



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 29, 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: Pastor Paul Schmidt, Liberty Hill Christian Church

Pledge of Allegiance: Supervisor Morgan

REGULAR CALENDAR

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

BOARD MATTERS

R 1 Board Matters

Adopt a proclamation which designates the week of January 27 through February 2, 2019, as Coroner and Medicolegal Death Investigator Appreciation Week.

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 Auditor-Controller

Approve and authorize the Chairman to sign an amendment effective date of signing, to the agreement with CliftonLarsonAllen, LLP to update the Consultant and notices section for annual Shasta County audit services, retaining the maximum compensation of \$88,135 for Fiscal Years 2018-19 and 2019-20 and term of July 1, 2015 through June 30, 2021.

No Additional General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Approve the minutes of the meeting held on January 15, 2019, as submitted.

No General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Appoint Francie Sullivan to the Shasta Public Libraries Citizens Advisory Committee for a term to expire November 30, 2022.

No General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 4 Health and Human Services Agency-Adult Services

Take the following actions: (1) Approve the Driving-Under-the-Influence (DUI) Program Needs Assessment prepared by the Health and Human Services Agency (HHSA) which concludes there is no current need for an additional DUI Program in Shasta County effective January 1, 2019; (2) direct HHSA to conduct a review of the DUI Program every five years to monitor trends in population, DUI arrest and conviction rates, and program enrollment data to determine when criteria might be met for a new DUI Program; and (3) direct the HHSA to notify potential DUI Program providers when the criteria are met for a new DUI Program in Shasta County.

No Additional General Fund Impact

Simple Majority Vote

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

Adopt a salary resolution, effective February 3, 2019, which amends the Shasta County Position Allocation List to delete 1.0 Full-Time Equivalent (FTE) Agency Staff Services Analyst I/II and add 1.0 FTE Staff Services Analyst I/II in the Health Services – Mental Health Services Act (MHSA) budget.

No Additional General Fund Impact

Simple Majority Vote

C 6 Housing and Community Action Programs

Adopt a resolution which: (1) Supports participation in the U.S. Census 2020 by appointing the Department of Housing and Community Action Programs as the lead agency; and (2) authorizes the County Executive Officer, or his/her designee, to sign the Opt-in Letter and the California Complete Count 2020 Office Outreach Agreement to accept state funds in an amount not to exceed \$100,000 to conduct outreach activities to promote participation in the U.S. Census 2020 for Shasta County, as long as the agreement otherwise complies with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact

Simple Majority Vote

C 7 Housing and Community Action Programs

Approve and authorize the Chairman to sign a retroactive agreement with Plumas Crisis Intervention Resource Center in an amount not to exceed \$56,661 to provide short-term housing assistance in Plumas County for the period July 1, 2018 through June 30, 2019.

No Additional General Fund Impact**Simple Majority Vote****REGULAR CALENDAR, CONTINUED****GENERAL GOVERNMENT****R 2 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****ADJOURN****REMINDERS**

Date:	Time:	Event:	Location:
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 Scheduled	Board Chambers
02/14/2019	2:00 p.m.	Planning Commission Meeting	Board Chambers
02/19/2019		No Board of Supervisors Meeting Scheduled	
02/26/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 29, 2019

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Proclamation for Coroner and Medicolegal Death Investigator Appreciation Week.

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Lt. Gene Randall (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 proclamation which designates the week of January 27 through February 2, 2019, as Coroner and Medicolegal Death Investigator Appreciation Week.

SUMMARY

Adoption of the proclamation will provide recognition for those considered as *Last Responders*.

DISCUSSION

The week in which January 29th falls was chosen as National Coroner and Medicolegal Death Investigator Week as this is the date Thomas Baldrige, a Maryland colony resident, was appointed by King Charles I as the first coroner in what is now the United States.

Death investigators perform a critical and often overlooked function in our society. Deputy Coroner Investigators respond to a variety of calls; seven days a week, 24 hours a day, 365 days a year. The Shasta County Coroner's Office primary mission is to conduct complete and objective medicolegal investigations of unattended, violent, unexpected, and suspicious deaths in order to determine the cause, manner and circumstances of death. This duty is of the utmost importance to the family member of the deceased individual(s), the safety of our community, and the pursuit of justice.

The Shasta County Coroner's Office utilizes four Deputy Coroner Investigators (DCI), responsible for covering all of Shasta County which is over 3,800 square miles. The DCI work closely with the Redding Police Department, Anderson Police Department, Cal FIRE, California Highway Patrol, Shasta County Sheriff's Office, and local funeral homes.

In addition to death investigation work, a DCI is also trained in and receives assigned duties such as collecting tissue and toxicology samples, and providing hands-on assistance to the Forensic Pathologist.

In 2017, the Coroner's office investigated a total of 948 deaths, 339 of which were deemed to be Coroner's cases which

require extensive investigation. Of the remaining 609 cases, 596 of those were deemed *Information* cases, which often require a limited investigation, service to the family, inquiries sent to local physicians and health care facilities, and mortuaries. During 2017, the Coroner’s Office also provided assistance to Trinity County including autopsies, pathology related issues and general information. Sheriff Saxon of Trinity County writes “the staff at your Coroner’s Division is second to none”.

In 2018, Shasta County was impacted by three major wildfires, the largest of which was the Carr Fire. The Coroner’s Office responded to loss of life situations including their deceased comrades. Later in 2018, when Butte County was hit by the catastrophic Camp Fire, our Coroner’s Office promptly deployed two DCI’s to Butte County and they spent two weeks in the wake of the aftermath to help identify victims and bring closure to the families.

Of particular note is the role the Coroner’s Office played in honoring our local fallen firefighters. It is emotionally devastating for the community at large when one of our own First Responders dies in the line of fire; the particular devastation endured by our *Last Responders* (i.e. Deputy Coroner Investigators) when tasked with the honorable care of their deceased comrades, those with whom they have laughed and worked -- is a trauma not easily seen nor considered, but certainly takes its toll on the men and women who have honorably served as Deputy Coroner Investigators.

We are appreciative of the dedicated group of *Last Responders*, aka the staff at the Coroner’s Office, for the manner in which they complete their task.

ALTERNATIVES

The Board may choose not to adopt this proclamation.

OTHER AGENCY INVOLVEMENT

The Recommendation has been reviewed by the County Administrative Office.

FINANCING

Minimal costs associated with processing this proclamation are included in the Sheriff's Office Adopted Budget. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Coroner's Appreciation Week Proclamation	1/22/2019	Coroner's Appreciation Week Proclamation

Shasta County Board of Supervisors Proclamation

Coroner and Medicolegal Death Investigator Appreciation Week

January 27, 2019 through February 2, 2019

WHEREAS, the Shasta County Coroner's Office provides a necessary and often overlooked function in our community and to the communities surrounding Shasta County;

WHEREAS, the Shasta County Coroner's Office investigated 948 deaths in 2017 and responded to each with compassion and professionalism; and

WHEREAS, the Shasta County Coroner's Office responded and provided support to the community suffering from the devastation and loss of life suffered in the Carr Fire and to Butte County during the catastrophic Camp Fire;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Shasta hereby proclaims the week of January 27, 2019, through February 2, 2019, as **Coroner and Medicolegal Death Investigator Appreciation Week** in Shasta County and urges every citizen to take this time to consider the *Last Responders* and the difficult task they face daily in our community.

Leonard Aloty, Chairman

January 29, 2019

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 29, 2019

CATEGORY: Consent - General Government-1.

SUBJECT:

First Amendment to the Agreement between the County of Shasta and Gallina, LLP (as assumed by CliftonLarsonAllen, LLP) for Annual Shasta County Audit Services.

DEPARTMENT: Auditor-Controller

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Sam Osborne (530) 245-6664

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment effective date of signing, to the agreement with CliftonLarsonAllen, LLP to update the Consultant and notices section for annual Shasta County audit services, retaining the maximum compensation of \$88,135 for Fiscal Years 2018-19 and 2019-20 and term of July 1, 2015 through June 30, 2021.

SUMMARY

DISCUSSION

Shasta County entered into an agreement on June 9, 2015 with Gallina LLP to provide annual audit services for Shasta County. Effective January 1, 2017, CliftonLarsonAllen LLP assumed all rights, duties, and obligations from Gallina LLP in regards to providing these annual audit services to Shasta County.

ALTERNATIVES

No alternatives as Gallina LLP is no longer an entity.

OTHER AGENCY INVOLVEMENT

FINANCING

There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Gallina Contract	1/8/2019	Gallina Contract
Gallina Merge Letter	1/8/2019	Gallina Merge Letter

max: Per FY

**PERSONAL SERVICES AGREEMENT BETWEEN COUNTY OF SHASTA
AND GALLINA LLP,
FOR ANNUAL SHASTA COUNTY AUDIT SERVICES**

THIS AGREEMENT is entered into between County of Shasta, a political subdivision of the State of California ("County") and GALLINA LLP, Certified Public Accountants ("Consultant"), for the purpose of providing the annual Shasta County audit.

WHEREAS, the Board of Supervisors of County is required pursuant to Government Code Section 25250, to make an annual examination of the financial records and accounts of offices managing, collecting or distributing funds; and

WHEREAS, in connection with the requirements of Government Code Sections 25250 and section 25253, the Board of Supervisors may employ the services of an independent certified public accountant or licensed public accountant to perform an examination of the financial statements in accordance with generally accepted auditing standards; and

WHEREAS, Consultant is comprised of certified public accountants licensed by the State of California who possess the experience, skill and expertise to perform the financial examinations required by both County and Grand Jury,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is **MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS**:

1. RESPONSIBILITIES OF CONSULTANT

A. Fiscal Year 2015-2016

1. Consultant shall perform an audit of the County's fiscal year financial statements for County, pursuant to the scope of work as listed in Exhibit A, attached and incorporated herein for reference ("Exhibit A"), for fiscal year 2015-2016 in accordance with generally accepted auditing standards.
2. Following the completion of the audit of the 2015-2016 fiscal year's financial statements, the Consultant shall issue the reports identified in Section 1.F of this Agreement to the County no later than December 31, 2016.

B. Fiscal Year 2016-2017

1. Consultant shall perform an audit of the County's fiscal year financial statements for County, pursuant to Exhibit A, for fiscal year 2016-2017 in accordance with generally accepted auditing standards.
2. Following the completion of the audit of the 2016-2017 fiscal year's financial statements, the Consultant shall issue the reports identified in Section 1.F of this Agreement to the County no later than December 31, 2017.

C. Fiscal Year 2017-2018

1. Consultant shall perform an audit of the County's fiscal year financial statements for County, pursuant to Exhibit A, for fiscal year 2017-2018 in accordance with generally accepted auditing standards.
2. Following the completion of the audit of the 2017-2018 fiscal year's financial statements, the Consultant shall issue the reports identified in Section 1.F of this Agreement to the County no later than December 31, 2018.

D. Fiscal Year 2018-2019

1. Consultant shall perform an audit of the County's fiscal year financial statements for County, pursuant to Exhibit A, for fiscal year 2018-2019 in accordance with generally accepted auditing standards.
2. Following the completion of the audit of the 2018-2019 fiscal year's financial statements, the Consultant shall issue the reports identified in Section 1.F of this Agreement to the County no later than December 31, 2019.

E. Fiscal Year 2019-2020

1. Consultant shall perform an audit of the County's fiscal year financial statements for County, pursuant to Exhibit A, for fiscal year 2019-2020 in accordance with generally accepted auditing standards.
2. Following the completion of the audit of the 2019-2020 fiscal year's financial statements, the Consultant shall issue the reports identified in Section 1.F of this Agreement to the County no later than December 31, 2020.

F. Reports

Following completion of the audit of each fiscal year's financial statements in accordance with the terms and conditions of this Agreement, Consultant shall issue the following reports:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the Consultant's understanding of the control structure and assessment of control risk.
3. A report on compliance with applicable laws and regulations.

4. An "in-relation-to" on the schedule of federal financial assistance.
 5. A report on the internal control structure used in administering federal financial assistance programs.
 6. A report on compliance with laws and regulations related to major and non-major federal financial assistance programs. This report should include an opinion on compliance with specific requirements applicable to major federal financial assistance programs, a report on compliance with general requirements applicable to major federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal financial assistance program transactions tested.
 7. A report to the County Treasury Oversight Committee on County Treasury's compliance with Government Code Article 6, section 27133 – County Investment Policy.
 8. A report on the assets in the County Treasury including an opinion whether the Treasurer's statement of assets is presented fairly and in accordance with Generally Accepted Accounting Principles (GAAP) in compliance with Government Code section 26920(b).
 9. A report on the Shasta Joint Powers Financing Authority.
 10. A report on Transportation Development Act funds
- G. Consultant shall make up to 20 hours of employee time available each fiscal year to the Shasta County Grand Jury to answer questions about audit procedures and the County's financial reports.
- H. 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. The agreement and subcontract dollar amounts shall be contained in a separate section 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 contract amount represents compensation for multiple documents or written reports.
- I. Consultant shall provide to the County the name and qualifications of the employee entrusted with supervision of the services rendered. The employee will not be reassigned without the consent of the County.

2. RESPONSIBILITIES OF COUNTY

County shall compensate Consultant as set forth in section 3 of this agreement and shall monitor Consultant's performance. County shall make available to Consultant those documents and information requested by Consultant to perform the services required by this agreement.

3. COMPENSATION

Consultant shall be compensated for services satisfactorily performed pursuant to this agreement as follows:

Fiscal year 2015-2016	\$ 83,850
Fiscal year 2016-2017	\$ 85,960
Fiscal year 2017-2018	\$ 88,135
Fiscal year 2018-2019	\$ 88,135
Fiscal year 2019-2020	\$ 88,135

4. BILLING AND PAYMENT

Consultant shall submit to County within five days after completion of the services described in section 1 for each fiscal year, an itemized statement of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement.

5. TERM OF AGREEMENT

The initial term of this agreement shall commence on July 1, 2015 and continue until June 30, 2021. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall terminate as of December 31st of the last fiscal year. 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.

6. TERMINATION OF AGREEMENT

- A. If Consultant materially fails to perform audit duties to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner obligations 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 and the Grand Jury. County shall pay consultant for all work satisfactorily completed as of the date of notice.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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 except for the agreement between Consultant and County effective April 9, 2013 and ending June 30, 2016, as amended, relating to services provided by Consultant for prior fiscal years. 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 shall be effective unless in writing and signed by the parties.
- 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.

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.

