a SCFD volunteer from 1985-1990. He was hired by CAL FIRE in 1990 as a Firefighter I in the Shasta Trinity Unit (SHU). In 1994, Chief Gouvea accepted a Limited Term Fire Apparatus Engineer position in SHU. He promoted through the ranks to Assistant Chief, holding assignments in state fire stations, the Training Bureau, the Conservation Camps Program, and Shasta Trinity Unit Assistant Chief, East Division/Sugar Pine Conservation Camp prior to accepting the SHU Deputy Chief of Operations position in December 2013.

Chief Gouvea has been involved in many training cadres as a senior instructor, course coordinator, and in curriculum development. Chief Gouvea has served for 12 years on Incident Management Teams (IMT), and in 2015 he was named the Incident Commander for IMT 1, which most recently directed operations of the Carr Fire in Shasta County. Chief Gouvea has served as a member of the statewide Budget Re-design Committee and is currently Chair of the SHIELD Regional Training Consortium Board of Directors which he helped create in 2015.

Chief Gouvea also holds an Associate's Degree in Fire Science and a Bachelor of Arts Degree in Public Administration.

ALTERNATIVES

The Board may choose not to make the new appointment at this time. If this were to occur, the SCFD would be without a department head until such time as an appointment is made.

OTHER AGENCY INVOLVEMENT

The process of appointing a new Fire Warden/ SCFD Fire Chief is delineated in the Shasta County Code Chapter 2.32.030 and in the current contract between Shasta County and CAL FIRE, section 2.C. The Support Services Department - Personnel Unit has reviewed the recommendation. The County Administrative Office supports this recommendation.

FINANCING

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Scheduled Hearings - General Government-6.

SUBJECT:

County Service Area (CSA) No. 23-Penalty Appeal Hearing (Harryman)

DEPARTMENT: Clerk of the Board

Supervisory District No. : 4

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

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

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

RECOMMENDATION

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 014-080-014-000 (Harryman); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.05 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing; (4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

SUMMARY

Ordinance No. 742 established penalties for excessive use. The rate payer received a civil monetary penalty and has requested a hearing regarding the penalty.

DISCUSSION

The Board adopted and enacted Ordinance No. 742 on June 5, 2018. Absent an approved variance, the maximum daily water use was limited to 300 gallons per day. Section 5., Water Use Limitations, subsection (D) states: "Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties in addition to the regular bi-monthly bill as follows:

\$100 for the first violation, and

\$175 for the second violation, and

\$250 for the third and any subsequent violation, and

\$1,000 for extraordinary situations where all of the following has occurred:

-The residential user had actual knowledge of the requirements found to be violated, and

-the conduct was intentional, and

-the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance."

The penalty billing included the following language: "You may appeal the Usage Penalty to the Shasta County Board of

Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive."

Ms. Harryman submitted a request for a hearing regarding her September/October water bill penalty to the Clerk of the Board within the required 30-day filing period. On December 17, 2018, the Clerk of the Board notified the affected rate-payer via U.S. Mail regarding today's hearing for the BOS to consider their civil penalty. The BOS can consider all evidence, written or oral, presented during the hearing and make an independent (de novo) determination of the imposition of the civil penalty. Ms. Harryman's maximum daily allowed use (including any approved variance) was 300 gallons per day. Her actual daily use was 579 gallons per day. Since this was a second violation, the penalty imposed was \$175.

ALTERNATIVES

The Board may choose to impose or not impose the civil penalty.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation.

FINANCING

There is potential General Fund impact dependent on the outcome of the Board's action(s).

ATTACHMENTS:

Description	Upload Date	Description
Customer Transaction Summary	12/18/2018	Customer Transaction Summary
Emergency Water Restriction Notice	12/18/2018	Emergency Water Restriction Notice
Notice of Penalty	12/18/2018	Notice of Penalty
Notice of Hearing	12/18/2018	Notice of Hearing
Harryman Appeal	12/18/2018	Harryman Appeal

Customer Transaction Summary

Customer Information

Account No: 0023010.0
ROBERT HARRYMAN
30755 CRAG VIEW DR
DUNSMUIR, CA 96025

Location Information

Location No: 0023010
30755 CRAG VIEW DR
DUNSMUIR, CA 96025

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
10/31/2016	Charge	10/31/2016	288975	6423	0.00	117.00	117.00
11/14/2016	Payment	CHECK			117.00	-117.00	0.00
12/31/2016	Charge	12/31/2016	290975	2000	0.00	90.00	90.00
01/30/2017	Payment	CHECK			90.00	-90.00	0.00
02/28/2017	Charge	02/28/2017	290698	0	0.00	90.00	90.00
03/23/2017	Payment	CHECK			90.00	-90.00	0.00
04/30/2017	Charge	04/30/2017	291524	826	0.00	90.00	90.00
05/12/2017	Payment	CHECK			90.00	-90.00	0.00
06/30/2017	Charge	06/30/2017	299054	7530	0.00	123.60	123.60
07/31/2017	Payment	CHECK			123.60	-123.60	0.00
08/31/2017	Charge	08/31/2017	312411	13357	0.00	158.40	158.40
09/27/2017	Misc - D				158.40	25.00	183.40
10/02/2017	Payment	CHECK			183.40	-158.40	25.00
10/31/2017	Penalty				25.00	0.38	25.38
10/31/2017	Charge	10/31/2017	320088	7677	25.38	124.20	149.58
11/08/2017	Payment	CHECK			149.58	-149.58	0.00
12/31/2017	Charge	12/31/2017	321453	1365	0.00	90.00	90.00
01/24/2018	Payment	CHECK			90.00	-90.00	0.00
02/28/2018	Charge	02/28/2018	322303	850	0.00	90.00	90.00
03/09/2018	Payment	CHECK			90.00	-90.00	0.00
04/30/2018	Charge	04/30/2018	323206	903	0.00	90.00	90.00
05/07/2018	Payment	CHECK			90.00	-90.00	0.00
06/30/2018	Charge	06/30/2018	331771	8565	0.00	129.60	129.60
07/13/2018	Payment	CHECK			129.60	-129.60	0.00
08/31/2018	Charge	08/31/2018	341216	9445	0.00	135.00	135.00
09/12/2018	Payment	CHECK			135.00	-135.00	0.00
10/11/2018	Payment	CHECK			0.00	-100.00	-100.00
10/23/2018	Misc - ORD				-100.00	100.00	0.00
10/31/2018	Charge	10/31/2018	345939	4723	0.00	106.80	106.80
11/08/2018	Payment	CHECK			106.80	-106.80	0.00



Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

CSA 010023

June 8, 2018

Subject: Emergency Water Restrictions

Dear Customer:

Please be advised that water usage restrictions and a connection moratorium have been implemented in County Service Area No. 23 – Crag View Water (CSA No. 23).

