



# SHASTA COUNTY

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## BOARD OF SUPERVISORS

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

Supervisor 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, July 16, 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](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 Pat Nugent, Calvary Chapel Burney Falls

Pledge of Allegiance: Supervisor Chimenti

## **REGULAR CALENDAR**

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

## **BOARD MATTERS**

### **R 1 Board Matters**

Adopt a resolution which recognizes Shasta County Resource Management Department, Senior Environmental Health Specialist, James Whittle as Shasta County's Employee of the Month for July 2019.

**No Additional General Fund Impact**

**Simple Majority Vote**

## **PRESENTATIONS**

### **R 2 Presentation**

Receive a presentation from Kari Haley-Hathaway, owner of Haley Insurance Marketing, Inc., regarding insurance in high fire hazard areas.

**No General Fund Impact**

**No Vote**

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

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

## **CONSENT CALENDAR**

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

## **GENERAL GOVERNMENT**

### **C 1 Administrative Office**

Approve and authorize: (1) The Chairman to sign an amendment, effective date of signing, to the agreement with the Superior Court, modifying various fees paid by



the County to the Court for services provided by the Court, retaining the term July 1, 2015 through June 30, 2020; and (2) a budget amendment increasing appropriations in the Trial Court budget by \$19,605, offset with the use of General fund balance.

**General Fund Impact** **4/5 Vote**

**C 2 Administrative Office**

**Sheriff-Jail**

**Probation**

Approve and authorize the Chairman to sign a retroactive amendment, effective December 1, 2018, to the agreement with California Forensic Medical Group, Inc. (CFMG), to clarify compensation, clarify billing, and modify the staffing matrix to reflect additional CFMG staffing in the Jail, retaining the term July 1, 2016 through June 30, 2019, with two automatic one-year renewals.

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

**C 3 Auditor-Controller**

Approve and authorize the Chairman to sign the County claims list in the amount of \$1,336.50 as submitted.

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

**C 4 Clerk of the Board**

Approve the minutes of the meeting held on June 25, 2019, as submitted.

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

**C 5 Clerk of the Board**

As introduced on June 25, 2019, enact an Ordinance of the Board of Supervisors of the County of Shasta County Service Area No. 8-Palo Cedro Water and Sewer, Setting Forth Charges and Fees for Various Services.

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

**C 6 Clerk of the Board**

Take the following actions regarding the Indian Gaming Local Community Benefit Committee: (1) Appoint Jack Potter, Jr., as a member for a four-year term to expire June 30, 2023; (2) reappoint Tracy Edwards as a member for a four-year term to expire June 30, 2023; (3) appoint Jason Hayward, Jr. as an alternate for a four-year term to expire June 30, 2023; and (4) reappoint Stacey Carman and Larry Lees as alternates for four-year terms to expire June 30, 2023.

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

**C 7 Support Services-Purchasing**

Approve and authorize the Chairman to sign a renewal agreement with All Seasons Moving and Storage, Inc., dba Don Hemsted's Van and Storage in an amount not to exceed \$200,000 to provide moving and other services to various County

Departments for the period August 22, 2019 through August 21, 2020, with two automatic one-year renewals.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 8 Support Services-Purchasing**

Approve and authorize the Chairman to sign a renewal agreement with Chris Cable dba Caliber Office Furniture, LLC, in an amount not to exceed \$200,000 to provide moving and other services to various County Departments for the period August 22, 2019 through August 21, 2020, with two automatic one-year renewals.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 9 Support Services-Purchasing**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Securitas Security Services USA, Inc., to provide security services, changing the County Contact, and modifying language to allow future updates to Attachment A-8 "On-Site and Security Patrol Schedules" to be signed by the Support Services Director, and retaining the maximum compensation of \$3,174,420.49 and the term of July 9, 2015 through June 30, 2020.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 10 Support Services-Purchasing**

Approve and authorize the Chairman to sign an agreement with Technical Resource Management, LLC, dba Cordant Health Solutions in an amount not to exceed \$100,000 to provide drug testing materials and confirmation testing to various County departments for the period date of signing through June 30, 2020, with two automatic one year renewals.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 11 Support Services-Personnel**