19. NOTICES

- A. Except as provided in Section 6.C of this agreement (oral notice of termination due to insufficient funding), any notice required or permitted pursuant to the terms and provisions of this agreement shall be in writing and shall be sent either personally or by first-class mail to the following addresses:

If to County: Lawrence G. Lees
County Executive Officer
Shasta County Administrative Office
1450 Court Street, Suite 308
Redding, CA 96001

If to Consultant: Brad W. Constantine, CPA, CFE, CVA
Partner
GALLINA LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678-5418

- B. Notice shall be deemed given: (1) upon personal delivery; or (2) two days after mailing. 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.

20. AGREEMENT PREPARATION.

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that no Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code

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.*

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.

23. 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 the agreement.

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

25. 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 their obligations under this agreement.

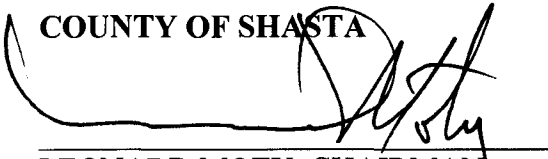
26. SEVERABILITY

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

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.

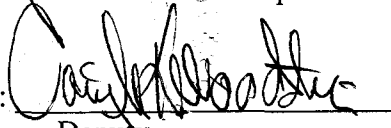
Date: 6/9/15

COUNTY OF SHASTA


LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta, State of California

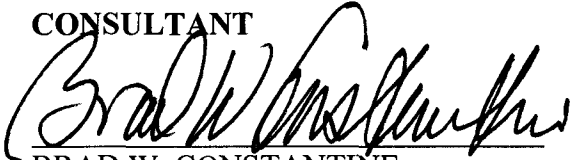
ATTEST
LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: 
Deputy


Date: MAY 28 2015

CONSULTANT


BRAD W. CONSTANTINE
Partner
Tax I.D.#: 20-5171216

94-2147510

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


By: Rubin E. Cruse, Jr.
County Counsel
David M. Yorton, Jr.
Senior Deputy County Counsel
RISK MANAGEMENT APPROVAL

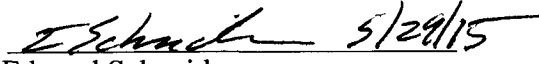
By:  5/29/15
Edward Schneider
Risk Management Analyst II

Exhibit A



March 27, 2015

Mr. Brian Muir
Auditor-Controller
County of Shasta
1450 Court Street, Room 238
Redding, CA 96001-1671

Mr. Muir:

We are pleased to confirm our understanding of the services we are to provide County of Shasta for the fiscal years ending June 30, 2016, 2017, and 2018 with an option of renewal for the two (2) subsequent years. We ask that you either confirm or amend that understanding.

We will audit the financial statements of the governmental activities, the business type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of County of Shasta as of and for the fiscal years ending June 30, 2016, 2017, 2018 and the optional two (2) subsequent years. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Shasta's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to County of Shasta's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Schedule of funding progress – Pension and other post-employment benefits

We have also been engaged to report on supplementary information other than RSI that accompanies the County of Shasta's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial

Exhibit A (continued)

statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining and individual fund statements

We will also provide an opinion on the Schedule of Expenditure of Federal Awards in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Exhibit A (continued)

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Supervisors of the County of Shasta. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also

Exhibit A (continued)

responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary

Exhibit A (continued)

confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County of Shasta's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of County of Shasta's major programs. The purpose of these procedures will be to express an opinion on County of Shasta's compliance with requirements

Exhibit A (continued)

information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct

Exhibit A (continued)

applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The County of Shasta is responsible for providing us with information to determine major federal award programs at least four weeks prior to field work. Sometimes a major program that should have been audited was not because this information was not provided timely as requested or the information provided was not accurate. If for some reason this should occur, GALLINA LLP and the County of Shasta will mutually revise the fee to include the additional time and costs needed to audit the missed program.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

At the conclusion of the engagement, we will provide bound copies, unbound copies and electronic copies in portable document format (PDF) of all reports in the quantities you have designated. However, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of GALLINA LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of

Exhibit A (continued)

any such request. If requested, access to such audit documentation will be provided under the supervision of GALLINA LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The parties agree that any controversy or claim arising out of or relating to the services provided pursuant to this engagement letter agreement shall be determined by arbitration in accordance with the applicable Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association; and judgment on the award rendered by the arbitrator(s) may be rendered in any court of competent jurisdiction.

Brad Constantine is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be as follows:

Task	Cost for Fiscal Year Ending June 30,				
	2016	2017	2018	2019	2020
Audit of County's financial statements and Schedule of federal award expenditures and major program testing in accordance with Single Audit Act	\$ 70,350	\$ 72,460	\$ 74,635	\$ 74,635	\$ 74,635
Appropriations Limit Calculation	-0-	-0-	-0-	-0-	-0-
Report on the Shasta Joint Powers Financing Authority	3,000	3,000	3,000	3,000	3,000
Treasury Oversight Committee compliance review	3,000	3,000	3,000	3,000	3,000
TDA Funds audit	7,500	7,500	7,500	7,500	7,500
Total	\$ 83,850	\$ 85,960	\$ 88,135	\$ 88,135	\$ 88,135

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The County of Shasta is responsible for providing us with information to prepare addendum letters in response to formal requests from Federal or State agencies to update information in the Single Audit report. If we are asked to prepare an addendum letter, GALLINA LLP and the County of Shasta will mutually agree on the fee to include the additional time and costs needed to prepare the addendum letter.

Exhibit A (continued)

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review accompanies this letter.

We appreciate the opportunity to be of service to the County of Shasta and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return to us.

Very truly yours,



GALLINA LLP

RESPONSE:

This letter correctly sets forth the understanding of County of Shasta.

By: _____

Title: _____

Date: _____

Exhibit A (continued)



HANSEN, BARNETT & MAXWELL, P.C.
Certified Public Accountants

SYSTEM REVIEW REPORT

November 29, 2012

To the Partners
Gallina LLP
and the peer review committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Gallina LLP (the firm) in effect for the year ended May 31, 2012. Our review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of performing and reporting in conformity with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitation of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Gallina LLP in effect for the year ended May 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Gallina LLP has received a peer review rating of *pass*.

A handwritten signature in dark ink, which appears to read "Hansen, Barnett & Maxwell, P.C.", is written over a horizontal line.



Registered with the Public Company
Accounting Oversight Board

5 Triad Center, Suite 750, Salt Lake City, Utah 84180-1128
TEL 801-532-2200 FAX 801-532-7944 www.hbmcpas.com

ADDING VALUE | NOT COMPLEXITY

FY 16/17

VENDOR NAME	VENDOR ID	ADDR CODE	CONTRACT START DATE	CONTRACT EXPIRATION DATE
GALLINA LLP	VEND002386	01	7/1/2015	6/30/2021

	DESCRIPTION (SCOPE OF SERVICE TO BE PROVIDED)	GL		PL		\$\$ AMOUNT (TO ENCUMBER)	FY TO ENC IN (10/11, 11/12, DO NOT ENCUMBER, ETC)
		COST CENTER	ACCOUNT	PROJECT CODE	ACTIVITY CODE		
1	Professional auditing services-County FY 2015-16	17300	034806			76,350.00	16/17
	Professional auditing services Shasta Transportation Dev Act Funds for FY 2015-16	00210	034800			7,500.00	16/17
2	Professional auditing services-County FY 2016-17	17300	034806			78,460.00	17/18
	Professional auditing services Shasta Transportation Dev Act Funds for FY 2016-17	00210	034800			7,500.00	17/18
3	Professional auditing services-County FY 2017-18	17300	034806			80,635.00	18/19
	Professional auditing services Shasta Transportation Dev Act Funds for FY 2017-18	00210	034800			7,500.00	18/19
4	Professional auditing services-County FY 2018-19	17300	034806			80,635.00	19/20
	Professional auditing services Shasta Transportation Dev Act Funds for FY 2018-19	00210	034800			7,500.00	19/20
5	Professional auditing services-County FY 2019-20	17300	034806			80,635.00	20/21
6	Professional auditing services Shasta Transportation Dev Act Funds for FY 2019-20	00210	034800			7,500.00	20/21

NOTE: Total must equal total contract amount

434,215.00 TOTAL



GALLINA LLP is joining CLA

We are excited to share that GALLINA LLP will join CliftonLarsonAllen LLP (CLA) effective January 1, 2017.

CLA is a professional services firm with a long 60 year history serving governmental entities, agribusiness, construction, financial institutions, dealership, employee benefit plans, and much more. The combined firms will deliver **integrated wealth advisory, outsourcing, and public accounting capabilities** to help clients succeed professionally and personally.

With more than 1,800 CPAs on staff, serving over 150,000 clients from more than 100 locations across the country, CLA is honored as a "Best Places to Work" organization while ranked as the 9th largest firm in the United States by Inside Public Accounting.

What does this mean for you?

Joining CLA means we can offer expanded services and capabilities when you need it – while retaining the quality of service and approach we have always delivered. GALLINA has audited 39 of the Counties in California. CLA brings even more governmental audit experience, including numerous special districts, cities, counties and states. This now gives us the resources to audit any governmental entities in California.

Will our communication with you change?

You will continue with the same people as you do today. Call, stop by, or email and you will receive the same personal touch you have in the past.

Will our name and external communications change?

You will see the presence of both GALLINA and CLA logos for several months as we make everyone aware that GALLINA is joining the CLA team.

We believe the best way to serve you is with the combined firm that acts small but has the benefit of deep resources. Together we have one simple objective – help clients build value and create success for themselves and those around them. Expanding our team and experience reinforces that commitment.

All told, this transition should feel easy for you, and deliver new benefits. Our firm's combination offers a professional services team delivering integrated wealth advisory, outsourcing, and public accounting capabilities – we think you'll like what you see.

You are the reason for our success; thank you. We look forward to serving you long into the future. Please don't hesitate to reach out with any questions.

Sincerely,

Your CLA Government Audit Team

Brad W. Constantine

Elba Zuniga

Richard Gonzalez

Jeffrey Peek

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 29, 2019

CATEGORY: Consent - General Government-2.

SUBJECT:

Draft 1/15/19 minutes.

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

Approve the minutes of the meeting held on January 15, 2019, as submitted.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description	Upload Date	Description
Draft 1-15-19 Minutes	1/22/2019	Draft 1-15-19 Minutes

January 15, 2019

1

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, January 15, 2019

REGULAR MEETING

9:00 a.m.: Chairman Moty called the Regular Session of the Board of Supervisors to order on the above date with the following present:

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

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

INVOCATION

Invocation was given by Pastor Jerry Thomas, Anderson Valley Christian Center.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

JANUARY 2019 EMPLOYEE OF THE MONTH
HEALTH AND HUMAN SERVICES AGENCY
CLINICAL PROGRAM COORDINATOR, JUSTINA LARSON

RESOLUTION NO. 2019-010

At the recommendation of Health and Human Services Deputy Branch Director Megan Dorney, and by motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors adopted Resolution No. 2019-010 which recognizes Shasta County Health and Human Services Agency, Clinical Program Coordinator, Justina Larson as Shasta County's Employee of the Month for January 2019.

(See Resolution Book No. 62)

PRESENTATIONSCERTIFICATES OF RECOGNITION
GOOD SAMARITANS

Supervisor Rickert presented certificates of recognition to residents of Shasta County who lent heroic assistance during a tragic vehicle accident in eastern Shasta County in October 2018.

SHASTA REGIONAL COMMUNITY FOUNDATION
COMMUNITY DISASTER RELIEF FUND

Shasta Regional Community Foundation Chief Executive Officer Kerry Caranci gave a presentation regarding the Community Disaster Relief Fund.

In response to questions by Supervisor Baugh, Ms. Caranci stated that Shasta Regional Community Foundation offered families who were victims of the Carr Fire fun activities over the holiday season, to try to bring some normality back. The foundation has also assisted with erosion control.

In response to questions by Supervisor Rickert, Ms. Caranci explained the Foundation has communicated with several departments within the County regarding various ways that the foundation can assist. Assisting with rebuilding the community is the goal.

In response to questions by Supervisor Moty, Ms. Caranci stated that several groups have collaborated to get large projects such as replacing telephone poles funded. If survivors of the Carr Fire are in need, she suggested they contact the Salvation Army and 2-1-1.

In response to questions by Supervisor Baugh, Ms. Caranci explained that the staff at Shasta Regional Community Foundation are professionals and it is their job to be good stewards of the donated funds.

January 15, 2019

3

PUBLIC COMMENT PERIOD - OPEN TIME

William Gilbert spoke regarding his experiences with Shasta County staff.

Kim Moore spoke regarding an issue she is experiencing with an employee of Shasta County.

James A. Rankin spoke regarding his experience with the County Recorder's office and mining fees due to Senate Bill 2.

Mike Russell spoke about the restrictions SB2 has put on small-scale miners, which have resulted in many mining claims going by the way side.

Monique Welin spoke regarding people overcoming struggles.

Jake Mangas spoke regarding positive experiences with the Resource Management Department and within the Community.