Operational costs have exceeded revenues for several years. A four-year rate increase was proposed but was rejected due to a majority protest pursuant to Proposition 218. CSA No. 23 is presently insolvent and continued insolvency will eliminate the ability to provide water to CSA No. 23. On June 5, 2018, the Board of Supervisors enacted emergency regulations to control costs (Ordinance No. 742 enclosed).

Each gallon of water delivered to customers in CSA No. 23 costs more than the incremental revenue received. Consequently, the more water that the customers use, the more insolvent CSA No. 23 becomes. The current rate structure only partially recovers operating costs and does not recover depreciation costs. It is thus prudent to curtail excessive use beyond basic health and safety domestic needs while also ensuring priority of use for fire and sanitation.

The Ordinance limits water use to 300 gallons per customer per day. Penalty provisions will apply to any use in excess of this amount as detailed in the Ordinance. The Ordinance also establishes a moratorium on new water meter connections. Your compliance will be appreciated.

If you have any questions please call (530) 225-5661.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick J. Minturn", is written over a horizontal line.

Patrick J. Minturn, Director

PJM/ldr
Enclosure

ORDINANCE NO. 742

**AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
DECLARING A FISCAL WATER SHORTAGE EMERGENCY
AND A NECESSITY FOR A WATER CONSERVATION PROGRAM,
ADOPTING A WATER CONSERVATION PROGRAM
AND FINDING THAT THE ACTIONS ARE EXEMPT FROM
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
IN COUNTY SERVICE AREA NO. 23 – CRAG VIEW WATER**

WHEREAS, the provision of potable water supplies for domestic use is essential to health, safety and general public welfare; and

WHEREAS, a water shortage emergency condition prevails in County Service Area No. 23-Crag View Water and that the ordinary demands and requirements of water consumers cannot be satisfied under the current restraints of County Service Area No. 23-Crag View Water without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, County Service Area No. 23 - Crag View Water provides potable water to approximately 70 customers within its service area; and

WHEREAS, costs are incurred to provide potable water to customers; and

WHEREAS, County Service Area No. 23 - Crag View Water is presently insolvent; and

WHEREAS, efforts to secure an adequate funding stream to support County Service Area No. 23 - Crag View Water operations have not been successful; and

WHEREAS, County Service Area No. 23 - Crag View Water proposed a rate increase on May 15, 2018, which would have allowed it to continue to provide water service at the present level; and

WHEREAS, pursuant to article XIII C, section 6 of the California Constitution, the water users in County Service Area No. 23 - Crag View Water submitted protest ballots which constituted a majority of the users thus preventing the imposition of the new rates; and

WHEREAS, County Service Area No. 23 - Crag View Water presently incurs incremental operational and infrastructure costs in excess of incremental revenues to provide water to customers in excess of supplies which may be deemed necessary for basic health and safety minimums; and

Ordinance No. 742

June 5, 2018

Page 2 of 7

WHEREAS, operating County Service Area No. 23 - Crag View Water does not have adequate revenue to provide the current level of water service thus threatening the entire future water supply; and

WHEREAS, County Service Area No. 23 - Crag View Water is not required to provide a service which is beyond its financial ability; and

WHEREAS, the County Service Area Law embodies a State policy against the subsidization of one group of taxpayers by another; and

WHEREAS, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use, that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

WHEREAS, California Water Code section 350 provides that a public entity water supplier may declare a water shortage emergency condition exists within the area served whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, California Water Code section 351 provides that except in the event of a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a water shortage emergency declaration shall be made only after a public hearing at which consumers of such water supply shall have an opportunity to be heard to protest against the declaration and to present their respective needs to the public entity; and

WHEREAS, California Water Code section 353 provides that upon declaration of a water shortage emergency, the public entity shall thereupon adopt such regulations and restrictions on the delivery and use of water as needed in the sound discretion of the public entity and conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection; and

WHEREAS, California Water Code section 355 provides that the regulations and restrictions shall thereafter be and remain in full force and effect until the period of the emergency and until the emergency condition no longer exists; and

WHEREAS, California Water Code section 356 provides that the regulations and restrictions may include the right to deny applications for new or additional service connections, and provisions for their enforcement by discontinuing service to customers willfully violating the regulations and restrictions; and

WHEREAS, California Water Code section 357 provides that if the regulations and restrictions on delivering consumption of water adopted pursuant to California Water Code section 350 conflict with any law establishing the rights of individual consumers to receive either specific

Ordinance No. 742

June 5, 2018

Page 3 of 7

or proportionate amounts of water supply available for distribution the service area, the regulations and restrictions adopted pursuant to California Water Code section 350 shall prevail; and

WHEREAS, California Water Code sections 375 et seq. empowers the County of Shasta through County Service Area No. 23 - Crag View Water as the supplier of water to County Service Area No. 23 - Crag View Water to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, Water Code section 377 establishes that, from and after the publication of an ordinance pursuant to Water Code section 376, violation of the ordinance is a misdemeanor punishable by up to 30 days in county jail, or by a fine of up to \$1,000 or both; and

WHEREAS, Water Code section 377 establishes that any person violating this ordinance may also be subject to a civil penalty in an amount not to exceed \$10,000 in accordance with and subject to that provision as it may be amended from time to time. Civil penalties shall be:

\$100 for the first violation, and

\$175 for the second violation, and

\$250 for the third and any subsequent violation, and

\$1,000 for extraordinary situations where all of the following has occurred:

- The residential user had actual knowledge of the requirements found to be violated, and

- the conduct was intentional, and

- the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance; and

WHEREAS, notice of the time and place of this hearing of this ordinance has been provided in accordance with the applicable provisions including, but not limited to, California Water Code section 352 and Government Code section 6061; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.) (CEQA) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment as it includes regulations to protect water resources and the ability to provide water resources. Also it consists of regulations and restrictions on activities to ensure the maintenance, restoration, or enhancement of a natural resource pursuant to CEQA Guidelines 51501 (Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), 13507 (Actions for Protection of Natural Resources) and 15308 (Actions for Protection of Environment), and there are no unusual circumstances under CEQA Guideline 15300.2(c); and

WHEREAS, on June 5, 2018, the County of Shasta held a public hearing to consider an ordinance adopting a water conservation program.

Ordinance No. 742

June 5, 2018

Page 4 of 7

The Board of Supervisors of the County of Shasta ordains as follows in County Service Area No. 23 – Crag View Water:

SECTION 1. Immediate Effect

This ordinance is an urgency measure and is effective immediately upon adoption.

SECTION 2. Publication

Pursuant to Water Code section 376, the County of Shasta shall publish, in accordance with Government Code section 6061, this ordinance adopting a water conservation program within 10 days after its adoption.