**Assessor-Recorder**

Adopt a salary resolution effective July 21, 2019, which: (1) Amends the Shasta County Classification Specifications and Salary Schedule as follows: (a) delete Assessor/Recorder Clerk I/II/III; (b) delete Senior Assessor/Recorder Clerk; (c) delete Supervising Assessor/Recorder Clerk; (d) add Assessor/Recorder Specialist I/II/III; (e) add Senior Assessor/Recorder Specialist; (f) add Supervising Assessor/Recorder Specialist; (2) amends the County Position Allocation List, effective July 21, 2019, as follows: (a) reclassify positions from 6.0 Full Time Equivalent (FTE) Assessor/Recorder Clerk I/II/III to 6.0 FTE Assessor/Recorder Specialist I/II/III within the Assessor budget; (b) from 4.0 FTE Senior Assessor/Recorder Clerk to 4.0 FTE Senior Assessor/Recorder Specialist and from 1.0 FTE Supervising Assessor/Recorder Clerk to 1.0 Supervising Assessor/Recorder Specialist within the Assessor budget; (c) reclassify positions from 5.0 Full Time Equivalent (FTE) Assessor/Recorder Clerk I/II/III to 5.0 FTE Assessor/Recorder Specialist I/II/III within the Recorder budget; and (d) from 2.0

FTE Senior Assessor/Recorder Clerk to 2.0 FTE Senior Assessor/Recorder Specialist, and from 1.0 FTE Supervising Assessor/Recorder Clerk to 1.0 Supervising Assessor/Recorder Specialist within the Recorder budget; and (3) adds class specifications for the Assessor/Recorder Specialist I, Assessor/Recorder Specialist II, Assessor/Recorder Specialist III, Senior Assessor/Recorder Specialist, and Supervising Assessor/Recorder Specialist positions.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 12 Support Services-Personnel**

**Child Support Services**

Adopt a salary resolution, effective July 21, 2019, which amends the Shasta County Position Allocation List to delete 1.0 Full Time Equivalent (FTE) vacant Child Support Specialist I/II and add 1.0 FTE Child Support Assistant I/II in the Child Support Services budget.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 13 Support Services-Personnel**

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

Adopt a salary resolution, effective July 21, 2019, which: (1) Adds the Certified Medical Assistant position to the Shasta County Classification Specifications and Salary Schedule; and (2) amends the Shasta County Position Allocation List as follows: (a) deletes 1.0 Full Time Equivalent (FTE) vacant Community Mental Health Worker and adds 1.0 FTE Certified Medical Assistant in the Mental Health Services Act (MHSA) budget; and (b) deletes 1.0 FTE Staff Nurse II and adds 1.0 FTE Clinical Psychologist I/II/III/Mental Health Clinician I/II/II/ Staff Nurse I/II in the Mental Health budget.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 14 Support Services-Personnel**

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

Adopt a salary resolution, effective July 21, 2019, which amends the Shasta County Position Allocation List to reclassify one position within the Health and Human Services Agency (HHSA) - Regional Services Branch from 1.0 Full Time Equivalent (FTE) Program Manager I to 1.0 FTE HHSA Program Manager in the Social Services budget.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 15 Support Services-Personnel**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Liebert Cassidy Whitmore (LCW), in an advance payment amount not to exceed \$4,400, for the provision of five days of employment relations group training workshops for County employees, LCW attorney telephone consult services, and a monthly newsletter, for the period July 1, 2019 through June 30, 2020, with annual extensions by written consent.

**No Additional General Fund Impact**

**Simple Majority Vote**

**HEALTH AND HUMAN SERVICES**

**C 16 Health and Human Services Agency-Adult Services**

Approve and authorize the Chairman to sign a retroactive renewal agreement with California Locums P.C. in an amount not to exceed \$1,000,000 to provide locum tenens psychiatrists and nurse practitioners for the period July 1, 2019 through June 30, 2022.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 17 Health and Human Services Agency-Regional Services**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Northern Valley Catholic Social Service, Inc. in an amount not to exceed \$190,000 to provide Cal-Learn case management services for the period July 1, 2019 through June 30, 2021.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 18 Housing and Community Action Programs**

Adopt a resolution which approves and authorizes: (1) The Director of Housing and Community Action Agency Programs (Director) to sign and submit an application, and all required grant application documents, to the California Department of Housing and Community Development in an amount not to exceed \$135,046 for Emergency Solutions Grant (ESG) Program funding for a Rapid Rehousing Program and a Homeless Management Information System for the period February 1, 2020 through February 28, 2021; (2) the County Executive Officer or his/her designee to sign the standard agreement for the grant, and any amendments, provided that County Counsel has approved them as to form; and (3) the Director to expend the grant funds in a manner consistent and in compliance with all applicable state, federal and other statutes, rules, regulations, guidelines, and laws, including without limitation all rules and laws regarding the ESG Program, in a manner consistent with the standard agreement.