CONSENT CALENDAR

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

Received and approved the Chairman's appointments and liaison assignments for the calendar year 2019 as follows:

Supervisor Chimenti, District 1

County Functional Area – Administration of Justice
Air Pollution Control Board, Alternate
Airport Land Use Commission (ALUC), Alternate
Community Action Board (CAB)
Community Corrections Partnership (Advisory Board)
California State Association of Counties (CSAC), Alternate
CSAC Policy Committee, Health and Human Services
Emergency Food and Shelter Program (EFSP)
Indian Gaming Local Community Benefit Commission
Local Agency Formation Commission (LAFCO)

Redding Area Bus Authority (RABA)
Shasta County Consolidated Oversight Board
Shasta Regional Transportation Agency (SRTA)

Supervisor Moty, District 2

County Functional Area - Veterans Affairs
Air Pollution Control Board
California State Association of Counties (CSAC)
CSAC Policy Committee - Administration of Justice
Deferred Compensation Advisory Committee
Enterprise-Anderson Groundwater Sustainability Agency
Indian Gaming Local Community Benefit Committee, Alternate
Northern Sacramento Valley Integrated Regional Water Management Governing Board
Sacramento River Forum
Shasta Regional Transportation Agency (SRTA)
Sierra-Sacramento Valley Emergency Medical System Board
Sustainable Forest Action Coalition, Alternate
Northern California Water Association Governing Board, Alternate
Redding Area Water Council Policy Advisory Committee

Supervisor Rickert, District 3

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

Supervisor Morgan, District 4

County Functional Area - General Government
Agency on Aging, PSA 2 – Executive Board

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Air Pollution Control Board, Alternate
Airport Land Use Commission (ALUC)
Community Action Board (CAB), Alternate
Community Corrections Partnership (Advisory Board), Alternate
Supervisor Morgan, District 4, (Continued)
CSAC Policy Committee - Housing, Land Use, and Transportation
Emergency Food and Shelter Program (EFSP)
Fire Department Qualifications Review Commission
Northern Rural Training and Employment Consortium Governing Board (NoRTEC), Alternate
Remote Access Network (RAN) Board
Shasta County Children and Families Commission (First 5 Shasta)
Shasta Regional Transportation Agency (SRTA), Alternate
Superior California Economic Development District (SCEDD)
Youth Violence Prevention Coordinating Council
Sacramento Valley Basinwide Air Pollution Control Council

Supervisor Baugh, District 5

County Functional Area – Land Use
Area Agency on Aging, PSA 2, Executive Board
Air Pollution Control Board
Airport Land Use Commission (ALUC)
CSAC Policy Committee – Government Finance and Operations
Enterprise-Anderson Groundwater Sustainability Agency, Alternate
Fire Safe Council
Golden State Finance Authority
Local Agency Formation Commission (LAFCO)
Mental Health, Alcohol and Drug Advisory Board, Alternate
Northern Rural Training and Employment Consortium Governing Board (NoRTEC)
Rural County Representatives of California (RCRC)
RCRC Environmental Services Joint Powers Authority
Redding Area Bus Authority (RABA), Alternate
Shasta County Consolidated Oversight Board, Alternate
Shasta Regional Transportation Agency (SRTA), Alternate
Redding Area Water Council Policy Advisory Committee, Alternate

Other appointments

RCRC Environmental Services Joint Power Authority: Public Works Director Pat Minturn, Alternate, and Supervising Engineer John A. Heath, Alternate
Public Law Library Board of Trustees Chairman's Designee: Nannette J. Stomberg
(Clerk of the Board)

Reappointed Mark Wagner to the Buckeye Fire Protection District Board of Directors for a four-year term to expire December 2022. (Clerk of the Board)

Took the following actions regarding the Western Shasta Resource Conservation District Board of Directors: Determined that Elizabeth Betancourt, John P. Moore, Jr., and Dennis Heiman, each have a demonstrated interest in soil and water conservation; reappointed Elizabeth Betancourt and John P. Moore, Jr. for four-year terms to expire November 2022; and reappointed Dennis Heiman retroactive to November 2017 for a three-year term to expire November 2020. (Clerk of the Board)

Approved the minutes of the meetings held on December 11, 2018, and January 8, 2019 as submitted. (Clerk of the Board)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Sutter Valley Hospitals dba Sutter Center for Psychiatry in an amount not to exceed \$40,000 per fiscal year to provide psychiatric inpatient services for the period July 1, 2017, through June 30, 2020. (Health and Human Services Agency-Business and Support Services)

Took the following actions: Authorized the Chairman to sign a retroactive agreement with Mt. Shasta Ambulance Service, Inc., in the amount of \$59,500 to provide Ambulance Strike Team Services during the Carr Fire for the period July 23, 2018, through September 30, 2018; and authorized the County Executive Officer (CEO), or his/her designee, to sign future retroactive agreements for Ambulance Strike Team Services provided during the Carr Fire in an amount not to exceed \$70,000 each, so long as the agreements are otherwise within the CEO's signature authority and comply with Administrative Policy 6-101, Shasta County Contracts Manual. (Health and Human Services Agency-Business and Support Services)

Adopted Salary Resolution No. 1542, effective January 20, 2019, which amends the Shasta County Position Allocation List as follows: Delete 1.0 Full-Time Equivalent (FTE) Staff Nurse I/II and add 1.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II in the Health Services - Mental Health Services Act (MHSA) budget; delete 1.0 FTE Staff Nurse I/II and add 1.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II in the Mental Health budget; and delete 2.0 FTE Typist Clerk I/II and add 2.0 FTE Office Assistant I/II in the Public Health budget. (Health and Human Services Agency-Regional Services)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign an agreement with Shasta County Child Abuse Prevention Coordinating Council (SCCAPCC) in an amount of start-up grant funds not to exceed \$50,000, plus 50 percent of SCCAPCC's authorized expenses to be reimbursed by the California Department of Social Services, to implement and provide Shasta SparkPoint Academies to assist CalFresh participants to become self-sufficient and transition off food assistance for the period date of signing through June 30, 2020. (Health and Human Services Agency-Regional Services)

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Approved and authorized the Public Works Director to sign a Notice of Completion for the "Jail Recreation Yard & Shower Improvement Project," Contract No. 610485, and record it within 15 days of actual completion of the work. (Public Works/Sheriff)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including a letter of support of amending SB2. He met with Assemblyman Dahle to discuss ensuring that Shasta County receives reimbursement of potential property tax and revenue loss due to the Carr Fire. Shasta County was included in the property tax loss, but not in the debris clean up. He stated it appeared to be an oversight and he believes it will be corrected. CEO Lees explained that if the government shutdown continues past February, it is possible that Housing and Urban Development funding will not be available.

In response to questions by Supervisor Chimenti, CEO Lees stated that staff have been in communication with the State regarding Shasta County's reimbursement due to losses from the Carr Fire.

Supervisor Rickert invited District Director for Assemblyman Brian Dahle, Bruce Ross to speak. Mr. Ross stated his office is going through the legislative process and reviewing all documents.

By motion made, seconded (Chimenti/Baugh), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign a letter in support of amending SB 2 "*Building Homes and Jobs Act*" (Atkins).

Supervisor Moty recently attended the Sierra-Sacramento Emergency Medical System Board meeting.

Supervisors reported on issues of countywide interest.

RESOURCE MANAGEMENT

WIRELESS INTERNET FACILITIES IN THE UNINCORPORATED AREA

RESOLUTION NO. 2019-011

Paul Hellman, Director of Resource Management presented the staff report and recommended approval.

In response to questions by Supervisor Baugh, Mr. Hellman stated did not have images of the specific internet towers that have been used in Shasta County.

In response to questions by Supervisor Baugh, CEO Lees stated that internet towers will allow residents within range to purchase wireless internet service through an internet provider.

In response to questions by Supervisor Baugh, Mr. Hellman presented images of a variety of towers. He explained that fees would vary based on the type of tower.

In response to questions by Supervisor Rickert, Mr. Hellman explained that the towers are required to meet standard building requirements and follow the permit process. He explained it is his understanding that the broadband service customer would get with the towers is more reliable than satellite.

In response to questions by Supervisor Chimenti, Mr. Hellman explained that the receiving towers will service a localized area averaging a one to four mile radius. but it would be based on sight lines.

In response to questions by Supervisor Moty, CEO Lees stated that large companies wanting to put up towers would probably analyze the local demographics, before doing so.

In response to questions by Supervisor Morgan, Mr. Hellman explained that the towers under discussion are for wireless internet services.

In response to questions by Supervisor Baugh, Mr. Hellman stated that he was unaware of how the towers would operate during power outages.

Chairman Moty invited Shasta.Com representative Andy Main to share his knowledge of the towers and how they operate.

In response to questions by Supervisor Moty, Mr. Main stated that the idea is to get repeaters into neighborhoods that can receive signal from the central towers. This would allow residents within the sight lines to receive the wireless signal.

In response to questions by Supervisor Baugh, Mr. Main explained that the wireless signal is distributed in 360 degrees. These are secured signals that customers would buy into for service.

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Mr. Main explained that California has more restrictions than other states because of the California Environmental Quality Act (CEQA). He explained that minimum internet speeds have been federally mandated.

In response to questions by Supervisor Baugh, Mr. Main stated that when he installs a tower, it includes a backup battery. The tower can operate for up to a day on the backup battery without any interruption in service. The battery would then be recharged by generators.

Mr. Main explained in his experience, 10 to 15 % of the time guy wires are used. Guy wires are used to stabilize the tower due to the height.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors adopted Resolution No. 2019-011, a resolution of intent to consider amendments to the Shasta County Zoning Plan proposed by staff and recommended by the Planning Commission to regulate wireless internet facilities in the unincorporated area of the County.

CLOSED SESSION ANNOUNCEMENT

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

Confer with legal counsel to discuss existing litigation entitled *The Law Office of Aaron Williams, Inc., v Borges Law Office, et al.*, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1);

10:53 a.m.: The Board of Supervisors recessed to Closed Session.

10:58 a.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

REPORT OF CLOSED SESSION ACTIONS

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss existing litigation; reportable action was taken:

In the matter of *The Law Office of Aaron Williams, Inc. v. Borges Law Office, Inc., et al.*, a case involving contractual and financial responsibilities for payment of conflict indigent criminal defender services, the Board of Supervisors, by a 5-0 vote, gave approval to legal counsel to defend

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this action and authorized the County Counsel's Office to assign the defense in this case to Gary Brickwood, Esq.

10:59 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 29, 2019

CATEGORY: Consent - General Government-3.

SUBJECT:

Appointment to the Shasta Public Libraries Citizens Advisory Committee

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

Appoint Francie Sullivan to the Shasta Public Libraries Citizens Advisory Committee for a term to expire November 30, 2022.

SUMMARY

N/A

DISCUSSION

The Shasta Public Libraries Citizens Advisory Committee (Library Advisory Committee) is a five-member board. According to the Operating Rules and Procedures, the purpose of the Library Advisory Committee is to advise the Redding Municipal Library Board of Trustees (City of Redding City Council) on matters pertaining to the administration, operation, development, improvement, and maintenance of the Shasta Public Library System.

Two members shall be appointed by the Shasta County Board of Supervisors, two members shall be appointed by the Redding City Council, and one member shall be appointed by the Shasta Library Foundation or its successor organization. Library Advisory Committee members serve staggered four-year terms, which begin on December 1 and end on November 30.

In October 2018, the Clerk of the Board received correspondence from Library Advisory Committee member Charla Connelly indicating that she did not wish to seek reappointment at the end of her term expiring November 2018.

A Notice of Vacancy was posted for a minimum of 10 days pursuant to Government Code section 54974. A copy of the Notice of Vacancy and Affidavit of Posting are on file with the Clerk of the Board.

One application was received from Francie Sullivan. The application is attached.

ALTERNATIVES

The Board could choose not to make this appointment or could request additional applicants be considered.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the recommendation.

FINANCING

There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Sullivan Application Redacted	1/16/2019	Sullivan Application Redacted

RECEIVED

DEC 18 2018

CLERK OF THE BOARD

Shasta Public Libraries Citizens Advisory Committee

Application for Membership - Appointment by Shasta County Board of Supervisors

Please be advised this application will become a public document.

Date: 12-13-18Name (please print entire name): Francie SullivanContact Mailing Address: [REDACTED] Redding 96002Contact Phone Number(s): [REDACTED]Contact email(s): [REDACTED]

Please answer the following questions. Feel free to use additional paper as needed.

1. Are you a resident of Shasta County? yes For how long? 50 years +/-
2. What interests you about this Committee? Passionate about libraries sources of many good things. Necessary for an
3. Have you attended prior meetings of this Committee? Yes informed community.
4. Have you reviewed past agendas and minutes of this Committee? Yes

<https://reddingcityca.iqm2.com/Citizens/calendar.aspx?From=1%2f1%2f2017&To=12%2f31%2f2017>

5. What is your relationship to the Redding, Burney, and/or Anderson Libraries? Supported Burney library reopening in 1984 card holder in Redding and/or Burney since 1966 long time member of both "Friends" organizations
6. Have you reviewed the policies and procedures of the Library system? yes

<http://www.shastalibraries.org/policies-637>

7. Please list any other committees or boards you currently sit on. None involving local government

Applicant's Signature: Francie Sullivan

Submit applications to:

Clerk of the Board

Shasta County Board of Supervisors

1450 Court Street, Suite 308B

Redding, CA 96001

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 29, 2019

CATEGORY: Consent - Health and Human Services-4.

SUBJECT:

Driving Under the Influence Program Needs Assessment

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Donnell Ewert, Director, Health and Human Services Agency

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

RECOMMENDATION

Take the following actions: (1) Approve the Driving-Under-the-Influence (DUI) Program Needs Assessment prepared by the Health and Human Services Agency (HHSA) which concludes there is no current need for an additional DUI Program in Shasta County effective January 1, 2019; (2) direct HHSA to conduct a review of the DUI Program every five years to monitor trends in population, DUI arrest and conviction rates, and program enrollment data to determine when criteria might be met for a new DUI Program; and (3) direct the HHSA to notify potential DUI Program providers when the criteria are met for a new DUI Program in Shasta County.

SUMMARY

The Health and Human Services Agency (HHSA) has completed a Driving-Under-the-Influence (DUI) Program Needs Assessment (Needs Assessment) in conformance with the California Code of Regulations (CCR) Title 9, Division 4, Chapter 3 and has found there is no need for an additional DUI Program (Program) in Shasta County at this time.

DISCUSSION

Offenders convicted by the Court of DUI are required to attend an education program depending on the number of offenses and the blood alcohol level at the time of arrest. These range from a 12-hour program for reckless driving with a blood alcohol level less than 0.08, a three-month program for the first DUI, a nine-month program for the first DUI with blood level of 0.20 or higher, and an 18-month program for second and subsequent DUIs. Shasta County has two DUI Program providers, Cascade Circle, Inc. and Wright Education Services.

The role of counties in the licensing of new Programs is contained in CCR, Title 9, Chapter 3. An application to become a new Program provider is submitted to the State Department of Health Care Services and must include a statement from the County's Board of Supervisors indicating there is a demonstrated need for a new Program, and that the establishment of an additional Program will not jeopardize the fiscal integrity of existing licensed Programs.

The demonstrated need for a new Program must be based on objective measurable criteria including, but not limited to: (1) an

increased population of the County as a whole or in specific regions; (2) increases in DUI convictions and enrollments; (3) the voluntary or involuntary de-licensure of an existing Program; and, (4) an identified demographic segment of the county that is not served by existing Programs. These requirements, along with a statement that an additional Program will not jeopardize the fiscal integrity of existing Programs, makes the standard for approval difficult to meet.

In 2014, the HHSA conducted a Needs Assessment, the results of which were presented to the Board of Supervisors on January 31, 2014. As a result of this assessment, it was determined there was no demonstrated need for additional Programs in Shasta County.

HHSA has conducted a new five-year Needs Assessment as directed by the Board in January 2014. The data collected and reviewed does not support the need for an additional DUI Program to provide first and/or multiple offender services at this time. Existing Program providers, Cascade Circle, Inc. and Wright Education Services, are notified of the Needs Assessment and provided a copy. HHSA will continue to conduct a review every five years of the trends in population, DUI arrests and convictions, and enrollment data to determine when the criteria is met indicating the need for a new Program in Shasta County. The Needs Assessment will be updated in 2024.

ALTERNATIVES

The Board could choose not to approve the recommendation or direct the department to analyze additional data and complete a new Needs Assessment.