SECTION 3. Findings of Necessity

- (A) The Board of Supervisors finds and determines that the foregoing recitals are true and correct.
- (B) The Board of Supervisors further finds that because of fiscal insolvency within the CSA, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure the continued availability of water for human consumption, sanitation, and fire protection.
- (C) The Board of Supervisors further finds and determines that the general welfare requires that the County maximize the beneficial use of its available water resources in County Service Area No. 23 - Crag View Water to the extent that it is capable, and that the unreasonable use, or unreasonable method of use of water shall be prevented and the conservation of water is to be extended with the view to the reasonable and beneficial use thereof in the interests of the people County Service Area No. 23 - Crag View Water and for their public health, safety, and welfare.

SECTION 4. Application

Due to the unique circumstances involving the ability of County Service Area No. 23 - Crag View Water to provide the current level of water service, including demand, thus threatening the availability of water in County Service Area No. 23 - Crag View Water, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure that there is sufficient water for human consumption, sanitation, and fire protection and for the public health, safety, and welfare of the residents of County Service Area No. 23 - Crag View Water.

Ordinance No. 742

June 5, 2018

Page 5 of 7

SECTION 5. Water Use Limitations

- (A) No metered connection shall use in excess of 300 gallons per day unless a variance is granted in accordance with the terms of this ordinance.
- (B) A water consumer may apply for a variance from the maximum permitted water consumption provisions prescribed in Section 5.A. by submitting a written request for a variance to the Director of the Shasta County Department of Public Works or his/her designee ("Director"). The Director shall consider all information provided by the water consumer in determining whether a variance will be granted. The Director may, in his or her sole discretion, grant a variance from the maximum permitted water consumption provisions of Section 5 if the application of the provisions prescribed in 5.A. would constitute an extraordinary hardship. The factors which may be taken into consideration include, but are not limited to: failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance; compliance with the water conservation measures cannot be accomplished due to technical or other limitations; is necessary to avoid or mitigate a significant adverse impact on an endangered or listed protected plant, animal, or aquatic species or critical environmental feature present on the property or to maintain the traditional and natural character of a critical environmental feature; or, other limitations and alternative methods achieving the same level of reduction in water use can be implemented and are specified in the request for the variance.
- (C) If the Director grants a variance, the maximum permitted water consumption shall be as determined by the Director, and the civil penalty provisions prescribed in this Ordinance shall apply to the increased maximum permitted water consumption. The Director shall inform the water consumer seeking a variance of the decision within 30 days of the Director's receipt of the request for a variance. Service of the Director's decision shall be by first-class mail addressed to the water consumer at the address given by the water consumer in the request for a variance and shall be deemed received by the water consumer five days after the date of mailing. The water consumer may appeal the Director's decision to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Director's decision. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer seeking a variance of the BOS's of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking the variance of the BOS decision. The BOS's decision on the appeal shall be final.
- (D) Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties (Usage Penalty) in addition to the regular bi-monthly bill as follows:

\$100 for the first violation, and
\$175 for the second violation, and

Ordinance No. 742

June 5, 2018

Page 6 of 7

\$250 for the third and any subsequent violation, and

\$1,000 for extraordinary situations where all of the following has occurred:

- The residential user had actual knowledge of the requirements found to be violated, and

- the conduct was intentional, and

- the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance.

- (E) If a Usage Penalty is imposed, the water consumer may appeal the Usage Penalty to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking appealing the Usage Penalty of the BOS decision. The BOS's decision on the appeal shall be final.
- (F) If the BOS upholds the Usage Penalty, the water consumer may seek judicial review of that action by filing a petition for writ of mandate in accordance with Sections 1094.5 and 1094.6 of the California Code of Civil Procedure and the time limits specified therein. In addition, notwithstanding the provisions of Sections 1094.5 or 1094.6 of the California Code of Civil Procedure, within 20 days after service of this final decision of the Shasta County Board of Supervisors regarding the imposition of the Usage penalty, the water consumer may also contest the final decision and seek review by filing an appeal to be heard de novo by the Superior Court. This right to appeal is limited to the terms and conditions set out in outlined in California Government Code Section 53069.4. In the event that a copy of the notice of appeal is served in person or by first-class mail upon the Clerk of the Board for the County of Shasta by the water consumer pursuant to the appeal to the Superior Court, the time for payment shall be suspended from the date of said service until the judgment of the court is final.
- (G) Usage Penalties shall be subject to Shasta County Code section 13.12.050-Water Service-Billing.
- (H) The remedies provided for in this section are cumulative and not alternative.
- (I) Should there be any inconsistency or conflict with the penalty provisions of this ordinance and Water Code section 377, the provisions of Water Code section 377 shall control.

SECTION 6. Moratorium on New or Additional Water Service Connections

Pursuant to article XI, section 7 of the California Constitution and California Water Code sections 350 et seq, no new or additional water services connections shall be approved or established. This provision shall apply to all applications for new or additional water service connections that have not been received by the Shasta County Department of Resource Management as of the effective date of this ordinance.

Ordinance No. 742

June 5, 2018

Page 7 of 7

SECTION 7. California Environmental Quality Act

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.)

SECTION 8. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 9. Adoption

This ordinance shall take effect and be in full force and effect immediately after its passage as an urgency ordinance pursuant to the provisions of Government Code sections 25123 and 25131 and Water Code section 376. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 5th day of June, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisor Moty, Kehoe, Rickert, Morgan, and Baugh

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None



LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By Misha Boss
Deputy

THIS INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST JUN 07 2018

CLERK OF THE BOARD
Supervisors of the County of Shasta, State of California
BY: Misha Boss



Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

November 9, 2018

CSA 010023

ROBERT HARRYMAN
30755 CRAG VIEW DRIVE
DUNSMUIR CA 96025

Subject: CSA #23-Crag View Water Usage Penalty, Account #0023010.0

Dear ROBERT HARRYMAN:

On June 5, 2018, the Board of Supervisors adopted Ordinance No. 742. This Ordinance limited customer use to 300 gallons per day (or as approved by variance). In the September/October billing period, your household used 35,330 gallons which exceeded your allotment. As a second violation under the Ordinance, a usage penalty of \$175 has been applied.

You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

If you prefer not to appeal, please remit payment to:

Department of Public Works – CSA Division
CSA #23-Crag View Water
1855 Placer Street
Redding, CA 96001

If you have any questions, please call (530) 225-5571.

Sincerely,

Patrick J. Minturn, Director

By

A blue ink signature of Ken Cristobal, written over a horizontal line.