**No Additional General Fund Impact**

**Simple Majority Vote**

**LAW AND JUSTICE**

**C 19 Sheriff**

Approve and authorize: (1) The Chairman to sign an evergreen agreement with RagnaSoft, Inc. d.b.a. PlanIt Schedule (PlanIt), effective August 1, 2019, in an advance annual payment of \$5,905 for the first year due upon agreement execution to provide web application service and hosting for a complete scheduling and communications software designed specifically for law enforcement; and (2) the County Executive Officer or his/her designee to sign annual PlanIt renewal extension documents, including retroactive, so long as the cost for twelve months does not exceed \$15,000 and the twelve-month extension document is approved as

to form by County Counsel, approved by County's Risk Manager, and approved by the Chief Information Officer.

**No Additional General Fund Impact**

**Simple Majority Vote**

**PUBLIC WORKS**

**C 20 Public Works**

Award to the lowest responsive and responsible bidder, Apex Fence Co, Inc., on a unit cost basis, the contract for the "Guardrail Repair (Creek Fire) Project," Contract No. 704045, in the amount of \$187,504.

**No General Fund Impact**

**Simple Majority Vote**

**C 21 Public Works**

Approve and authorize the Public Works Director to sign a Notice of Completion for the "Guardrail Repair (On-System Roadways) Project," Contract No. 704010-ON SYS, and record it within 15 days of actual completion.

**No General Fund Impact**

**Simple Majority Vote**

**C 22 Public Works**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Mark Steinmetz dba Marksman Pest Control to provide pest control services, to increase compensation by \$15,000 for a new total not to exceed \$100,000 to provide additional services, and retain the term September 19, 2016, through September 18, 2017, with two automatic one-year renewals.

**No Additional General Fund Impact**

**Simple Majority Vote**

**RESOURCE MANAGEMENT**

**C 23 Resource Management**

**Environmental Health Division**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with the California Association of Environmental Health Administrators to provide Certified Unified Program Agency inspection services to increase maximum compensation from \$49,000 to \$110,000 during the entire term of the agreement and retain the term January 9, 2019 through January 9, 2020.

**No Additional General Fund Impact**

**Simple Majority Vote**

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**R 3 Administrative Office**

(1) Receive a legislative update and consider action on specific legislation related

to Shasta County's legislative platform; and (2) receive Supervisors' reports on countywide issues.

**No General Fund Impact**

**No Vote**

**R 4 County Counsel**

Take the following actions: (1) Receive a report from Supervisor Chimenti and Supervisor Morgan as members of the temporary ad hoc advisory committee regarding a potential transactions and use tax; (2) receive a report from County Counsel on general legal information concerning a countywide special transactions and use tax ballot measure to address public safety and homeless issues; and (3) consider providing direction to staff.

**No Additional General Fund Impact**

**No Vote**

**RESOURCE MANAGEMENT**

**R 5 Resource Management**

Adopt a resolution of intent to consider amendments to the Shasta County Zoning Plan proposed by staff and recommended by the Planning Commission to establish a Design Review District for downtown Palo Cedro.

**No Additional General Fund Impact**

**Simple Majority Vote**

**OTHER COUNTY AGENCIES**

The Shasta County Board of Supervisors will recess and reconvene as the Shasta County Water Agency. (See purple agenda.)

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

**CLOSED SESSION ANNOUNCEMENT**

**R 6 The Board of Supervisors will recess to a Closed Session to discuss the following items (est. 35 minutes):**

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

(Government Code section 54956.9, subdivision (d), paragraph (4)):

Initiation of Litigation: One potential case

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

(Government Code section 54956.9, subdivision (d), paragraph (1)):

Names of Cases: Christopher McFarland v. County of Shasta

**CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code section 54957.6):

Agency Negotiators:

County Executive Officer Larry Lees

Personnel Director Angela Davis  
Chief Labor Negotiator Gage Dungy, Liebert, Cassidy and Whitmore