OTHER AGENCY INVOLVEMENT

Cascade Circle, Inc. and Wright Education Services have been notified and will be provided a copy of the Board-approved Needs Assessment. This recommendation has been reviewed by the County Administrative Office.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Assessment	1/8/2019	Assessment

**Driving Under the Influence (DUI) Needs Assessment
Shasta County Health and Human Services Agency
January 1, 2019**

Shasta County Health and Human Services Agency (HHSA) has conducted a Needs Assessment to determine if there is a need for an additional Driving-Under-the-Influence (DUI) program. Both the review of data and findings were completed in accordance with Title 9, Chapter 3, of the California Code of Regulations (CCR) and the Health and Safety Code. Although the California Department of Health Care Services (DHCS) is responsible for licensing all DUI programs in California, the County Board of Supervisors recommends this license to DHCS only after it has determined there is an established need in accordance with regulation.

The establishment of need must address two areas per Title 9, sections 9805(a)(1) and 9801.5(a)(1) of the CCR for a new DUI program to be allowed (see **Attachment A**):

1. Demonstrate a need by reviewing enrollments, population, arrests and conviction, location, and changes in providers.
2. Demonstrates that the establishment of an additional program will not jeopardize the fiscal integrity of existing DUI programs.

The HHSA reviewed available state data over five fiscal years (FY 2013-14 through FY 2017-18*). The summary data shows that during this time:

- Total enrollments decreased by 2,432 participants
- Shasta County population experienced a small increase of 1.5 percent from 2010
- The two existing DUI programs continue to have timely access to services as required
- The two existing DUI programs have English-language services
- DUI arrests in Shasta County decreased 1.8 percent from FY 2014-15

*The enrollment data was gathered by obtaining the quarterly report data submitted to the DHCS by each DUI Provider (see **Attachment B**).

Enrollments (see Table 1)

- Overall enrollments to DUI programs in the previous five years (FY 2007-08 to FY 2011-12) were 6,122
- Overall enrollments in DUI programs in the current Needs Assessment period (FY 2013-14 to FY 2017-18) were 3,690
- Enrollments decreased by 2,432 in the last five years

Enrollments are most closely related to determining the fiscal integrity of a program, therefore, are most closely looked at in determining need. Enrollment data is subject to many variables including where individuals choose to attend a program. Individuals may live or work outside of Shasta County and may choose to attend a program in the county in which they live or work.

DUI programs do not expect a 100 percent enrollment rate, but do implement measures to increase enrollments. The HHSA reviews the enrollment data and activities of programs to engage individuals to participate and to ensure the quality of current

programs through regularly scheduled program site reviews (see **Table 2** for site review dates).

The most recent data on post-conviction sanctions available from the 2017 Office of Motor Vehicles DUI Management Information System (OMV-MIS) Annual Report states there were 639 post-conviction sanctions in 2014 and enrollment in FY 2014-15 were 688. The DUI programs enrolled more individuals than were sanctioned in this year. This may occur because enrollment doesn't always occur in the year of conviction (see **Attachment C**).

Changes in DUI arrests and convictions (see **Attachment C** and **Table 3**)

- DUI arrests decreased by 1.8 percent from 2014 in 2015
- Arrests and convictions have decreased in recent years across the state, which has a direct correlation to the fact that enrollments were also down. The variance in degrees of decrease in arrests versus enrollments can be accounted for by many factors, as described above, and there is little current data to determine the exact cause for Shasta County.

Changes in the population of the County (see **Attachment D**)

- Shasta County experienced a small increase in population growth from 2010 to 2018 from 177,223 to 179,921 (1.5 percent increase).
- The population increase was not in any area unserved by the current DUI programs (see **Table 2**). The programs continue to provide timely access to services. The programs met the state standard of individuals receiving services within 21 days of enrollment with 100 percent compliance. Lastly, services in Shasta County are in English-language only. The need for Spanish-language services are not identified since the last Needs Assessment.

Geographical locations of existing DUI programs (see **Table 4**)

Shasta County is well served in Redding, Anderson, Shasta Lake, and Burney (see **Attachment E**).

Changes in Providers (see **Attachment E**)

In the last five years, there have been no changes to the DUI programs in Shasta County. The DUI programs are reviewed every six months; the last two review reports for each program are attached (see **Attachment F**).

RECOMMENDATION TO THE COUNTY OF SHASTA BOARD OF SUPERVISORS FROM SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY

The data collected and reviewed concludes that, at this time, there is no need for additional DUI programs in Shasta County. Arrests, convictions, and enrollments are down; there is timely access to services in English-language; and, services are offered in a variety of locations throughout the county. There is no way to determine whether adding additional DUI programs at this time would not fiscally harm the existing programs. The County's Health and Human Services Agency will conduct a Needs Assessment every five years to review trends in population and DUI arrest/conviction and program enrollment data to determine if the criteria are met for a new DUI program.

Table 1. DUI Program Enrollments Over Five Fiscal Years

FISCAL YEAR (FY)	CASCADE CIRCLE, INC. 1st & Multiple Offender Program	WRIGHT EDUCATION SERVICES 1st Offender Program
2013 – 2014	498	263
2014 – 2015	427	261
2015 – 2016	425	302
2016 – 2017	422	302
2017 – 2018	468*	322*
Total Enrollments	2,240	1,450

Source: Quarterly Fee Enrollment Data provided by Cascade Circle, Inc. and by Wright Education Services.

*FY 2017-18 enrollments increased due to closure of Tehama County DUI Program (Right Road Recovery Programs). A new DUI Program (PEP, Inc.) opened in Tehama County effective November 2018. Therefore, enrollments will likely decline as Tehama County participants will attend in Red Bluff at PEP, Inc.

Table 2. DUI Program Review Dates

MONTH/YEAR OF REVIEW	ACTUAL REVIEW DATES Cascade Circle, Inc.	ACTUAL REVIEW DATES Wright Education Services
May 2018	May 29-30, 2018	May 31, 2018
December 2018	December 5-6, 2018	December 7, 2018

Table 3. DUI Arrests/Convictions

YEAR	ARRESTS	CONVICTIONS
2013	920	866
2014	776	772
2015	762	Unavailable from 2017 OMV-MIS Report
Decrease in Arrests from 2014 to 2015	1.8 percent	

Source: OMV-MIS Report, 2016 and 2017

Table 4. Geographical Locations of Existing DUI Programs in Shasta County

REGION	PROGRAM/TYPE	ADDRESS
Redding	Cascade Circle, Inc. 1 st & Multiple Offender	Licensed Location: 3161 Bechelli Lane, Suite 204B Redding, CA 96002
Anderson, Burney, & Shasta Lake	Cascade Circle, Inc. 1 st & Multiple Offender	Satellite Locations**: Anderson: 2218 Ferry Street, Suite D Anderson, CA 96007 Burney: 37477 Main Street Burney, CA 96013 Shasta Lake: 4440 Shasta Dam Boulevard Shasta Lake City, CA 96019
Redding	Wright Education Services 1 st Offender	Licensed Location: 2660 Victor Avenue Redding, CA 96002
Anderson	Wright Education Services 1 st Offender	Satellite Location**†: Anderson: 3247 East Street Anderson, CA 96007

Source: DUI Program Directory of Service Providers, May 2017

**Clients enroll at Redding location.

†Location not shown in 2017 DUI Provider Directory (Attachment E)

9 CCR § 9801.5

§ 9801.5. County Responsibilities.

(a) Consistent with chapter 9, section 11837.6 of the Health and Safety Code, the county board of supervisors shall:

(1) Review, at its option, any new applications for licensure as DUI program and forward all applications recommended for licensure through the county alcohol and drug program administrator to the Department for final review and approval. As part of the recommendation, in accordance with Section 9805, the county board of supervisors shall include a statement assuring there is a need for a new DUI program in the county and assuring that the establishment of an additional DUI program will not jeopardize the fiscal integrity of existing licensed DUI programs.

(2) Assure the Department in writing of the programmatic and fiscal integrity of the DUI programs the county has recommended for licensure.

(b) The county alcohol and drug program administrator shall:

(1) Monitor to ensure compliance with the regulations contained in this chapter and the requirements in Chapter 9 (commencing with Section 11837.6), Division 10.5 of the Health and Safety Code.

(2) Review any applications requested by the county for licensure as DUI program or proposed changes in the approved plan of operation and forward to the Department all new applications or changes recommended for licensure by the board of supervisors.

(3) Monitor to ensure that approved DUI programs do not utilize other funds administered by the Department for program operations.

(4) Notify the Department when he/she determines that a DUI program is not in compliance with the regulations contained in this chapter.

(5) Monitor to ensure that service providers do not utilize participant fees for purposes other than DUI program activities, with the exception of allowable profit or surplus.

(6) Review and recommend approval or denial of DUI program fees and additional fees contained in the initial application for licensure and requests from existing DUI programs for increases in program fees and additional fees.

(7) Assure that each DUI program makes provision for persons who cannot afford to pay program participation fees.

(8) Carry out liaison activities with the courts, the county probation department, DUI programs, and interested parties at the county level.

(9) Develop and insure the implementation of a court referral system as described in Health and Safety Code Section 11837.2.

(10) Establish a mechanism for reimbursement from client fees of reasonable county costs which are incurred pursuant to this chapter.

Note: Authority cited: Sections 11755, 11836 and 11836.15, Health and Safety Code. Reference: Sections 11836, 11837.2, 11837.6, 11837.7 and 11837.8, Health and Safety Code.

9 CCR § 9805

§ 9805. Supplemental Application Documents.

(a) As a condition of licensure, each applicant shall submit to the Department the following documents with the application for licensure:

(1) A county board of supervisors' resolution or minute order recommending licensure, including a statement from the board indicating there is a demonstrated need for a new DUI program and the establishment of an additional program will not jeopardize the fiscal integrity of existing licensed DUI programs. Such need shall be based on objective measurable criteria including, but not limited to:

(A) Increased population in the county as a whole or in specific regions;

(B) Increases in DUI convictions;

(C) The voluntary or involuntary de-licensure of an existing program;

(D) An identified demographic segment or population of the county that is not served by the existing licensed programs.

(2) County Alcohol Advisory Board recommendation, if the county has an alcohol advisory board;

(3) Copy of the contract or memorandum of understanding between the county and the applicant, if the county has a contract or memorandum of understanding with the applicant;

(4) An organization chart of the applicant entity;

(5) Business License issued by the local county or city;

(6) Fire Clearance issued to the applicant by the local fire authority;

(7) The applicant's assessment of its projected participant base;

(8) A description of the need for a DUI program;

(9) A current, written plan of operation, containing at least:

(A) A description of the services (face-to-face interviews, educational sessions, group and individual counseling sessions) to be provided by the program, including the frequency, duration, and number of hours for each program service;

(B) The location(s) where services will be provided and the services to be provided at each location;

(C) The hours services will be available;

(D) A description of the participant enrollment process;

(E) A description of procedures for assessment of participants' alcohol and other drug problems;

- (F) A description of activities to be conducted during the final six-months of program IT is here now participation in the 18-month multiple offender program;
- (G) Procedures for referring participants to any ancillary services;
- (H) Description of the approved additional county requirements, if any;
- (I) A sample participant contract;
- (J) A sample of all other forms to be used by the program;
- (K) The program fee, standardized payment schedule, a breakdown of program fee by unit of service, additional fees, and related forms;
- (L) The method for assessing and collecting the program fee (i.e., extended payments or reduced fees) that the program will use in accordance with Section 9878 of this Chapter;
- (M) Refund procedures, including a description of the method used to compute refunds;
- (N) Procedures for inter-program transfers;
- (O) Dismissal policy;
- (P) A description of how the licensee will notify the court of a participant's enrollment, progress, dismissal or completion of program services and additional county requirements; and
- (Q) Other applicable program policies and procedures.
- (R) The geographic area where the board of supervisors indicated as a condition of their recommendation for licensure to provide services, if applicable.

SHASTA COUNTY DUI PROGRAM REPORT TOTAL ENROLLMENTS SUMMARY

FIVE FISCAL YEARS

First Offender (FOP) and Multiple Offender (MOP) Programs

Enrollments		Wet & Reckless	1 st Offender (3 month)	1 st Offender (6 month)	1 st Offender (9 month)	Multiple Offender (18 month)	1 st & Multiple Offender Totals	
Fiscal Year	Total	18+ years	18+ years	21+ years	21+ years	21+ years	FOP	MOP
2013-14	761	102	321	80	53	205	556	205
2014-15	688	71	270	79	76	192	496	192
2015-16	727	81	323	72	69	182	545	182
2016-17	724	52	349	46	71	206	518	206
2017-18	790	45	395	68	80	202	588	202
Grand Total	3,690	351	1,658	345	3489	987	2,703	987

SHASTA COUNTY DUI PROGRAM REPORT ENROLLMENTS SUMMARY

Cascade Circle, Inc.