Ken Cristobal
Deputy Director – Administration

KDC/ldr



SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS
A DIVISION OF THE ADMINISTRATIVE OFFICE
LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

1450 COURT STREET, SUITE 308B
REDDING, CALIFORNIA 96001
VOICE (530) 225-5550
TOLL FREE IN NORTH STATE (800) 479-8009
FAX (530) 225-5189

December 17, 2018

Pamela Harryman
30755 Crag View Drive
Dunsmuir, CA 96025

Re: **NOTICE OF HEARING – APPEAL OF IMPOSITION OF WATER PENALTY**
Board of Supervisors January 8, 2019 Meeting and CSA No. 23 Penalty Appeal Hearing

Dear Ms. Harryman:

This letter will serve as notice of the setting of the hearing date of your County Service Area (CSA) No. 23 water bills penalty due process appeal hearing. Your hearing will be held as follows:

Date: January 8, 2019
Time: 9:00 a.m., or as soon thereafter as may be heard
Location: Shasta County Administration Building
1450 Court Street, Redding, California, Room 263 (Board Chambers)

The Board will hold a public hearing on this matter. After the County presents its evidence regarding your water use and civil penalty, you will be allocated five minutes to address the Board in support of your position regarding the imposition of your water bill penalty. You may bring and present copies of written materials. Please bring 10 copies of each document you plan to present to the Board and deliver them to the Clerk of the Board before the meeting or during the hearing. At the conclusion of the hearing, the decision of the Board shall be final and conclusive. The Clerk of the Board will mail you a copy of the Board's final decision.

Please be advised that failure to appear at the hearing or to raise any issue before the Board of Supervisors may result in you waiving your appeal rights or the waiver of your right to have the Board of Supervisors consider a particular issue.

The staff report to the Board regarding the CSA 23 penalty appeals will be available on the internet at (https://www.co.shasta.ca.us/index/bos_index/bos_agenda/current-agenda) and at the office of the Clerk of the Board no later than 5:00 p.m. on January 4, 2019.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Williams", is written over a horizontal line.

Mary Williams
Chief Deputy Clerk of the Board

**PROOF OF SERVICE
DECLARATION UNDER PENALTY OF PERJURY**

I, Mary Williams, declare:

I am over the age of 18 and not a party to this matter. I am an employee of the County of Shasta where the mailing took place.

On December 17, 2018, I served the documents listed below by placing them in an envelope and placing the envelope for collection and mailing following our ordinary business practices. I am familiar with the County's business practices for collecting and processing correspondence for mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

DOCUMENT(S):

Notice of Hearing for Robert Harryman
CSA No. 23 Crag View Water Usage Penalty

The envelopes were addressed and mailed to:

Pamela Harryman
30755 Crag View Drive
Dunsmuir, CA 96025

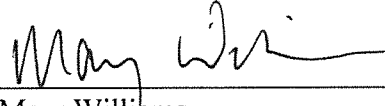
Received an electronic copy:

David Yorton, Senior Deputy County Counsel
Shasta County Counsel

Pat Minturn, Director
Shasta County Public Works

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Redding, California this 17th day of December, 2018.



Mary Williams
Chief Deputy Clerk of the Board

Dept of Public Works/CSA#23
Variance Consideration

Our reason for variance request is based on an unexpected Stage 4 Cancer diagnosis this summer. In addition to keeping an organic vegetable garden for the cancer patient, we have multiple visits from family and friends to spend time with Bob and help me out. Their visits have lasted 3-14 plus days and continue to present and on. Extra people means extra water usage washing foods, hands, dishes, laundry and showers. In addition, a cancer patient needs to flush the toilet twice after usage for 2 days after treatment. All of these things and more add up to over normal water use.

We thank you for your consideration in this time of challenges.

Pamela N. Harryman

**Urgency Water Regulations Ordinance No. 742
Variance Request**

RECEIVED

NOV 26 2018

Control #: 8

Date Received: _____

PUBLIC WORKS

Section I: Customer Information

Name (Last, First MI): Harryman, Pamela N - Pamela only,

Account #: 0023010.0 APN: husband is resting

Service Address: 30755 Crag View Dr. Dunsmuir

Mailing Address: same

Phone #: (530) 235-2238 Email: _____

Section II: Property Information

1. Total number of occupants: 2
2. Total irrigated landscape area: 3/4 acres.
3. Evaporative cooler(s): NO
4. Total size of pool(s) / spa(s) (if present): NO gallons.
5. Reason for requested variance¹: Attach additional pages if necessary.

attached page.

6. Proposed alternative that accommodates your needs while achieving water reduction.

If none, explain: We will no longer need extra water for an organic vegetable garden. Extra guests are unknown we are doing the best we can,

I certify under penalty of perjury that all the information provided is truthful and correct. I understand that this form is required to be submitted to the County of Shasta, and that all information provided is subject to verification by the County. The County may request additional information and/or inspection of the interior and exterior of the premises.

Customer Signature: Pamela N. Harryman Date: 11/18/18

Send this form to: County of Shasta, Dept. of Public Works, 1855 Placer Street, Redding, CA 96001, Attention: Variance. Variance requests will be processed within 30 days of receipt. Customers will be notified of determination by mail. For questions call (530) 225-5661.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 8, 2019

CATEGORY: Scheduled Hearings - General Government-7.

SUBJECT:

County Service Area (CSA) No. 23-Penalty Appeal Hearing (Schultz)

DEPARTMENT: Clerk of the Board

Supervisory District No. : 4

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

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

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

RECOMMENDATION

Take the following actions regarding Ordinance No. 742, an Urgency Ordinance declaring a water shortage emergency and a necessity for a water conservation program and adopting a water conservation program for County Service Area No. 23-Cragview Water: (1) Consider the imposition of a water bill penalty for Assessor's Parcel Number 014-080-022-000 (Schultz); (2) conduct a public hearing pursuant to Shasta County Code sections 1.12.05 and 8.28.050 and Shasta County Administrative Policy 1-101, *Rule 8*; (3) close the public hearing; (4) impose, modify, or not impose the civil penalty; and (5) provide direction to staff.

SUMMARY

Ordinance No. 742 established penalties for excessive use. The rate payer received a civil monetary penalty and has requested a hearing regarding the penalty.

DISCUSSION

The Board adopted and enacted Ordinance No. 742 on June 5, 2018. Absent an approved variance, the maximum daily water use was limited to 300 gallons per day. Section 5., Water Use Limitations, subsection (D) states: "Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties in addition to the regular bi-monthly bill as follows:

\$100 for the first violation, and

\$175 for the second violation, and

\$250 for the third and any subsequent violation, and

\$1,000 for extraordinary situations where all of the following has occurred:

-The residential user had actual knowledge of the requirements found to be violated, and

-the conduct was intentional, and

-the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance."

The penalty billing included the following language: "You may appeal the Usage Penalty to the Shasta County Board of

Supervisors by filing a written appeal. The water consumer’s written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.”

Mr. Schultz submitted a request for a hearing regarding his September/October water bill penalty to the Clerk of the Board within the required 30-day filing period. On December 17, 2018, the Clerk of the Board notified the affected rate-payer via U.S. Mail regarding today's hearing for the BOS to consider their civil penalty. The BOS can consider all evidence, written or oral, presented during the hearing and make an independent (de novo) determination of the imposition of the civil penalty. Mr. Schultz’s maximum daily allowed use (including any approved variance) was 300 gallons per day. His actual daily use was 322 gallons per day. Since this was a second violation, the penalty imposed was \$175.