Employee Organization:  
Professional Peace Officers Association

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

## **RECESS**

## **REPORT OF CLOSED SESSION ACTIONS**

## **ADJOURN**

## **REMINDERS**

Date:	Time:	Event:	Location:
07/23/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
07/23/2019	3:30 p.m.	Planning Commission Special Meeting	Board Chambers
07/23/2019	4:00 p.m.	Planning Commission Special Meeting	Board Chambers
07/30/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
08/06/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
08/08/2019	2:00 p.m.	Planning Commission Meeting	Board Chambers
08/13/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
08/13/2019	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](mailto:adacoordinator@co.shasta.ca.us). Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please call Clerk of the Board (530) 225-5550 two business days before the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format.**

The Board of Supervisors meetings are viewable on Shasta County's website at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the



BOARD OF SUPERVISORS REGULAR MEETING - July 16, 2019

Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673.

This document and other Board of Supervisors documents are available online at [www.co.shasta.ca.us](http://www.co.shasta.ca.us).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

Shasta County Employee Recognition Program Employee of the Month for July 2019.

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Angela Davis, Director

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

**RECOMMENDATION**

Adopt a resolution which recognizes Shasta County Resource Management Department, Senior Environmental Health Specialist, James Whittle as Shasta County's Employee of the Month for July 2019.

**SUMMARY**

The Shasta County Employee Recognition Committee meets on a regular basis to screen nominees for the Employee of the Month Program. After reviewing nominations, the Employee Recognition Committee is recommending for Board recognition and approval, the Employee of the Month for July 2019.

**DISCUSSION**

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

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that James Whittle, Senior Environmental Health Specialist, Shasta County Resource Management Department, be recognized as the July 2019 Employee of the Month.

As the Environmental Health Division's lead in Carr Fire response and recovery activities, Mr. Whittle's extraordinary leadership and commitment were instrumental to the successful outcomes achieved. Both before and after the Carr Fire response and recovery efforts, Mr. Whittle has fulfilled a critical function for the division, the department, Shasta County,

Northern California, and the State of California with respect to the Certified Unified Program Agency(CUPA) program.

Mr. Whittle was lead in working with and assisting in developing the Digital Health Department (DHD) software program which is used across the state in the CUPA programs. With this software, all aspects of CUPA programs can be tracked, such as facility information, inspections, facility changes, invoicing, and is connected to the California Environmental Reporting System.

During the Carr Fire recovery operations, Mr. Whittle implemented, reviewed, and approved alternative work plans for all private property owner debris removal operations and reviewed soil test results and final reports to ensure parcels were cleaned appropriately. He was the liaison between Environmental Health and CA Office of Emergency Services, Department of Toxic Substance Control, and CalRecycle.

**ALTERNATIVES**

No other alternatives are recommended.

**OTHER AGENCY INVOLVEMENT**

The Employee Recognition Program was developed and operates with significant input from, and involvement by, County departments and employee bargaining units. The Employee of the Month nomination is submitted by the Employee Recognition Committee made up of Angela Davis, Director of Support Services; Captain Pat Kropholler; Ayla Tucker, Administrative Analyst I; Phillip Crawford, Social Worker Supervisor I; Michael Conti, Health and Human Services Program Manager; and Ken Koenen, Deputy Sheriff.

**FINANCING**

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

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution - EOM July 2019	6/19/2019	Resolution - EOM July 2019

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RECOGNIZING JAMES WHITTLE, SENIOR ENVIRONMENTAL HEALTH SPECIALIST  
OF THE SHASTA COUNTY RESOURCE MANAGEMENT DEPARTMENT,  
AS JULY 2019 EMPLOYEE OF THE MONTH**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that as the Environmental Health Division's lead in Carr Fire response and recovery activities, Mr. Whittle's extraordinary leadership and commitment were instrumental to the successful outcomes achieved. Both before and after the Carr Fire response and recovery efforts, Mr. Whittle has fulfilled a critical function for the division, the department, Shasta County, Northern California, and the State of California with respect to the Certified Unified Program Agency (CUPA) program.

**BE IT FURTHER RESOLVED** that Mr. Whittle was lead in working with and assisting in developing the Digital Health Department (DHD) software program which is used across the state in the CUPA programs. With this software, all aspects of CUPA programs can be tracked, such as facility information, inspections, facility changes, invoicing, and is connected to the California Environmental Reporting System.