FIVE FISCAL YEARS

First Offender (FOP) and Multiple Offender (MOP) Programs

Enrollments		Wet & Reckless	1 st Offender (3 month)	1 st Offender (6 month)	1 st Offender (9 month)	Multiple Offender (18 month)	1 st & Multiple Offender Totals	
Fiscal Year	Total	18+ years	18+ years	21+ years	21+ years	21+ years	FOP	MOP
2013-14	498	55	179	33	26	205	293	205
2014-15	427	33	141	27	34	192	235	192
2015-16	425	41	150	30	22	182	243	182
2016-17	422	20	146	22	28	206	216	206
2017-18	465	22	177	32	32	202	263	202
Grand Total	2,237	171	793	144	142	987	1,250	987

SHASTA COUNTY DUI PROGRAM REPORT ENROLLMENTS SUMMARY

Wright Education Services

FIVE FISCAL YEARS

First Offender (FOP) and Multiple Offender (MOP) Programs

Enrollments		Wet & Reckless	1 st Offender (3 month)	1 st Offender (6 month)	1 st Offender (9 month)	Multiple Offender (18 month)	1 st & Multiple Offender Totals	
Fiscal Year	Total	18+ years	18+ years	21+ years	21+ years	21+ years	FOP	MOP
2013-14	263	47	142	47	27	N/A	263	---
2014-15	261	38	129	52	42	N/A	261	---
2015-16	302	40	173	42	47	N/A	302	---
2016-17	302	32	203	24	43	N/A	302	---
2017-18	322	23	218	36	45	N/A	322	---
Grand Total	1,450	180	865	201	204	N/A	1,450	---



2017

**ANNUAL REPORT OF THE
CALIFORNIA DUI MANAGEMENT
INFORMATION SYSTEM**

**ANNUAL REPORT TO THE LEGISLATURE
OF THE STATE OF CALIFORNIA**

**IN ACCORDANCE WITH ASSEMBLY BILL 757
CHAPTER 450, 1989 LEGISLATIVE SESSION**

EDMUND G. BROWN JR.
Governor

BRIAN C. ANNIS, Secretary
California State Transportation Agency

JEAN SHIOMOTO
Director

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TABLE 1: DUI ARRESTS BY COUNTY, 2013–2015 AND ANNUAL PERCENTAGE CHANGE, 2014–2015

COUNTY	2013	2014	2015	% CHANGE 2014-2015
STATEWIDE	160388	154743	141372	-8.6
ALAMEDA	6496	6405	5319	-17.0
ALPINE	13	19	17	-10.5
AMADOR	141	198	188	-5.1
BUTTE	1293	1213	1266	4.4
CALAVERAS	277	284	255	-10.2
COLUSA	159	181	182	0.6
CONTRA COSTA	3824	3432	3173	-7.5
DEL NORTE	168	124	118	-4.8
EL DORADO	1115	987	734	-25.6
FRESNO	5123	5113	4566	-10.7
GLENN	216	234	156	-33.3
HUMBOLDT	1148	998	1178	18.0
IMPERIAL	887	790	737	-6.7
INYO	234	210	175	-16.7
KERN	4282	4289	4291	0.0
KINGS	1133	987	944	-4.4
LAKE	354	375	352	-6.1
LASSEN	169	188	166	-11.7
LOS ANGELES	37559	36125	30779	-14.8
MADERA	838	871	805	-7.6
MARIN	1333	1369	1246	-9.0
MARIPOSA	118	64	99	54.7
MENDOCINO	627	506	525	3.8
MERCED	1330	1229	1275	3.7
MODOC	70	66	50	-24.2
MONO	92	71	114	60.6
MONTEREY	2164	2227	2103	-5.6
NAPA	809	921	985	6.9
NEVADA	452	519	448	-13.7
ORANGE	13020	12620	11467	-9.1
PLACER	1632	1571	1363	-13.2
PLUMAS	152	124	118	-4.8
RIVERSIDE	9918	9601	8887	-7.4
SACRAMENTO	5628	6361	5059	-20.5
SAN BENITO	261	354	257	-27.4
SAN BERNARDINO	10168	9256	9478	2.4
SAN DIEGO	12298	11120	10547	-5.2
SAN FRANCISCO	1377	1075	1094	1.8
SAN JOAQUIN	2795	2435	2399	-1.5
SAN LUIS OBISPO	1956	2038	1772	-13.1
SAN MATEO	2905	2789	2547	-8.7
SANTA BARBARA	2261	2314	1989	-14.0
SANTA CLARA	5550	5338	5224	-2.1
SANTA CRUZ	1493	1424	1025	-28.0
SHASTA	920	776	762	-1.8
SIERRA	25	37	23	-37.8
SISKIYOU	313	276	271	-1.8
SOLANO	1339	1354	1350	-0.3
SONOMA	2303	2699	2640	-2.2
STANISLAUS	2609	2209	1986	-10.1
SUTTER	417	519	569	9.6
TEHAMA	504	458	386	-15.7
TRINITY	146	148	160	8.1
TULARE	3164	2943	2957	0.5
TUOLUMNE	409	410	356	-13.2
VENTURA	3261	3215	3281	2.1
YOLO	675	765	674	-11.9
YUBA	465	519	485	-6.6

SECTION 2: CONVICTIONS

TABLE 5: DUI CONVICTION DATA FOR 2014 DUI ARRESTS^a

COUNTY	MISD DUI	FELONY DUI ^b	UNDER 21 DUI ^c	ALCOHOL OR DRUG RECKLESS	MEDIAN DUI ADJUDICATION TIMES (DAYS)	
					VIOLATION TO CONVICTION	CONVICTION TO DMV UPDATE
STATEWIDE	111680	3862	648	14563	105	7
ALAMEDA	3559	40	20	1098	103	4
ALPINE	16	0	0	2	63	9
AMADOR	119	5	4	34	100	33
BUTTE	852	31	8	129	164	14
CALAVERAS	191	8	0	61	59	7
COLUSA	118	9	1	32	66	9
CONTRA COSTA	2335	91	25	424	235	12
DEL NORTE	76	8	0	25	93	49
EL DORADO	711	33	4	121	152	14
FRESNO	4113	205	18	416	125	0
GLENN	160	6	4	26	166	23
HUMBOLDT	569	15	3	172	130	66
IMPERIAL	474	15	6	77	206	11
INYO	100	8	0	42	88	2
KERN	2945	84	28	575	48	13
KINGS	416	8	4	25	182	6
LAKE	306	9	0	17	130	24
LASSEN	124	1	1	6	128	6
LOS ANGELES	24520	504	85	2841	101	6
MADERA	587	16	1	45	325	20
MARIN	1149	15	13	7	76	14
MARIPOSA	51	1	0	7	80	8
MENDOCINO	397	19	3	68	93	135
MERCED	488	102	3	73	217	87
MODOC	47	0	1	10	60	21
MONO	71	1	1	8	107	14
MONTEREY	1877	49	7	252	52	12
NAPA	756	38	3	138	84	2
NEVADA	428	25	0	63	94	20
ORANGE	11106	319	63	473	136	0
PLACER	1297	78	5	188	114	9
PLUMAS	110	2	0	9	71	3
RIVERSIDE	7115	197	10	680	129	2
SACRAMENTO	4511	399	38	419	73	5
SAN BENITO	312	7	2	53	110	12
SAN BERNARDINO	5331	204	36	680	159	5
SAN DIEGO	8619	418	63	1912	75	35
SAN FRANCISCO	659	26	3	140	95	11
SAN JOAQUIN	2093	97	9	392	43	11
SAN LUIS OBISPO	1592	57	5	330	64	2
SAN MATEO	1842	46	10	382	145	82
SANTA BARBARA	1896	69	16	208	62	43
SANTA CLARA	4336	144	34	498	85	7
SANTA CRUZ	1154	26	9	141	64	4
SHASTA	581	52	6	133	112	17
SIERRA	14	0	0	6	92	51
SISKIYOU	157	5	0	38	122	8
SOLANO	1002	40	6	156	169	6
SONOMA	2234	83	20	319	74	56
STANISLAUS	1695	56	10	132	96	30
SUTTER	267	23	6	99	76	57
TEHAMA	250	11	2	49	59	63
TRINITY	60	2	0	6	128	18
TULARE	2074	43	14	180	76	32
TUOLUMNE	287	13	3	2	77	15
VENTURA	2669	68	25	0	134	0
YOLO	554	24	6	69	132	31
YUBA	308	7	4	75	95	21

^aConviction data by court are found in Appendix Table B3.^bViolations of CVC 23153 and CVC 23152 with a felony disposition code. 4th offenses of CVC 23152 (in 10 years), which are statutorily defined as violations of CVC 23153, are not included.^cViolations of CVC 23140.

TABLE 6: ADJUDICATION STATUS OF 2014 DUI ARRESTS BY COUNTY^a

COUNTY	DUI CONVICTION RATE	DUI CONVICTIONS		RECKLESS DRIVING CONVICTIONS		% OTHER CONVICTIONS	% NO RECORD OF ANY CONVICTION ^b
		% MIS- DEMEANOR	% FELONY	% ALCOHOL OR DRUG	% NONALCOHOL NOR DRUG		
STATEWIDE	72.7	71.1	1.6	7.3	1.5	1.4	17.0
ALAMEDA	54.3	53.7	0.6	13.6	5.0	1.2	25.9
ALPINE	84.2	84.2	0.0	5.3	0.0	0.0	10.5
AMADOR	61.7	61.2	0.5	13.9	7.0	1.5	15.9
BUTTE	74.1	72.0	2.1	7.8	2.5	0.5	15.1
CALAVERAS	68.2	66.8	1.4	15.5	2.2	0.0	14.1
COLUSA	65.2	62.4	2.8	15.5	3.9	1.7	13.8
CONTRA COSTA	68.8	67.7	1.1	8.5	0.4	0.8	21.5
DEL NORTE	64.6	63.1	1.5	15.4	1.5	0.0	18.5
EL DORADO	75.3	72.6	2.7	9.8	1.8	0.4	12.7
FRESNO	75.3	73.8	1.5	5.6	0.3	0.6	18.2
GLENN	75.6	74.2	1.4	8.9	0.5	0.0	15.0
HUMBOLDT	59.2	57.7	1.5	14.2	1.7	2.3	22.6
IMPERIAL	63.5	61.7	1.8	9.0	4.2	0.8	22.5
INYO	61.4	59.1	2.3	11.4	2.3	3.4	21.6
KERN	70.1	68.7	1.4	11.5	2.4	1.4	14.6
KINGS	45.4	44.9	0.5	1.9	0.4	0.4	52.1
LAKE	78.2	76.4	1.8	3.4	4.2	1.3	12.8
LASSEN	68.0	67.4	0.6	2.8	11.6	1.1	16.6
LOS ANGELES	71.0	69.7	1.3	6.4	1.6	3.1	18.0
MADERA	61.3	59.7	1.6	2.7	5.4	0.2	30.4
MARIN	81.5	80.8	0.7	0.3	0.3	1.0	16.9
MARIPOSA	72.7	72.7	0.0	4.6	3.0	3.0	16.7
MENDOCINO	72.5	70.5	2.0	7.0	1.1	1.1	18.4
MERCED	48.1	46.4	1.7	4.0	0.2	0.4	47.3
MODOC	69.8	69.8	0.0	9.5	3.2	0.0	17.5
MONO	74.7	74.7	0.0	4.2	0.0	4.2	16.8
MONTEREY	79.3	77.3	2.0	8.7	1.2	0.4	10.4
NAPA	79.3	76.9	2.4	11.9	0.9	1.0	6.9
NEVADA	78.2	76.1	2.1	8.9	1.3	0.9	10.7
ORANGE	85.6	84.2	1.4	3.0	0.2	0.5	10.8
PLACER	77.7	75.1	2.6	7.6	0.4	0.2	14.0
PLUMAS	81.3	79.7	1.6	4.7	0.8	0.8	12.5
RIVERSIDE	73.2	71.5	1.7	5.4	1.1	0.8	19.5
SACRAMENTO	79.6	76.1	3.5	5.9	0.3	1.1	13.2
SAN BENITO	76.6	75.6	1.0	9.6	0.3	0.5	13.1
SAN BERNARDINO	64.2	62.2	2.0	5.9	2.7	2.4	24.7
SAN DIEGO	73.6	71.2	2.4	12.5	2.4	0.6	11.0
SAN FRANCISCO	61.5	59.5	2.0	11.6	1.9	1.4	23.6
SAN JOAQUIN	75.8	74.4	1.4	10.3	0.5	1.1	12.2
SAN LUIS OBISPO	76.5	75.3	1.2	13.1	0.7	0.8	9.0
SAN MATEO	65.4	64.5	0.9	12.0	0.3	1.0	21.5
SANTA BARBARA	74.7	73.4	1.3	6.6	2.7	1.3	14.7
SANTA CLARA	77.3	75.6	1.7	7.3	1.4	1.1	13.0
SANTA CRUZ	75.9	74.3	1.6	7.6	1.6	0.7	14.2
SHASTA	73.4	70.9	2.5	9.1	0.2	0.2	17.0
SIERRA	58.3	58.3	0.0	16.7	4.2	0.0	20.8
SISKIYOU	63.8	63.8	0.0	9.6	1.2	2.4	23.1
SOLANO	72.4	70.2	2.2	9.0	1.4	0.6	16.6
SONOMA	79.6	78.3	1.3	9.1	1.5	0.5	9.4
STANISLAUS	75.2	73.5	1.7	4.6	1.5	0.5	18.2
SUTTER	66.1	62.6	3.5	17.6	1.2	1.4	13.9
TEHAMA	67.2	65.9	1.3	8.2	1.3	0.3	23.0
TRINITY	67.0	65.9	1.1	2.3	1.1	0.0	29.6
TULARE	75.5	74.2	1.3	5.4	0.4	1.9	16.8
TUOLUMNE	73.8	72.2	1.6	0.5	8.8	0.0	17.0
VENTURA	84.0	82.1	1.9	0.0	0.0	1.2	14.8
YOLO	71.9	70.2	1.7	6.2	4.0	0.7	17.2
YUBA	67.9	67.2	0.7	11.8	0.9	0.7	18.9

^aTable 6 estimates are based only on DUI arrest cases from the MACR system whose arrests or convictions were found on the DMV database.^bThese include dismissals and DUI failures-to-appear (FTA); the statewide DUI FTA average for 2014 DUI arrests was 2.2%.

Attachment D


U.S. Department of Commerce | B1c



QuickFacts

Shasta County, California; UNITED STATES

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.


Table

ALL TOPICS	Shasta County, California	UNITED STATES
Population estimates, July 1, 2017, (V2017)	179,921	325,719,178
 PEOPLE		
Population		
Population estimates, July 1, 2017, (V2017)	179,921	325,719,178
Population estimates base, April 1, 2010, (V2017)	177,223	308,758,105
Population, percent change - April 1, 2010 (estimates base) to July 1, 2017, (V2017)	1.5%	5.5%
Population, Census, April 1, 2010	177,223	308,745,538
Age and Sex		
Persons under 5 years, percent	▲ 5.9%	▲ 6.1%
Persons under 18 years, percent	▲ 21.5%	▲ 22.6%
Persons 65 years and over, percent	▲ 20.3%	▲ 15.6%
Female persons, percent	▲ 50.9%	▲ 50.8%
Race and Hispanic Origin		
White alone, percent	▲ 88.0%	▲ 76.6%
Black or African American alone, percent (a)	▲ 1.1%	▲ 13.4%
American Indian and Alaska Native alone, percent (a)	▲ 3.1%	▲ 1.3%
Asian alone, percent (a)	▲ 3.1%	▲ 5.8%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.2%	▲ 0.2%
Two or More Races, percent	▲ 4.4%	▲ 2.7%
Hispanic or Latino, percent (b)	▲ 10.1%	▲ 18.1%
White alone, not Hispanic or Latino, percent	▲ 79.8%	▲ 60.7%
Population Characteristics		
Veterans, 2013-2017	14,757	18,939,219
Foreign born persons, percent, 2013-2017	5.3%	13.4%
Housing		
Housing units, July 1, 2017, (V2017)	78,847	137,403,460
Owner-occupied housing unit rate, 2013-2017	62.6%	63.8%
Median value of owner-occupied housing units, 2013-2017	\$233,500	\$193,500
Median selected monthly owner costs -with a mortgage, 2013-2017	\$1,501	\$1,515
Median selected monthly owner costs -without a mortgage, 2013-2017	\$468	\$474
Median gross rent, 2013-2017	\$966	\$982
Building permits, 2017	382	1,281,977
Families & Living Arrangements		
Households, 2013-2017	70,486	118,825,921
Persons per household, 2013-2017	2.49	2.63
Living in same house 1 year ago, percent of persons age 1 year+, 2013-2017	84.8%	85.4%
Language other than English spoken at home, percent of persons age 5 years+, 2013-2017	8.6%	21.3%
Computer and Internet Use		
Households with a computer, percent, 2013-2017	85.6%	87.2%
Households with a broadband Internet subscription, percent, 2013-2017	75.3%	78.1%
Education		
High school graduate or higher, percent of persons age 25 years+, 2013-2017	90.7%	87.3%
Bachelor's degree or higher, percent of persons age 25 years+, 2013-2017	21.4%	30.9%
Health		
With a disability, under age 65 years, percent, 2013-2017	12.4%	8.7%
Persons without health insurance, under age 65 years, percent	▲ 6.7%	▲ 10.2%