ALTERNATIVES

The Board may choose to impose or not impose the civil penalty.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation.

FINANCING

There is potential General Fund impact dependent on the outcome of the Board's action.

ATTACHMENTS:

Description	Upload Date	Description
Customer Transaction Summary	12/18/2018	Customer Transaction Summary
Emergency Water Restriction Notice	12/18/2018	Emergency Water Restriction Notice
Notice of Penalty	12/18/2018	Notice of Penalty
Schultz Appeal	12/18/2018	Schultz Appeal
Notice of Hearing	12/18/2018	Notice of Hearing

Customer Transaction Summary

Customer Information

Account No: 0023038.2
STEVE SCHULTZ
166 EASTRIDGE CIRCLE
PACIFICA, CA 94044-

Location Information

Location No: 0023038
30672 CRAG VIEW DRIVE
DUNSMUIR, CA 96025

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
10/31/2016	F Charge	10/31/2016	691198	52	0.00	9.00	9.00
11/14/2016	Payment	CHECK			9.00	-9.00	0.00
12/31/2016	Charge	12/31/2016	693198	2000	0.00	90.00	90.00
01/13/2017	Payment	CHECK			90.00	-90.00	0.00
02/28/2017	Charge	02/28/2017	691513	0	0.00	90.00	90.00
03/09/2017	Payment	CHECK			90.00	-90.00	0.00
04/30/2017	Charge	04/30/2017	691645	132	0.00	90.00	90.00
05/10/2017	Payment	CHECK			90.00	-90.00	0.00
06/30/2017	Charge	06/30/2017	693437	1792	0.00	90.00	90.00
07/12/2017	Payment	CHECK			90.00	-90.00	0.00
08/31/2017	Charge	08/31/2017	699717	6280	0.00	115.80	115.80
09/13/2017	Payment	CHECK			115.80	-115.80	0.00
10/31/2017	Charge	10/31/2017	702817	3100	0.00	96.60	96.60
11/14/2017	Payment	CHECK			96.60	-96.60	0.00
12/31/2017	Charge	12/31/2017	702935	118	0.00	90.00	90.00
01/11/2018	Payment	CHECK			90.00	-90.00	0.00
02/28/2018	Charge	02/28/2018	703166	231	0.00	90.00	90.00
03/08/2018	Payment	CHECK			90.00	-90.00	0.00
04/30/2018	Charge	04/30/2018	703482	316	0.00	90.00	90.00
05/07/2018	Payment	CHECK			90.00	-90.00	0.00
06/30/2018	Charge	06/30/2018	709400	5918	0.00	114.00	114.00
07/16/2018	Payment	CHECK			114.00	-119.00	-5.00
08/31/2018	Charge	08/31/2018	714135	4735	-5.00	106.80	101.80
09/10/2018	Payment	CHECK			101.80	-250.00	-148.20
10/05/2018	Payment	CHECK			-148.20	-100.00	-248.20
10/23/2018	Misc - ORD				-248.20	100.00	-148.20
10/31/2018	Charge	10/31/2018	716760	2625	-148.20	94.20	-54.00
11/09/2018	Payment	CHECK			-54.00	-100.00	-154.00



Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

CSA 010023

June 8, 2018

Subject: Emergency Water Restrictions

Dear Customer:

Please be advised that water usage restrictions and a connection moratorium have been implemented in County Service Area No. 23 – Crag View Water (CSA No. 23).

Operational costs have exceeded revenues for several years. A four-year rate increase was proposed but was rejected due to a majority protest pursuant to Proposition 218. CSA No. 23 is presently insolvent and continued insolvency will eliminate the ability to provide water to CSA No. 23. On June 5, 2018, the Board of Supervisors enacted emergency regulations to control costs (Ordinance No. 742 enclosed).

Each gallon of water delivered to customers in CSA No. 23 costs more than the incremental revenue received. Consequently, the more water that the customers use, the more insolvent CSA No. 23 becomes. The current rate structure only partially recovers operating costs and does not recover depreciation costs. It is thus prudent to curtail excessive use beyond basic health and safety domestic needs while also ensuring priority of use for fire and sanitation.

The Ordinance limits water use to 300 gallons per customer per day. Penalty provisions will apply to any use in excess of this amount as detailed in the Ordinance. The Ordinance also establishes a moratorium on new water meter connections. Your compliance will be appreciated.

If you have any questions please call (530) 225-5661.

Sincerely,

A handwritten signature in cursive script, reading "Patrick J. Minturn", is written over a horizontal line.

Patrick J. Minturn, Director

PJM/ldr
Enclosure

ORDINANCE NO. 742

**AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
DECLARING A FISCAL WATER SHORTAGE EMERGENCY
AND A NECESSITY FOR A WATER CONSERVATION PROGRAM,
ADOPTING A WATER CONSERVATION PROGRAM
AND FINDING THAT THE ACTIONS ARE EXEMPT FROM
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
IN COUNTY SERVICE AREA NO. 23 – CRAG VIEW WATER**

WHEREAS, the provision of potable water supplies for domestic use is essential to health, safety and general public welfare; and

WHEREAS, a water shortage emergency condition prevails in County Service Area No. 23-Crag View Water and that the ordinary demands and requirements of water consumers cannot be satisfied under the current restraints of County Service Area No. 23-Crag View Water without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, County Service Area No. 23 - Crag View Water provides potable water to approximately 70 customers within its service area; and

WHEREAS, costs are incurred to provide potable water to customers; and

WHEREAS, County Service Area No. 23 - Crag View Water is presently insolvent; and

WHEREAS, efforts to secure an adequate funding stream to support County Service Area No. 23 - Crag View Water operations have not been successful; and

WHEREAS, County Service Area No. 23 - Crag View Water proposed a rate increase on May 15, 2018, which would have allowed it to continue to provide water service at the present level; and

WHEREAS, pursuant to article XIII C, section 6 of the California Constitution, the water users in County Service Area No. 23 - Crag View Water submitted protest ballots which constituted a majority of the users thus preventing the imposition of the new rates; and

WHEREAS, County Service Area No. 23 - Crag View Water presently incurs incremental operational and infrastructure costs in excess of incremental revenues to provide water to customers in excess of supplies which may be deemed necessary for basic health and safety minimums; and

Ordinance No. 742

June 5, 2018

Page 2 of 7

WHEREAS, operating County Service Area No. 23 - Crag View Water does not have adequate revenue to provide the current level of water service thus threatening the entire future water supply; and

WHEREAS, County Service Area No. 23 - Crag View Water is not required to provide a service which is beyond its financial ability; and

WHEREAS, the County Service Area Law embodies a State policy against the subsidization of one group of taxpayers by another; and

WHEREAS, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use, that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

WHEREAS, California Water Code section 350 provides that a public entity water supplier may declare a water shortage emergency condition exists within the area served whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, California Water Code section 351 provides that except in the event of a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a water shortage emergency declaration shall be made only after a public hearing at which consumers of such water supply shall have an opportunity to be heard to protest against the declaration and to present their respective needs to the public entity; and