During the Carr Fire recovery operations, Mr. Whittle implemented, reviewed, and approved alternative work plans for all private property owner debris removal operations and reviewed soil test results and final reports to ensure parcels were cleaned appropriately. He was the liaison between Environmental Health and CA Office of Emergency Services, Department of Toxic Substance Control, and CalRecycle.

**ALTERNATIVES**

No other alternatives are recommended.

**DULY PASSED AND ADOPTED** this 16th day of July, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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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:** July 16, 2019

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

**SUBJECT:**

First Amendment to the agreement between the County of Shasta and the Superior Court of California,  
County of Shasta

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Terri Howat, County Chief Financial Officer, 530-225-5561

**STAFF REPORT APPROVED BY:** Terri Howat, County Chief Financial Officer

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

**RECOMMENDATION**

Approve and authorize: (1) The Chairman to sign an amendment, effective date of signing, to the agreement with the Superior Court, modifying various fees paid by the County to the Court for services provided by the Court, retaining the term July 1, 2015 through June 30, 2020; and (2) a budget amendment increasing appropriations in the Trial Court budget by \$19,605, offset with the use of General fund balance.

**SUMMARY**

Since the trial court funding reform effort began in 1997 with the enactment of the Lockyer-Isenberg Trial Court Funding Act (AB 233, Escutia.), no less than annually the County and the Superior Court (Court) have negotiated services each entity will provide the other. This first amendment to the MOU will adjust various fees paid by the County to the Court.

**DISCUSSION**

The initial Trial Court Funding legislation called for annual operational agreements between counties and courts commencing July 1, 1999. The agreement details services each entity will provide the other as well as the associated charges.

The Court provides a comprehensive collections program on behalf of the County in return for a percentage of the funds received from accounts in “collection” status to cover the cost of the collections program. The Court Executive Officer has requested an increase in the percentage to offset costs associated with this program. Administrative fees for County collections will increase from 24 percent to 30 percent; and for Probation collections from 24 percent to 30 percent. Fines and fees collected are also distributed to the State, cities, trusts, and courts, which all pay a service charge.

The Court will continue to provide necessary processing services to the County for all matters pertaining to Indigent Defense

claims submitted on behalf of Court-appointed conflict attorneys at no cost.

The Court provides inmate transportation between the Shasta County Jail and the Court Facilities. The County and Court agree that the County shall reimburse the Court for the salary and benefits of one full-time Deputy Marshal at the “E” step range as compensation for transporting inmates.

**ALTERNATIVES**

The Board could choose to postpone, deny, or modify the terms of this amendment. This is not recommended since it is the intention of the County and the Court to formulate and maintain a cooperative working relationship that will effectively and efficiently implement state funds of trial court operations while preserving a mutually beneficial relationship.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office negotiated the terms of this amendment. The amendment was approved as to form by County Counsel.

**FINANCING**

The General Fund impact is an additional cost of \$19,605 a year.

**ATTACHMENTS:**

Description	Upload Date	Description
Budget Amendment Memo	7/8/2019	Budget Amendment Memo
First Amendment	7/8/2019	First Amendment





*From the Desk of:*  
*Terri Howat, County Chief Financial Officer*

**Date:** July 8, 2019

**To:** Brian Muir, Auditor-Controller

**Subject:** Budget Amendment for Court County MOU

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Please process a budget amendment for cost center 20110 Trial Courts. An amendment to the Court County MOU has been signed and will be presented to the Board of Supervisors on July 16, 2019. The first amendment will increase the Court Transportation by \$19,605 annually.

If you should need any additional information for this budget amendment, please let me know.

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
20110	034800	129,256	136,461	7,205
20110	034811	206,000	218,400	12,400
Total				19,605

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA**

---

This First Amendment is entered into between the County of Shasta ("County") and Superior Court of California, County of Shasta ("Court").

WHEREAS, the County and Court have previously entered into an Agreement ("Agreement") executed in July 2015, to formulate and maintain a cooperative working relationship which would effectively and efficiently implement state funding of trial court operations while preserving a mutually beneficial relationship; and

WHEREAS, the County and Court desire to amend the Agreement for the purpose of modifying two specific areas of costs related to Court services.