Economy		
In civilian labor force, total, percent of population age 16 years+, 2013-2017	53.5%	63.0%
In civilian labor force, female, percent of population age 16 years+, 2013-2017	50.3%	58.2%
Total accommodation and food services sales, 2012 (\$1,000) (c)	285,536	708,138,598
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	1,324,574	2,040,441,203
Total manufacturers shipments, 2012 (\$1,000) (c)	511,871	5,696,729,632
Total merchant wholesaler sales, 2012 (\$1,000) (c)	1,023,859	5,208,023,478
Total retail sales, 2012 (\$1,000) (c)	2,507,063	4,219,821,871
Total retail sales per capita, 2012 (c)	\$14,038	\$13,443
Transportation		
Mean travel time to work (minutes), workers age 16 years+, 2013-2017	19.9	26.4
Income & Poverty		
Median household income (in 2017 dollars), 2013-2017	\$47,258	\$57,652
Per capita income in past 12 months (in 2017 dollars), 2013-2017	\$26,455	\$31,177
Persons in poverty, percent	▲ 17.0%	▲ 12.3%
 BUSINESSES		
Businesses		
Total employer establishments, 2016	4,148	7,757,807
Total employment, 2016	50,069	126,752,238
Total annual payroll, 2016 (\$1,000)	1,996,519	6,435,142,055
Total employment, percent change, 2015-2016	1.8%	2.1%
Total nonemployer establishments, 2016	11,825	24,813,048
All firms, 2012	13,342	27,626,360
Men-owned firms, 2012	7,068	14,844,597
Women-owned firms, 2012	4,162	9,878,397
Minority-owned firms, 2012	1,752	7,952,386
Nonminority-owned firms, 2012	10,680	18,987,918
Veteran-owned firms, 2012	1,422	2,521,682
Nonveteran-owned firms, 2012	10,968	24,070,685
 GEOGRAPHY		
Geography		
Population per square mile, 2010	46.9	87.4
Land area in square miles, 2010	3,775.40	3,531,905.43
FIPS Code	06089	00

About datasets used in this table

Value Notes

 Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Q left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2017) refers to the final year of the series (2010 thru 2017). *Different vintage years of estimates are not comparable.*

Fact Notes

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the interval of an open ended distribution.
- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- NA Not available
- S Suppressed; does not meet publication standards
- X Not applicable
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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FAQs
Director's Corner
Regional Offices
History
Research
Scientific Integrity
Census Careers
Diversity @ Census
Business Opportunities
Congressional and Intergovernmental
Contact Us

FIND DATA

QuickFacts
American FactFinder
2010 Census
Economic Census
Interactive Maps
Training & Workshops
Data Tools
Developers
Catalogs
Publications

BUSINESS & INDUSTRY

Help With Your Forms
Economic Indicators
Economic Census
E-Stats
International Trade
Export Codes
NAICS
Governments
Longitudinal Employee - Household Dynamics (LEHD)
Survey of Business Owners

PEOPLE & HOUSEHOLDS

2020 Census
2010 Census
American Community Survey
Income
Poverty
Population Estimates
Population Projections
Health Insurance
Housing
International
Genealogy

SPECIAL TOPICS

Advisors, Centers and Research Programs
Statistics in Schools
Tribal Resources (AIAN)
Emergency Preparedness
Statistical Abstract
Special Census Program
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DRIVING-UNDER-THE-INFLUENCE PROGRAM DIRECTORY OF SERVICE PROVIDERS

License Number	Service
Legal Name	Contact
DBA Name	Telephone
Address	Email/Website

County: Shasta (continued)

4500301100	First Offender
Wright Education Services	Christine Wright
Wright Education Services	Phone: (530) 223-5122
2660 Victor Avenue	Fax: (530) 223-5652
Redding, CA 96002	Website: www.wrighteducationservices.com

County: Siskiyou

4700201120	First Offender/18 Month
Cascade Circle, Inc.	Charles Horner
Cascade Circle, Inc.	Phone: (530) 222-8302
490 S. Broadway	Fax: (530) 222-5872
Yreka, CA 96097	Website: www.cascadecircle.org
Mailing Address: 3161 Bechelli Lane, Suite 204B	
Redding, CA 96002	

4700201120 (Satellite)	First Offender/18 Month
Cascade Circle, Inc.	Charles Horner
293 Main Street, Suite A	Phone: (530) 222-8302
Weed, CA 96094	Website: www.cascadecircle.org

4700301120	First Offender/18 Month
Karuk Tribe of California	Angela Baxter
Karuk Tribe DUI Program	Phone: (530) 841-3141
533 Jacobs Way	Fax: (530) 841-7125
Happy Camp, CA 96039	Website: www.karuk.us

4700302120	First Offender/18 Month
Karuk Tribe of California	Angela Baxter
Karuk Tribe DUI Program	Phone: (530) 842-9200
1515 S. Oregon St.	Fax: (530) 841-5150
Yreka, CA 96097	Website: www.karuk.us

4700301120 (Satellite)	First Offender/18 Month
Karuk Tribe DUI Program	Joseph Snapp
Fort Jones City Hall and Library	Phone: (530) 841-3141
11960 East Street	Fax: (530) 841-7125
Fort Jones, CA 96032	Website: www.karuk.us



MLN Consulting Services, Inc.
7250 Elk Grove-Florin Road, #294093
Sacramento, CA 95829

Maleah Novak, President
Phone: (916) 470-0202
Email: maleah@consultant.com

June 5, 2018

Charles Horner, Executive Director
Cascade Circle, Inc.
3161 Bechelli Lane, Suite 204B
Redding, CA 96002

Re: Bi-Annual County Monitoring Report, License Number 45-002-01-120

Dear Mr. Horner:

Enclosed is the Driving-Under-the-Influence (DUI) program Notice of Deficiency Report, for Cascade Circle, Inc., License Number 45-002-01-120.

The Health and Safety Code (HSC), Section 11837.6(b) requires that the county alcohol program administrator monitor the DUI programs at least once every six months to ensure compliance with applicable statutes and regulations. This site review was for the review period January 1, 2018 through June 30, 2018. The next review period will cover 6-months (July 1, 2018 through December 31, 2018) and, will be conducted unannounced.

This section of the HSC also requires a report of findings be sent to the Department of Health Care Services, Driving-Under-the-Influence Program Branch; therefore, a copy is forwarded for their review.

Please provide a corrective action plan for each deficiency identified in the report, within 30 days from the receipt of the Notice of Deficiency Report. If you have any further questions, please contact me at the (916) 470-0202.

Sincerely,

Maleah L. Novak

Maleah L. Novak, DUI Program Consultant
Shasta County Health and Human Services Agency

cc: Katie Cassidy, Interim Program Manager
Shasta County Health and Human Services Agency
Glenn Spellman, Analyst
Department of Health Care Services

**SHASTA COUNTY
DRIVING-UNDER-THE-INFLUENCE PROGRAM
MONITORING REPORT**

Program Name: Cascade Circle, Inc		License Number 45-002-01-120
Address: 3161 Bechelli Lane, Suite 204B		Telephone (530) 222-8302
City, State, Zip: Redding, CA 96002		Program Type:
Type of Visit [X] Bi-Annual County Review Period: 1/1/18-6/30/18	Date of Review: May 29 & 30, 2018	[x] WR/12-Hour Program [x] 3-Month [x] 6-Month [x] 9-month [x] 18-month

The following review was conducted by MLN Consulting Services, Inc. Health and Safety Code Section 11836 and Title 9, California Code of Regulations, beginning with Section 9802.

NOTICE OF DEFICIENCY

Title 9 Regulations:

1. § 9849. Assessment of Participant's Alcohol or Drug Problem, Class C Deficiency

(e) The participant and the counselor shall sign and date the results of the assessment and follow up discussion.

- **R22790: Review of the active file indicated the date was missing on the assessment.**
- **R21839: Review of the completion file indicated the date was missing on the assessment.**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

2. § 9849. Assessment of Participant's Alcohol or Drug Problem, Class C Deficiency

(d) As part of the assessment, the counselor shall recommend any ancillary services he/she thinks would be potentially beneficial to the participant. Ancillary services recommended should be appropriate to the individual participant and available nearby. The counselor shall record the results of the participant's alcohol or drug assessment, the follow up discussion, and the recommendations for ancillary services in the participant's case record. The referral process for ancillary services must be in accordance with Section 9862.

- **22665: Review of the 18-month active file indicated the participant scored high on part two of the assessment; however, the participant was not recommended ancillary services.**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

3. § 9854. Group Counseling Sessions, Class C Deficiency

(j) The DUI program shall document attendance and participation at group counseling sessions in each participant record.

- **R23408: Review of the 6-month active file indicated group note dated 04/05/18 was not documented for credit on the attendance tracking sheet.**

RECOMMENDATION: This issue was corrected on site and no further action is required.

4. § 9858. Face-to-Face Interviews, Class C Deficiency

(e) The interviewer shall document the following information in each participant's record:

(1) The date, time, and length of each face-to-face interview.

- **R22665: Review of the 18-month active file indicated face-to-face note dated 11/09/17 was missing the start time.**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

COMMENTS:

Notices: Provided the revised DHCS Notices to the program during the review (including, information about program fees, completion certificates DL 101, and Health and Safety Code Section 11836.12, complaints).

REPORT PREPARED BY: Maleah Novak, DUI Program Consultant

REPORT ISSUED VIA E-MAIL: June 5, 2018

CORRECTIVE ACTION PLAN DUE ON OR BEFORE: July 5, 2018



MLN Consulting Services, Inc.
7250 Elk Grove-Florin Road, #294093
Sacramento, CA 95829

Maleah Novak, President
Phone: (916) 470-0202
Email: maleah@consultant.com

December 10, 2018

Charles Horner, Executive Director
Cascade Circle, Inc.
3161 Bechelli Lane, Suite 204B
Redding, CA 96002

Re: Bi-Annual County Monitoring Report, License Number 45-002-01-120

Dear Mr. Horner:

Enclosed is the Driving-Under-the-Influence (DUI) program Notice of Deficiency Report, for Cascade Circle, Inc., License Number 45-002-01-120.

The Health and Safety Code (HSC), Section 11837.6(b) requires that the county alcohol program administrator monitor the DUI programs at least once every six months to ensure compliance with applicable statutes and regulations. This site review was for the review period July 1, 2018 through December 31, 2018. The next review period will cover 6-months and, will be conducted unannounced.

This section of the HSC also requires a report of findings be sent to the Department of Health Care Services, Driving-Under-the-Influence Program Branch; therefore, a copy is forwarded for their review.

Please provide a corrective action plan for each deficiency identified in the report, within 30 days from the receipt of the Notice of Deficiency Report. If you have any further questions, please contact me at the (916) 470-0202.

Sincerely,

Maleah L. Novak

Maleah L. Novak, DUI Program Consultant
Shasta County Health and Human Services Agency

cc: Katie Cassidy, Interim Program Manager
Shasta County Health and Human Services Agency
Glenn Spellman, Analyst
Department of Health Care Services

**SHASTA COUNTY
DRIVING-UNDER-THE-INFLUENCE PROGRAM
MONITORING REPORT**

Program Name: Cascade Circle, Inc.		License Number 45-002-01-120
Address: 3161 Bechelli Lane, Suite 204B		Telephone (530) 222-8302
City, State, Zip: Redding, CA 96002		Program Type:
Type of Visit [X] Bi-Annual County Review Period: 7/1/18-12/31/18	Date of Review: December 5 & 6, 2018	[x] WR/12-Hour Program [x] 3-Month [x] 6-Month [x] 9-month [x] 18-month

The following review was conducted by MLN Consulting Services, Inc. Health and Safety Code Section 11836 and Title 9, California Code of Regulations, beginning with Section 9802.

NOTICE OF DEFICIENCY

Title 9 Regulations:

1. § 9868. Proof of Enrollment Certificates, Class C Deficiency

(a) The DUI program shall issue a Proof of Enrollment Certificate (Form DL 107, Revised 7-06) to the Department of Motor Vehicles upon request at any point during the period of enrollment. The DUI program shall complete the certificate in electronic format, or by typewriter or by printing legibly in ink. The Proof of Enrollment shall have a unique, pre-printed number, assigned by the Department of Motor Vehicles, and shall be completed and issued pursuant to Section 120.01 of Title 13.

- **R24417: The date of enrollment was incorrect. The participant enrolled into the 9-month program on 11/12/18. However, the DL107 indicated the date of enrollment was 11/19/16.**

RECOMMENDATION: File R24417: This issue was corrected during the site-review (DMV was contacted and a new DL107 was issued). Monitor files for quality assurance.

2. § 9849. Assessment of Participant's Alcohol or Drug Problem, Class C Deficiency

(d) As part of the assessment, the counselor shall recommend any ancillary services he/she thinks would be potentially beneficial to the participant. Ancillary services recommended should be appropriate to the individual participant and available nearby. The counselor shall record the results of the participant's alcohol or drug assessment, the follow up discussion, and the recommendations for ancillary services in the participant's case record. The referral process for ancillary services must be in accordance with Section 9862.

- **A24129: The assessment scored high on the assessment; however, no recommendations for ancillary services were documented on the assessment tool.**

RECOMMENDATION: The previous site visit addressed this issue and training was completed in July 2018. Continue to train the staff and, monitor for quality assurance.

3. § 9852. Educational Sessions, Class C Deficiency

(i) The DUI program shall require each participant to sign a roster at each educational session in order to verify attendance. The DUI program shall maintain attendance rosters for each educational session. The attendance roster for each educational session shall list the following information:

- (1) Date of the session,
- (2) Starting and ending time,
- (3) Topics presented or session number,
- (4) Printed and signed names of participants in attendance, and
- (5) Signature of the program staff who conducted the session.

(j) The DUI program shall document attendance at educational sessions in each participant's case record.

- **Reviewed Monday Education / Anderson / 5:15pm-7:30pm / The Counselor signature was missing for page 2 (5:15pm-7:30pm).**

RECOMMENDATION: Monitor files for quality assurance.