WHEREAS, California Water Code section 353 provides that upon declaration of a water shortage emergency, the public entity shall thereupon adopt such regulations and restrictions on the delivery and use of water as needed in the sound discretion of the public entity and conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection; and

WHEREAS, California Water Code section 355 provides that the regulations and restrictions shall thereafter be and remain in full force and effect until the period of the emergency and until the emergency condition no longer exists; and

WHEREAS, California Water Code section 356 provides that the regulations and restrictions may include the right to deny applications for new or additional service connections, and provisions for their enforcement by discontinuing service to customers willfully violating the regulations and restrictions; and

WHEREAS, California Water Code section 357 provides that if the regulations and restrictions on delivering consumption of water adopted pursuant to California Water Code section 350 conflict with any law establishing the rights of individual consumers to receive either specific

Ordinance No. 742

June 5, 2018

Page 3 of 7

or proportionate amounts of water supply available for distribution the service area, the regulations and restrictions adopted pursuant to California Water Code section 350 shall prevail; and

WHEREAS, California Water Code sections 375 et seq. empowers the County of Shasta through County Service Area No. 23 - Crag View Water as the supplier of water to County Service Area No. 23 - Crag View Water to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, Water Code section 377 establishes that, from and after the publication of an ordinance pursuant to Water Code section 376, violation of the ordinance is a misdemeanor punishable by up to 30 days in county jail, or by a fine of up to \$1,000 or both; and

WHEREAS, Water Code section 377 establishes that any person violating this ordinance may also be subject to a civil penalty in an amount not to exceed \$10,000 in accordance with and subject to that provision as it may be amended from time to time. Civil penalties shall be:

\$100 for the first violation, and

\$175 for the second violation, and

\$250 for the third and any subsequent violation, and

\$1,000 for extraordinary situations where all of the following has occurred:

- The residential user had actual knowledge of the requirements found to be violated, and

- the conduct was intentional, and

- the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance; and

WHEREAS, notice of the time and place of this hearing of this ordinance has been provided in accordance with the applicable provisions including, but not limited to, California Water Code section 352 and Government Code section 6061; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.) (CEQA) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment as it includes regulations to protect water resources and the ability to provide water resources. Also it consists of regulations and restrictions on activities to ensure the maintenance, restoration, or enhancement of a natural resource pursuant to CEQA Guidelines 51501 (Existing Facilities), 15305 (Minor Alterations in Land Use Limitations), 13507 (Actions for Protection of Natural Resources) and 15308 (Actions for Protection of Environment), and there are no unusual circumstances under CEQA Guideline 15300.2(c); and

WHEREAS, on June 5, 2018, the County of Shasta held a public hearing to consider an ordinance adopting a water conservation program.

Ordinance No. 742

June 5, 2018

Page 4 of 7

The Board of Supervisors of the County of Shasta ordains as follows in County Service Area No. 23 – Crag View Water:

SECTION 1. Immediate Effect

This ordinance is an urgency measure and is effective immediately upon adoption.

SECTION 2. Publication

Pursuant to Water Code section 376, the County of Shasta shall publish, in accordance with Government Code section 6061, this ordinance adopting a water conservation program within 10 days after its adoption.

SECTION 3. Findings of Necessity

- (A) The Board of Supervisors finds and determines that the foregoing recitals are true and correct.
- (B) The Board of Supervisors further finds that because of fiscal insolvency within the CSA, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure the continued availability of water for human consumption, sanitation, and fire protection.
- (C) The Board of Supervisors further finds and determines that the general welfare requires that the County maximize the beneficial use of its available water resources in County Service Area No. 23 - Crag View Water to the extent that it is capable, and that the unreasonable use, or unreasonable method of use of water shall be prevented and the conservation of water is to be extended with the view to the reasonable and beneficial use thereof in the interests of the people County Service Area No. 23 - Crag View Water and for their public health, safety, and welfare.

SECTION 4. Application

Due to the unique circumstances involving the ability of County Service Area No. 23 - Crag View Water to provide the current level of water service, including demand, thus threatening the availability of water in County Service Area No. 23 - Crag View Water, it is necessary and appropriate for the Board of Supervisors to adopt, implement and enforce this water conservation program to reduce the quantity of water used within County Service Area No. 23 - Crag View Water to ensure that there is sufficient water for human consumption, sanitation, and fire protection and for the public health, safety, and welfare of the residents of County Service Area No. 23 - Crag View Water.

Ordinance No. 742

June 5, 2018

Page 5 of 7

SECTION 5. Water Use Limitations

- (A) No metered connection shall use in excess of 300 gallons per day unless a variance is granted in accordance with the terms of this ordinance.
- (B) A water consumer may apply for a variance from the maximum permitted water consumption provisions prescribed in Section 5.A. by submitting a written request for a variance to the Director of the Shasta County Department of Public Works or his/her designee ("Director"). The Director shall consider all information provided by the water consumer in determining whether a variance will be granted. The Director may, in his or her sole discretion, grant a variance from the maximum permitted water consumption provisions of Section 5 if the application of the provisions prescribed in 5.A. would constitute an extraordinary hardship. The factors which may be taken into consideration include, but are not limited to: failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance; compliance with the water conservation measures cannot be accomplished due to technical or other limitations; is necessary to avoid or mitigate a significant adverse impact on an endangered or listed protected plant, animal, or aquatic species or critical environmental feature present on the property or to maintain the traditional and natural character of a critical environmental feature; or, other limitations and alternative methods achieving the same level of reduction in water use can be implemented and are specified in the request for the variance.
- (C) If the Director grants a variance, the maximum permitted water consumption shall be as determined by the Director, and the civil penalty provisions prescribed in this Ordinance shall apply to the increased maximum permitted water consumption. The Director shall inform the water consumer seeking a variance of the decision within 30 days of the Director's receipt of the request for a variance. Service of the Director's decision shall be by first-class mail addressed to the water consumer at the address given by the water consumer in the request for a variance and shall be deemed received by the water consumer five days after the date of mailing. The water consumer may appeal the Director's decision to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Director's decision. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer seeking a variance of the BOS's of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking the variance of the BOS decision. The BOS's decision on the appeal shall be final.
- (D) Any customers whose use has been found to exceed the above-prescribed maximums during a bi-monthly billing cycle shall be subject to civil monetary penalties (Usage Penalty) in addition to the regular bi-monthly bill as follows:

\$100 for the first violation, and
\$175 for the second violation, and

Ordinance No. 742

June 5, 2018

Page 6 of 7

\$250 for the third and any subsequent violation, and

\$1,000 for extraordinary situations where all of the following has occurred:

-The residential user had actual knowledge of the requirements found to be violated, and

-the conduct was intentional, and

-the amount of water involved was substantial. "Substantial" is defined as an amount equal to, or exceeding, 10 times the Water Use Limitations set forth in Section 5 of this ordinance.