4. § 9878. Participant Fees, Class C Deficiency

(k) The DUI program shall refund to the participant any program fee paid in advance for services the participant did not receive. Refunds to participants who have been dismissed from the program shall be issued within ninety days from the date of dismissal. In calculating the amount to be refunded to the participant, the DUI program shall use the program fee per unit of service approved pursuant to this regulation.

- **R24171: The participant transferred out of the program. The refund calculation form assessed the participant for one extra education session (completed one education and was charged for two educations).**

RECOMMENDATION: A refund check was issued to the participant during the site review. Therefore, no further action is required on this file. Train the staff and monitor for quality assurance.

COMMENTS:

One re-entry note was not signed or dated by the participant. Although Title 9 does not require the participant to sign or date the notes, this is a protocol of the program. Require the participant to sign and date this note as he is still active in the program. Monitor for quality assurance.

**REPORT PREPARED BY: Maleah Novak, DUI Program Consultant
REPORT ISSUED VIA E-MAIL: December 8, 2018
CORRECTIVE ACTION PLAN DUE ON OR, BEFORE: January 8, 2018**



Maleah Novak, President
7250 Elk Grove-Florin Road, #294093
Sacramento, CA 95829

MLN Consulting Services, Inc.
(916) 470-0202
Email: maleah@consultant.com

June 5, 2018

Christine Wright, Executive Director
Wright Education Services
2660 Victor Avenue
Redding, CA 96002

Re: Notice of Deficiency Report, License Number 45-003-01-100

Dear Ms. Wright:

Enclosed is a copy of Shasta County's Driving-Under-the-Influence (DUI) Program Monitoring Report for Wright Education Services located at 2660 Victor Avenue, Redding, CA 96002, License Number 45-003-01-100.

The Health and Safety Code (HSC), Section 11837.6(b) requires that the county alcohol program administrator monitor the DUI programs at least once every six months to ensure compliance with applicable statutes and regulations. This site review was for the review period January 1, 2018 through June 30, 2018. The next review period will cover 6-months (July 1, 2018 through December 31, 2018) and will be conducted unannounced.

This section of the HSC also requires a report of findings be sent to the Department of Health Care Services, Driving-Under-the-Influence Program Branch; therefore, a copy is forwarded for their review.

Please provide a corrective action plan for each deficiency identified in the report, within 30 days from the receipt of the Notice of Deficiency Report. If you have any further questions, please contact me at the (916) 470-0202.

Sincerely,

Maleah Novak

Maleah Novak, DUI Program Consultant
Shasta County Health and Human Services Agency

cc: Katie Cassidy, Interim Program Manager
Shasta County Health and Human Services Agency
Glenn Spellman, Analyst
Department of Health Care Services

**SHASTA COUNTY
DRIVING-UNDER-THE-INFLUENCE PROGRAM
MONITORING REPORT**

Program Name: Wright Education Services		License Number 45-003-01-100
Address: 2660 Victor Avenue		Telephone (530) 223-5122
City, State, Zip: Redding, CA 96002		Program Type:
Type of Visit [X] Bi-Annual County Review Period: 1/1/18-6/30/18	Date of Review: May 31, 2018	[x] WR/12-Hour Program [x] 3-Month [x] 6-Month [x] 9-month

The following review was conducted by MLN Consulting Services, Inc. Health and Safety Code Section 11836 and Title 9, California Code of Regulations, beginning with Section 9802.

NOTICE OF DEFICIENCY

Title 9 Regulations:

1. § 9849. Assessment of Participant's Alcohol or Drug Problem, Class C Deficiency

(d) As part of the assessment, the counselor shall recommend any ancillary services he/she thinks would be potentially beneficial to the participant. Ancillary services recommended should be appropriate to the individual participant and available nearby. The counselor shall record the results of the participant's alcohol or drug assessment, the follow up discussion, and the recommendations for ancillary services in the participant's case record. The referral process for ancillary services must be in accordance with Section 9862.

- **M. M., R., M. R., C. F.: Review of the participant's assessment indicated that the recommendations for ancillary services were not provided (high score).**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

2. § 9851. Program Services To Be Provided, Class C Deficiency

(c) The DUI program shall require a first offender with court-ordered duration of participation to participate in the program for six months or longer as ordered by the court. During that time the DUI program shall require the participant to complete the following:
(3) A minimum of four face-to-face interviews, provided in accordance with Section 9858. The DUI program shall conduct the initial face-to-face interview within 21 days of enrollment. The DUI program shall conduct one face-to-face interview at the end of the second month, and one at the end of the fourth month. The final face-to-face interview shall serve as the exit interview.

- **W. Y. L.: Review of the six-month active file indicated that the face-to-face interviews were to be conducted at the end of the second month and the end of the fourth month. The face-to-face interviews were not conducted in accordance with Title 9.**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

3. § 9851. Program Services To Be Provided, Class C Deficiency

(a) The DUI program shall require a participant enrolled in a program pursuant to Vehicle Code Section 23103.5(e) or 23140 to complete 12 hours of educational sessions, provided in accordance with Section 9852.

- **H. J. The 12-hour active file indicated a face-to-face was completed. However, the 12-hour program only requires 12-hours of education (face-to-face interviews not required).**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

4. § 9854. Group Counseling Sessions, Class C Deficiency

(d) No credit for attendance shall be given unless the participant attended the entire individual counseling session as scheduled.

- **P. R.: There was credit for attending a group session on 5/5/18 (per the attendance tracking sheet). However, the group note was missing in the file.**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

5. § 9854. Group Counseling Sessions, Class C Deficiency

(g) Except as noted in (1) and (2) below, group counseling sessions shall be limited to 15 persons, including participants, their family members, and significant others.

- **Review of the group roster for 04/30/18 indicated attendance for 16 participants;**
- **Review of the group roster for 04/23/18 indicated attendance for 17 participants;**
- **Review of the group roster for 04/19/18 indicated attendance for 16 participants;**
- **Review of the group roster for 04/14/18 indicated attendance for 16 participants;**
- **Review of the group roster for 05/07/18 indicated attendance for 16 participants;**
- **Review of the group roster for 05/07/18 indicated attendance for 16 participants;**
- **Review of the group roster for 05/14/18 indicated attendance for 17 participants;**

- Review of the group roster for 04/21/18 indicated attendance for 16 participants;
- Review of the group roster for 05/05/18 indicated attendance for 16 participants;
- Review of the group roster for 05/12/18 indicated attendance for 17 participants;
- Review of the group roster for 05/26/18 indicated attendance for 16 participants.

RECOMMENDATION: Discussions with the Program Director indicated that the group counseling sessions exceeded the number of participants due to the closure of the Tehama County DUI Program. DHCS indicated this could be considered an emergency. Follow the Title 9 regulations regarding emergencies and document in the participant files and on the roster the nature of the emergency. Train the staff of these regulations and provide evidence of training in the Corrective Action Plan.

6. § 9858. Face-to-Face Interviews, Class C Deficiency

(e) The interviewer shall document the following information in each participant's record:

(1) The date, time, and length of each face-to-face interview.

- R. L. Review of the last face-to-face note on 01/15/18 was missing the start and end time.

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

7. § 9867. Notice of Completion Certificates, Class C Deficiency

(g) Within ten days after the date that a participant completes all program services and has paid his/her assessed program fee and any additional fees, the DUI program shall:

(1) Issue the original Notice of Completion Certificate in the name of the participant and immediately submit it to the Department of Motor Vehicles pursuant to Section 120.00 of Title

- Review of the DL101 completion log indicated seven completion certificates were issued beyond 10 days from the date of completion.

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

8. § 9886. Dismissal of Participants, Class C Deficiency

(f) The DUI program shall not give credit for services attended prior to dismissal if the participant has not been enrolled in a DUI program for a period of two years or longer.

- M. J. The participant enrolled and attended services in the program on 08/30/14 and was dismissed on 10/18/14. The participant reenrolled on 02/14/18 and was provided credit for services attended in 2014. However, credit for services attended two years or longer after the date of dismissal from the program does not count. The participant should have been required to attend the entire program without credit.

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

REPORT PREPARED BY: Maleah Novak, DUI Program Consultant

REPORT ISSUED VIA E-MAIL: June 5, 2018

CORRECTIVE ACTION PLAN DUE ON OR BEFORE: July 5, 2018



Maleah Novak, President
7250 Elk Grove-Florin Road, #294093
Sacramento, CA 95829

MLN Consulting Services, Inc.
(916) 470-0202
Email: maleah@consultant.com

December 10, 2018

Christine Wright, Executive Director
Wright Education Services
2660 Victor Avenue
Redding, CA 96002

Re: Notice of Deficiency Report, License Number 45-003-01-100

Dear Ms. Wright:

Enclosed is a copy of Shasta County's Driving-Under-the-Influence (DUI) Program Monitoring Report for Wright Education Services located at 2660 Victor Avenue, Redding, CA 96002, License Number 45-003-01-100.

The Health and Safety Code (HSC), Section 11837.6(b) requires that the county alcohol program administrator monitor the DUI programs at least once every six months to ensure compliance with applicable statutes and regulations. This site review was for the review period July 1, 2018 through December 31, 2018. The next review period will cover 6-months and, will be conducted unannounced.

This section of the HSC also requires a report of findings be sent to the Department of Health Care Services, Driving-Under-the-Influence Program Branch; therefore, a copy is forwarded for their review.

Please provide a corrective action plan for each deficiency identified in the report, within 30 days from the receipt of the Notice of Deficiency Report. If you have any further questions, please contact me at the (916) 470-0202.

Sincerely,

Maleah Novak

Maleah Novak, DUI Program Consultant
Shasta County Health and Human Services Agency

cc: Katie Cassidy, Interim Program Manager
Shasta County Health and Human Services Agency
Glenn Spellman, Analyst
Department of Health Care Services

SHASTA COUNTY DRIVING-UNDER-THE-INFLUENCE PROGRAM MONITORING REPORT

Program Name: Wright Education Services		License Number 45-003-01-100
Address: 2660 Victor Avenue		Telephone (530) 223-5122
City, State, Zip: Redding, CA 96002		Program Type:
Type of Visit [X] Bi-Annual County Review Period: 7/1/18- 12/31/18	Date of Review: December 7, 2018	<input checked="" type="checkbox"/> WR/12-Hour Program <input checked="" type="checkbox"/> 3-Month <input checked="" type="checkbox"/> 6-Month <input checked="" type="checkbox"/> 9-month

The following review was conducted by MLN Consulting Services, Inc. Health and Safety Code Section 11836 and Title 9, California Code of Regulations, beginning with Section 9802.

NOTICE OF DEFICIENCY

Title 9 Regulations:

1. § 9848. Participant Enrollment, Class C Deficiency

(D) Completing a participant contract listing the services to be provided, program rules, grievance procedures, program fees, additional fees, payment schedule and reasons for dismissal from the program, as stated in Section 9886. The contract shall include a statement that the participant may request the DUI program to conduct a financial assessment to determine the participant's ability to pay the program fee. The counselor shall:

1. Explain and date the contract;
2. Sign the contract and require the participant to sign the contract.
 - **S. E. The participant re-enrolled back in to the program on 11/29/18; however, the reinstatement addendum form was missing the participant signature.**
 - **J.K.: It is recommended that the participant contract be noted when a participant is elevated to another program length. When the elevation occurs, either a court document or H-6 printout is required per Title 9, Section 9848(a).**
 - **C.S.: Review of the contract addendum for reinstatement indicates the per session fee for group and education is \$29.66 per unit. However, review of the refund calculation form, indicates the per unit fee is \$28.30. The contract must match the actual refund calculation. It is recommended that a revision date be added to the reinstatement contract (when updated).**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

2. § 9849. Assessment of Participant's Alcohol or Drug Problem, Class C Deficiency

(d) As part of the assessment, the counselor shall recommend any ancillary services he/she thinks would be potentially beneficial to the participant. Ancillary services recommended should be appropriate to the individual participant and available nearby. The counselor shall record the results of the participant's alcohol or drug assessment, the follow up discussion, and the recommendations for ancillary services in the participant's case record. The referral process for ancillary services must be in accordance with Section 9862.

(e) The participant and the counselor shall sign and date the results of the assessment and follow up discussion.

- **H. J. The staff member signature and date was missing on the assessment. Additionally, the evaluation and recommendations section of the assessment was left blank.**
- **B. D. The participant signature and date was missing on the assessment form.**
- **J.K.: The assessment did not document a discussion of the assessment results or the RAP Score Part 1 and Part 2.**
- **C.S.: Documentation of the discussion of assessment results needs to be noted on the assessment tool.**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

3. § 9854. Group Counseling Sessions, Class C Deficiency

(d) No credit for attendance shall be given unless the participant attended the entire individual counseling session as scheduled.

- **Y. J.: Review of the 6-month active file indicated credit for group session dated 11/19/18 on the attendance tracking sheet; however, the group note was missing.**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

4. § 9854. Group Counseling Sessions, Class C Deficiency

(c) Group counseling sessions may emphasize a specific topic or may be less structured in nature.

- **H.N.: Review of the group notes indicated the topic for five groups was “weekly progress” or “current topic”.**

RECOMMENDATION: The topic of the group must be noted on the progress notes that is documented on the sign-in sheet.

5. § 9858. Face-to-Face Interviews, Class C Deficiency

(f) No credit for attendance shall be given unless the participant attended the entire face-to-face interview as scheduled.

- **Y. J.: Review of the 6-month active file indicated credit for face-to-face session dated 11/13/18 (on the attendance tracking sheet); however, the face-to-face note was missing.**
- **M. R.: Review of the 6-month active file indicated credit for face-to-face session dated 11/28/18 (on the attendance tracking sheet); however, the face-to-face note was missing.**

RECOMMENDATION: Provide training to the staff and submit the sign-in sheet for the training on this deficiency with the Corrective Action Plan.

6. § 9867. Notice of Completion Certificates, Class C Deficiency

(g) Within ten days after the date that a participant completes all program services and has paid his/her assessed program fee and any additional fees, the DUI program shall:

(1) Issue the original Notice of Completion Certificate in the name of the participant and immediately submit it to the Department of Motor Vehicles pursuant to Section 120.00 of Title

- **Review of the DL-101 Notice of Completion Log indicated five (5) DL-101 completion certificates were issued beyond 10-days from the date of completion.**

RECOMMENDATION: Further discussions with the Director indicated the wrong date of completion was noted on each record. Contact DMV to determine if a revised DL-101 certificate should be issued (to correct the completion date). If revised DL-101s are not required, note in each record that DMV indicated a new DL-101 is not required for their record. Indicate in the CAP the status of each certificate.

7. § 9886. Dismissal of Participants, Class C Deficiency

(a) The DUI program shall dismiss from the program any participant who:
(5) Fails to attend program services for 21 days or longer without obtaining a leave of absence in accordance with Section 9876.5. This section shall not apply to multiple offenders in the last six months of the 18-month program or the last twelve months of the 30-month program;

- **J.H.: The file indicated the participant was dismissed for 21-days. However, it cannot be determined if the participant received a copy of the termination notice (sent to Shasta Court).**

RECOMMENDATION: Obtain a stamp that indicates the date the participant was provided a copy. If the DMV is provided a DL101-A, indicate the date a copy was provided to the participant. It was discussed that the Court of Conviction receives a copy of the dismissal letter.

REPORT PREPARED BY: Maleah Novak, DUI Program Consultant

REPORT ISSUED VIA E-MAIL: December 10, 2018

CORRECTIVE ACTION PLAN DUE ON OR BEFORE: January 10, 2018

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: January 29, 2019

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

Salary resolution which amends the Shasta County Position Allocation List.

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

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a salary resolution, effective February 3, 2019, which amends the Shasta County Position Allocation List to delete 1.0 Full-Time Equivalent (FTE) Agency Staff Services Analyst I/II and add 1.0 FTE Staff Services Analyst I/II in the Health Services – Mental Health Services Act (MHSA) budget.

SUMMARY

As vacancies become available, the duties and responsibilities associated with positions, along with the needs of the department, are evaluated.

DISCUSSION

The department is requesting the deletion of 1.0 FTE Agency Staff Services Analyst and the addition of 1.0 FTE Staff Services Analyst I/II in the MHSA budget in order to standardize the analyst positions throughout the Health and Human Services Agency (HHSA).

ALTERNATIVES

The Board could choose not to approve the salary resolution. This is not recommended as this add/delete will allow the department greater flexibility in their recruitment efforts and departmental staffing.

OTHER AGENCY INVOLVEMENT

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

FINANCING

HHSa’s Fiscal Year 2018-2019 Adopted Budget includes sufficient appropriation authority for the activities described in this salary resolution. No additional County General Funds are requested.

ATTACHMENTS:

Description	Upload Date	Description
BSS Salary Resolution	1/18/2019	BSS Salary Resolution

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

BE IT RESOLVED that effective February 3, 2019, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>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>DELETE</u>									
	Agency Staff Servs Analyst I or	C	1	1.0	2544	UPEC	425	3208	4095
	Agency Staff Servs Analyst II	C				UPEC	455	3714	4740
<u>ADD</u>									
60	Staff Services Analyst I or	C	1	1.0		UPEC	425	3208	4095
60	Staff Services Analyst II	C				UPEC	455	3714	4740

DULY PASSED AND ADOPTED this 29th day of January, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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 29, 2019

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Census 2020 Funding Resolution

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) Supports participation in the U.S. Census 2020 by appointing the Department of Housing and Community Action Programs as the lead agency; and (2) authorizes the County Executive Officer, or his/her designee, to sign the Opt-in Letter and the California Complete Count 2020 Office Outreach Agreement to accept state funds in an amount not to exceed \$100,000 to conduct outreach activities to promote participation in the U.S. Census 2020 for Shasta County, as long as the agreement otherwise complies with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

Approval of the recommendation would allow the Department of Housing and Community Action Programs (Department) to enter into the Outreach Agreement and to use State funds to conduct outreach activities to promote participation in the U.S. Census 2020.

DISCUSSION

The decennial census enumerates each person in the United States. The results are used to allocate Congressional seats, electoral votes, and government program funding to state and local governments. The census also provides a social, demographic, and economic profile of the country's residents, informing decisions made by policy makers and businesses. Based on the funding component, a census that undercounts Californians could cost the state billions of dollars, which could inadvertently impact funds that are allocated to Shasta County. The State is expected to lose approximately \$1,950 per person, per year, for a period of 10 years, in federal funding for residents not counted in the 2020 Census.

The California Complete Count Census 2020 initiative is a statewide outreach and awareness campaign designed to ensure an accurate and complete count of Californians in the upcoming census count. The initiative will focus on both geographic areas and demographic populations who are "least likely to respond". These areas and populations are commonly referred to as "Hard to Count" areas. In the 2010 decennial census count for Shasta County, 79.6% of the residents participated by returning the Census form in the mail. Using the calculations above, for every resident missed, Shasta County would have potentially

been eligible to receive an additional \$700 million dollars during the years 2010 to 2020. The Department’s Community Action Agency will organize a Complete Count Committee for Shasta County to include members from local governments, schools, faith-based organizations, media, and the business community. These members will provide assistance to carry out strategic plan goals, activities, and input on development of the implementation plan.

The resolution recommends that Shasta County Board of Supervisors accepts \$100,000 from the California Complete Count Census 2020 Office to organize a Complete Count Committee for Shasta County, develop a strategic plan, develop an implementation plan, participate in monthly meetings with assigned regional program manager, and prepare written reports to reach the Hard to Count areas of Shasta County. Shasta County Community Action Agency, with support of the Shasta County Board of Supervisors, will be an integral part in ensuring an accurate and complete count of all county citizens by participating in the California Complete Count Census initiative.

ALTERNATIVES

The Board of Supervisors could decline to approve the recommendation. This alternative is not recommended as the lack of public participation in the Census, could cause a negative impact on future federal funding for Shasta County.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Once the Outreach Agreement is approved by California Complete Count 2020 Office, a budget amendment will be requested. Grant revenue not expended during one fiscal year will roll forward to the next fiscal year. There is no match requirement for this grant. There is no additional General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Resolution	1/16/2019	Resolution

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING THE COMMUNITY ACTION AGENCY TO OPT-IN TO
PARTICIPATE IN THE 2020 CENSUS**

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, Census data is used to determine federal funding levels and congressional representation, both of which are critical to state and local governments; and

WHEREAS, a significant amount of work is required in order to achieve full participation in the 2020 U.S. Census, especially in California which has one of the highest Hard-to-Count populations in the nation; and

WHEREAS, recognizing these challenges, leaders in our state have made a significant commitment to Census 2020 outreach and communication efforts by investing \$90.3 million toward strategies and activities that will help ensure an accurate and successful count in California; and

WHEREAS, the County of Shasta is eligible to receive \$100,000 from the California Complete Count Census 2020 Office, based on population and the California Hard-to-Count Index created by the California Department of Finance, Demographic Research Unit and modeled on the U.S. Census Bureau's Hard-to-Count Score of past censuses; and

WHEREAS, the County of Shasta, in partnership with the State of California, other local governments, businesses, and community organizations, is committed to ensuring every resident in the County is counted; and

WHEREAS, the County of Shasta, in order to declare its intent to obtain the allocation amount will need to approve, sign, and submit an Opt-in Letter to the State of California; and

WHEREAS, the County of Shasta, in accepting the allocation amount will be obligated to ensure timely and comprehensive reports as set forth in the terms of California Complete Count 2020 Office Outreach Agreement ("Outreach Agreement") including: preparing a Strategic Plan; participating in a monthly in-person meeting or call with the assigned State Regional Program Manager; preparing quarterly written reports; preparing an Implementation Plan, and preparing a Final Report.

NOW, THEREFORE, BE IT RESOLVED that:

Resolution No. 2019-_____

Page 2 of 2

(1) The Shasta County Board of Supervisors supports participation in the 2020 U.S. Census, and designates the Shasta County Housing and Community Action Agency department as lead agency for the purposes of the Outreach Agreement, and

(2) The Shasta County Board of Supervisors authorizes the County Executive Officer, or the County Executive Officer's designee, to sign the Opt-in Letter and the Outreach Agreement, as long as the agreement complies with Administrative Policy 6-101, *Shasta County Contracts Manual*, in order for the Community Action Agency to receive up to \$100,000 in census funding as set forth by the California Complete Count Census 2020 Office and use State funds to conduct outreach activities to promote participation in the 2020 U.S. Census.

DULY PASSED AND ADOPTED this 29th day of January, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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 29, 2019

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

Agreement with Plumas Crisis Intervention Resource Center

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

Approve and authorize the Chairman to sign a retroactive agreement with Plumas Crisis Intervention Resource Center in an amount not to exceed \$56,661 to provide short-term housing assistance in Plumas County for the period July 1, 2018 through June 30, 2019.

SUMMARY

DISCUSSION

On August 1, 2017, State of California Department of Housing and Community Development (HCD) released a Notice of Funding Availability for Emergency Solutions Grant Program (ESG) for the Balance of State Allocation. Shasta County Department of Housing and Community Action Programs (Department) submitted an application to HCD in the amount of \$236,229 on behalf of the Homeless Continuum of Care for short-term housing assistance, Homeless Management Information System, Coordinated Entry System and administrative funds. On December 21, 2017, the Department received an awarded letter from HCD. An agreement with HCD was fully executed on April 12, 2018 providing authority to expend funds.

On June 18, 2018, the Department released a Request for Funds within the Homeless Continuum of Care region, which includes Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou Counties for short-term rental assistance, otherwise known as Rapid Rehousing. Through the Request for Funds, three applications were received for Rapid Rehousing funding to be expended in communities. Plumas Crisis Intervention Resource Center (PCIRC) requested funds in the amount of \$56,661 to provide Rapid Rehousing funding for homeless individuals in Plumas County. In the request, PCIRC indicated that approximately 125 clients would be served with Rapid Rehousing funds in Fiscal Year 18/19.

ALTERNATIVES

The Board of Supervisors could decline to approve the recommendation.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Funds and related expenditures are included in the department's Fiscal Year 18/19 Adopted Budget. There is no additional General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
PCIRC Contract	1/18/2019	PCIRC Contract

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER**

This 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 Plumas Crisis Intervention and Resource Center, a California Non-Profit ("Consultant") for the purpose of implementation of the California Department of Housing & Community Development's Emergency Solutions Grant Program ("ESG") for rapid re-housing program throughout the Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CA-516 Continuum of Care Service Area ("CA-516 COC") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, State of California Department of Housing and Community Development entered in an agreement with County on April 12, 2018 to award ESG Funding; and

WHEREAS, County wishes to contract with Consultant to implement a rapid re-housing program in the CA-516 Continuum of Care Service Area

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions set forth in this agreement, County and Consultant, agree as follows:

Section 1. DEFINITIONS.

- A. California Department of Housing and Community Development ("CA HCD") means the State of California Department funding source for receiving ESG funds.
- B. Agreement Number 17-ESG-11876 means the contract between the California State Department of Housing and Community Development and the County of Shasta, which is attached and incorporated herein as Exhibit A.
- C. Rapid Re-housing means use of ESG funds to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participant who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR §576.2 or who meet the criteria under paragraph (4) of the "homeless: definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition and also means any other use of ESG funds as allowed in accordance with 24 CFR §576.104 ("Rapid re-housing assistance component")
- D. Housing and Urban Development ("HUD") means the United States Department of Housing and Urban Development.

- E. Housing First means a homeless assistance approach that prioritizes providing individuals and families who meet the federal definition of homelessness with permanent housing as quickly as possible and then providing other voluntary services as needed to maintain housing for those individuals and families, including, but not limited to:
- (1) Providing a well-targeted system of case management
 - (2) Financial assistance
 - (3) Stabilization support services
- F. For purposes of this Agreement, rental subsidies or assistance means provision of rental assistance to provide short-term or medium-term housing to families or individuals who are homeless (maximum of 24 months in a 3-year period) and also means providing security or utility deposits, utility payments, rental assistance for a final month at a location, assistance with moving costs, or other activities that are effective at stabilizing individuals and families in their current housing or quickly moving such individuals and families to other permanent housing.

Section 2. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide rental subsidies or assistance payable to qualified, eligible landlords on behalf of eligible clients residing in ESG-eligible households in the CA-516 COC Service Area. The amount of the rental subsidies shall comply with all applicable laws and HUD regulations and shall not exceed the most recent published Fair Market Rent for the unit the client is residing in. Fair Market Rent amount may be obtained at <https://www.huduser.gov/portal/datasets/fmr.html>. Consultant shall verify the eligibility of recipients of rental subsidies or assistance and for purposes of reimbursement by County under this Agreement, shall not provide rental subsidies or assistance to ineligible recipients.
- B. Provide a written quarterly report ("Quarterly Report") to County on February 28, 2019, April 15, 2019, and July 15, 2019 for the preceding three month period or fraction thereof, regarding services rendered pursuant to Section 2.A and 2.B. of this agreement.
- C. Comply with any and all applicable HUD regulations, including but not limited to those regulations referenced in Exhibit A, Emergency Solutions Grants Program codes and regulations set forth in 42 USC §§11371 – 42 USC 11378, 24 CFR Part 576, and 25 CCR §8400, *et seq.*
- D. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or

written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 4. COMPENSATION.

- A. Consultant shall be reimbursed on a monthly basis for all rental subsidy payments made by Consultant in accordance with Section 2 herein. County shall not pay Consultant for any administrative costs or administrative services.
- B. In no event shall the maximum amount payable under this agreement exceed \$56,661.
- C. 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 monthly invoices to Shasta County Housing and Community Action Programs, ATTN: Torri Cardilino, 1450 Court Street, Suite 108 Redding, CA 96001 each month no later than the 15th day of the month for the rental subsidies paid the month prior. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- C. Valid invoices must include detailed expense and services rendered documentation comprising of rental receipt(s) obtained by landlord, copy of check(s) issued to landlord, and other reasonable documentation that the County may require Consultant to provide.

Section 6. TERM OF AGREEMENT.

This agreement shall commence as of July 1, 2018 and shall end June 30, 2019.

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by County's Board of Supervisors, County's Executive Officer or his/her designee, or by the Shasta County Housing and Community Action Agency Director or his/her designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 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 provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

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

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

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 subcontractor, any person employed under Consultant, or under any subcontract, 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 subcontractor, 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 12. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractor to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.

- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new

endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of

1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

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

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

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

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement

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

Section 17. LICENSES AND PERMITS.

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

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

- A. Except as provided in section 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
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: Director
Plumas Crisis Intervention & Resource Center
591 Main St

Quincy, CA 95971
Telephone (530) 283-5515
Fax (530) 283-3539

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

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. PROPERTY TAXES.

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

Section 24. SEVERABILITY.

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

Section 25. COUNTY'S RIGHT OF SETOFF.

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

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

Section 26. CONFIDENTIALITY.

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

Section 27. SCOPE AND OWNERSHIP OF WORK.

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

Section 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.

[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: _____

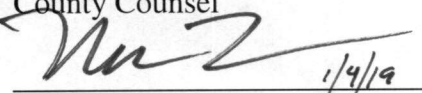
LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

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:  01/07/19
James Johnson, Risk Management Analyst III

**PLUMAS CRISIS INTERVENTION AND
RESOURCE CENTER
CONSULTANT**

Date: 27 Dec 2018

By: 
JOHANNA A. DOWNEY
Tax I.D. #: 68-0062136