- (E) If a Usage Penalty is imposed, the water consumer may appeal the Usage Penalty to the Shasta County Board of Supervisors ("BOS") by filing an appeal. The water consumer's appeal must be received by the Clerk of the Board within 30 days of the receipt by the water consumer of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the BOS and shall inform the water consumer of the date, time and place of the hearing of the appeal and shall inform the water consumer seeking appealing the Usage Penalty of the BOS decision. The BOS's decision on the appeal shall be final.
- (F) If the BOS upholds the Usage Penalty, the water consumer may seek judicial review of that action by filing a petition for writ of mandate in accordance with Sections 1094.5 and 1094.6 of the California Code of Civil Procedure and the time limits specified therein. In addition, notwithstanding the provisions of Sections 1094.5 or 1094.6 of the California Code of Civil Procedure, within 20 days after service of this final decision of the Shasta County Board of Supervisors regarding the imposition of the Usage penalty, the water consumer may also contest the final decision and seek review by filing an appeal to be heard de novo by the Superior Court. This right to appeal is limited to the terms and conditions set out in outlined in California Government Code Section 53069.4. In the event that a copy of the notice of appeal is served in person or by first-class mail upon the Clerk of the Board for the County of Shasta by the water consumer pursuant to the appeal to the Superior Court, the time for payment shall be suspended from the date of said service until the judgment of the court is final.
- (G) Usage Penalties shall be subject to Shasta County Code section 13.12.050-Water Service-Billing.
- (H) The remedies provided for in this section are cumulative and not alternative.
- (I) Should there be any inconsistency or conflict with the penalty provisions of this ordinance and Water Code section 377, the provisions of Water Code section 377 shall control.

SECTION 6. Moratorium on New or Additional Water Service Connections

Pursuant to article XI, section 7 of the California Constitution and California Water Code sections 350 et seq, no new or additional water services connections shall be approved or established. This provision shall apply to all applications for new or additional water service connections that have not been received by the Shasta County Department of Resource Management as of the effective date of this ordinance.

Ordinance No. 742

June 5, 2018

Page 7 of 7

SECTION 7. California Environmental Quality Act

This ordinance is exempt from the California Environmental Quality Act (Public Resources Code section 21000, et. seq.)

SECTION 8. Severability

If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion or portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance in each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, senses, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 9. Adoption

This ordinance shall take effect and be in full force and effect immediately after its passage as an urgency ordinance pursuant to the provisions of Government Code sections 25123 and 25131 and Water Code section 376. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 5th day of June, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisor Moty, Kehoe, Rickert, Morgan, and Baugh

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None



LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By Misha Boss

Deputy

THIS INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST JUN 07 2018

CLERK OF THE BOARD

Supervisors of the County of Shasta, State of California

BY: Misha Boss



Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

November 9, 2018

CSA 010023

STEVE SCHULTZ
166 Eastridge Circle
Pacifica CA 94044

Subject: CSA #23-Crag View Water Usage Penalty, Account #0023038.2

Dear STEVE SCHULTZ:

On June 5, 2018, the Board of Supervisors adopted Ordinance No. 742. This Ordinance limited customer use to 300 gallons per day (or as approved by variance). In the September/October billing period, your household used 19,636 gallons which exceeded your allotment. As a second violation under the Ordinance, a usage penalty of \$175 has been applied.

You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

If you prefer not to appeal, please remit payment to:

Department of Public Works – CSA Division
CSA #23-Crag View Water
1855 Placer Street
Redding, CA 96001

If you have any questions, please call (530) 225-5571.

Sincerely,

Patrick J. Minturn, Director

By

A blue ink signature of Ken Cristobal, written over a horizontal line.

Ken Cristobal
Deputy Director – Administration

KDC/ldr

November 26, 2018

Shasta County
Department of Public Works – CSA Division
CSA #23 – Crag View Water
1855 Placer Street
Redding, CA 96001-1759

To Whom It May Concern,

RE: CSA # 23 - Crag View Water Usage Penalty, Account #0023038.2

I'm writing this letter to appeal the harassing letters I am receiving regarding over usage of water for my vacation property at 30672 Crag View in Dunsmuir. The impossible gallons you claim I am using, 19,636, is preposterous! Due to the Delta Fire, my family and I were not able to access this property and therefore only spent a total of 7 days at this property in September and October. Our electricity bill reflects our time spent at this property, which is proof. Also, on the last phone call that I had with someone in your office, I requested that our meter be re-checked for a faulty reading. I have yet to hear from someone if this has even been done.

Where the problem lies in this situation is your lack of evidence on the exact dates and time the water is being used. This is the second harassing notice I received this year and what I am finding is that you are extorting money from innocent homeowners. I demand a hearing from you where you can prove that I am in fact using this much water.

Another issue, and I'm cc'ing our District 4 Supervisor, Steve Morgan, regarding the county's lack of concern for squatters that are living free and clear at 30660 Crag View. This abandoned lot has back taxes and is owned by the state; however, squatters are most likely stealing my water and I'm getting the fines! So you may want to send your fine letters to the state.

I've turned my water off at the end of October and will now lock my water box because I refuse to pay these outrageous fines!

So have the Clerk of the Board set this matter up for hearing before the Board of Supervisors, but you better come prepared with an outlined proof of my water usage.

I will be consulting with California Water Boards State Water Resources Control Board.

Sincerely,

Steve Schultz
166 Eastridge Circle
Pacifica, CA 94044
650.826.0369

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Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

November 9, 2018

CSA 010023

STEVE SCHULTZ
166 Eastridge Circle
Pacifica CA 94044

Subject: CSA #23-Crag View Water Usage Penalty, Account #0023038.2

Dear STEVE SCHULTZ:

On June 5, 2018, the Board of Supervisors adopted Ordinance No. 742. This Ordinance limited customer use to 300 gallons per day (or as approved by variance). In the September/October billing period, your household used 19,636 gallons which exceeded your allotment. As a second violation under the Ordinance, a usage penalty of \$175 has been applied.

You may appeal the Usage Penalty to the Shasta County Board of Supervisors by filing a written appeal. The water consumer's written appeal must be received by the Clerk of the Board (1450 Court St., Suite 308B, Redding, CA 96001-1673) within 30 days of the date of the Usage Penalty. The Clerk of the Board shall set the matter for hearing before the Board of Supervisors and shall inform the water consumer of date, time and place of the hearing of the appeal and shall inform the water consumer seeking the appeal of the decision of the Board of Supervisors. The decision of the Board of Supervisors shall be final and conclusive.

If you prefer not to appeal, please remit payment to:

Department of Public Works – CSA Division
CSA #23-Crag View Water
1855 Placer Street
Redding, CA 96001

If you have any questions, please call (530) 225-5571.

Sincerely,

Patrick J. Minturn, Director

By

A blue ink signature of Ken Cristobal, written over a horizontal line.

Ken Cristobal
Deputy Director – Administration

KDC/ldr

only note on account.

Notes Report

Limited to Date Range: / / through 11/28/2018

Limited to Individual: 0023038.2

Sorted by Account Number

Account No.	Location No	Customer Name	Date	Category	Subject	Print On Bill
0023038.2	0023038	STEVE SCHULTZ	01/18/2017	ACCOUNT NOTE	Meter Reading	No

Note: Steve called regarding his bill. Inquired about his current reading. This is a vacation home, only goes there approx 1x per mo. Explained the minimum reading due to weather and will adjust reading once snow clears. Verified current phone #. Did state he had a broken pipe, but he had the water off at the meter.

This is the
only note on file
& attached to
his summary -

Customer Transaction Summary

Customer Information

Account No: 0023038.2
 STEVE SCHULTZ
 166 Eastridge Circle
 Pacifica, CA 94044-

Location Information

Location No: 0023038
 30672 Crag View Drive
 Dunsmuir, CA 96025

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
10/31/2016	F Charge	10/31/2016	691198	52	0.00	9.00	9.00
11/14/2016	Payment	CHECK			9.00	-9.00	0.00
12/31/2016	Charge	12/31/2016	693198	2000	0.00	90.00	90.00
01/13/2017	Payment	CHECK			90.00	-90.00	0.00
02/28/2017	Charge	02/28/2017	691513	0	0.00	90.00	90.00
03/09/2017	Payment	CHECK			90.00	-90.00	0.00
04/30/2017	Charge	04/30/2017	691645	132	0.00	90.00	90.00
05/10/2017	Payment	CHECK			90.00	-90.00	0.00
06/30/2017	Charge	06/30/2017	693437	1792	0.00	90.00	90.00
07/12/2017	Payment	CHECK			90.00	-90.00	0.00
08/31/2017	Charge	08/31/2017	699717	6280	0.00	115.80	115.80
09/13/2017	Payment	CHECK			115.80	-115.80	0.00
10/31/2017	Charge	10/31/2017	702817	3100	0.00	96.60	96.60
11/14/2017	Payment	CHECK			96.60	-96.60	0.00
12/31/2017	Charge	12/31/2017	702935	118	0.00	90.00	90.00
01/11/2018	Payment	CHECK			90.00	-90.00	0.00
02/28/2018	Charge	02/28/2018	703166	231	0.00	90.00	90.00
03/08/2018	Payment	CHECK			90.00	-90.00	0.00
04/30/2018	Charge	04/30/2018	703482	316	0.00	90.00	90.00
05/07/2018	Payment	CHECK			90.00	-90.00	0.00
06/30/2018	Charge	06/30/2018	709400	5918	0.00	114.00	114.00
07/16/2018	Payment	CHECK			114.00	-119.00	-5.00
08/31/2018	Charge	08/31/2018	714135	4735	-5.00	106.80	101.80
09/10/2018	Payment	CHECK			101.80	-250.00	-148.20
10/05/2018	Payment	CHECK			-148.20	-100.00	-248.20
10/23/2018	Misc - ORD				-248.20	100.00	-148.20
10/31/2018	Charge	10/31/2018	716760	2625	-148.20	94.20	-54.00
11/09/2018	Payment	CHECK			-54.00	-100.00	-154.00

166 EAST RIDGE DR
PACIFICA CA 94044

CERTIFIED MAIL®



7018 2290 0000 1474 7963



1000

96001-1770

U.S. POSTAGE PAID
FCM LETTER
PACIFICA, CA
94044
NOV 26, 18
AMOUNT

\$3.95

R2305H130016-17

DEPARTMENT OF PUBLIC WORKS CSA
CSA#23 - Crag View Water
18 SS PLACER ST.

RECEIVED
NOV 28 2018
PACIFICA, CA 94044

PUBLIC WORKS

96001-175999





SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS
A DIVISION OF THE ADMINISTRATIVE OFFICE
LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

1450 COURT STREET, SUITE 308B
REDDING, CALIFORNIA 96001
VOICE (530) 225-5550
TOLL FREE IN NORTH STATE (800)479-8009
FAX (530) 225-5189

December 17, 2018

Steve Schultz
166 Eastridge Circle
Pacifica, CA 94044

Re: **NOTICE OF HEARING – APPEAL OF IMPOSITION OF WATER PENALTY**
Board of Supervisors January 8, 2019 Meeting and CSA No. 23 Penalty Appeal Hearing

Dear Mr. Schultz:

This letter will serve as notice of the setting of the hearing date of your County Service Area (CSA) No. 23 water bills penalty due process appeal hearing. Your hearing will be held as follows:

Date: January 8, 2019
Time: 9:00 a.m., or as soon thereafter as may be heard
Location: Shasta County Administration Building
1450 Court Street, Redding, California, Room 263 (Board Chambers)

The Board will hold a public hearing on this matter. After the County presents its evidence regarding your water use and civil penalty, you will be allocated five minutes to address the Board in support of your position regarding the imposition of your water bill penalty. You may bring and present copies of written materials. Please bring 10 copies of each document you plan to present to the Board and deliver them to the Clerk of the Board before the meeting or during the hearing. At the conclusion of the hearing, the decision of the Board shall be final and conclusive. The Clerk of the Board will mail you a copy of the Board's final decision.

Please be advised that failure to appear at the hearing or to raise any issue before the Board of Supervisors may result in you waiving your appeal rights or the waiver of your right to have the Board of Supervisors consider a particular issue.

The staff report to the Board regarding the CSA 23 penalty appeals will be available on the internet at (https://www.co.shasta.ca.us/index/bos_index/bos_agenda/current-agenda) and at the office of the Clerk of the Board no later than 5:00 p.m. on January 4, 2019.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Williams".

Mary Williams
Chief Deputy Clerk of the Board

**PROOF OF SERVICE
DECLARATION UNDER PENALTY OF PERJURY**

I, Mary Williams, declare:

I am over the age of 18 and not a party to this matter. I am an employee of the County of Shasta where the mailing took place.

On December 17, 2018, I served the documents listed below by placing them in an envelope and placing the envelope for collection and mailing following our ordinary business practices. I am familiar with the County's business practices for collecting and processing correspondence for mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

DOCUMENT(S):

Notice of Hearing for Steve Schultz
CSA No. 23 Crag View Water Usage Penalty

The envelopes were addressed and mailed to:

Steve Schultz
166 Eastridge Circle
Pacifica, CA 94044

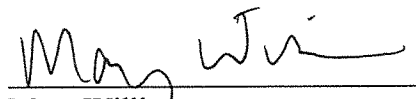
Received an electronic copy:

David Yorton, Senior Deputy County Counsel
Shasta County Counsel

Pat Minturn, Director
Shasta County Public Works

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Redding, California this 17th day of December, 2018.



Mary Williams
Chief Deputy Clerk of the Board