NOW, THEREFORE, the Agreement is amended as follows:

1. Section 2 (COLLECTIONS PROGRAM/COURT ADMINISTRATIVE SERVICES), is amended in its entirety to read as follows:

The Court agrees to operate the collections program and provide those collection services to the County. The County will pay the Court a fee of thirty percent (30%) of the funds received from accounts in "collection" status to cover the cost of the collections program. Said monies will be deposited in the trial court operations fund in accordance with Penal Code section 1463.007.

The Court agrees to provide collections services to the County for all matters pertaining to Probation. In return for providing such services, the County shall pay to the Court thirty percent (30%) of the amount collected on behalf of Probation.

The Court agrees to provide necessary processing services to the County for all matters pertaining to Indigent Defense claims submitted on behalf of Court-appointed conflict attorneys at no cost.

2. Section 9 (INMATE TRANSPORTATION), is amended as to the fourth paragraph only to read as follows:

The County and Court agree that the County shall reimburse the Court for the salary and benefits of one full-time Deputy Marshal at the "E" step range as compensation for transporting inmates.

3. **REAFFIRMATION**

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

4. **ENTIRE AGREEMENT**

The Agreement, as amended by this First Amendment, constitutes the entire understanding between the County and Court.

5. **EFFECTIVE DATE**

This First Amendment shall be deemed effective as of the last date it is signed by both Parties.

**[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**

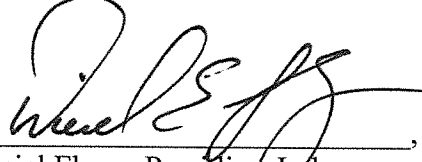
IN WITNESS WHEREOF, the County and Court have executed this First Amendment on the day and year set forth below.

**SHASTA COUNTY  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Leonard Moty, Chairman

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

**SHASTA COUNTY SUPERIOR COURT**


  
\_\_\_\_\_  
Daniel Flynn, Presiding Judge

Date: 6/17/19

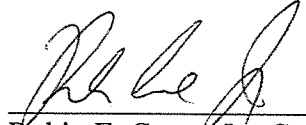
ATTEST:

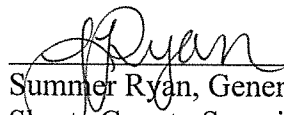
LAWRENCE G. LEES  
Clerk of the Board of Supervisors,  
Shasta County

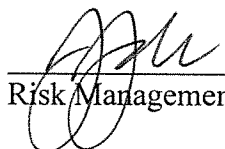
\_\_\_\_\_  
By: Deputy

  
\_\_\_\_\_  
Melissa Fowler-Bradley  
Court Executive Officer

APPROVED AS TO FORM:

 6/12/19  
\_\_\_\_\_  
Rubin E. Cruse, Jr., County Counsel  
Shasta County

  
\_\_\_\_\_  
Summer Ryan, General Counsel  
Shasta County Superior Court

 06/12/19  
\_\_\_\_\_  
Risk Management, Shasta County

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

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

**SUBJECT:**

CFMG Second Amendment for Jail/JRF Medical Services

**DEPARTMENT:** Administrative Office  
Sheriff-Jail  
Probation

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Elaine Grossman, Senior Administrative Analyst (530) 225-5561

**STAFF REPORT APPROVED BY:** Captain Dave Kent, Sheriff's Office-Jail & Chief Probation Officer Tracie Neal

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective December 1, 2018, to the agreement with California Forensic Medical Group, Inc. (CFMG), to clarify compensation, clarify billing, and modify the staffing matrix to reflect additional CFMG staffing in the Jail, retaining the term July 1, 2016 through June 30, 2019, with two automatic one-year renewals.

**SUMMARY**

N/A

**DISCUSSION**

On December 11, 2018, the Board approved the Sheriff's First Amendment to the California Forensic Medical Group, Inc. (CFMG) agreement to add compensation for potential CFMG staffing increases due to adding over 100 beds in the Jail. At that time, it was unknown exactly when the additional CFMG staffing needed to be utilized or when the increased costs would be implemented.

This Second Amendment reflects that the approximately \$40,000 increase in Jail monthly compensation began as of January 1, 2019; shows that the increased Jail compensation creates a new base as of July 1, 2019 for Consumer Price Index (CPI) adjustments; modifies the Jail staffing matrix (Exhibit A-1) to add 64 additional weekly hours of CFMG staff; includes per diem language beginning July 1, 2016 which was inadvertently omitted via the First Amendment; and clarifies Jail (Sheriff) and Juvenile Rehabilitation Center (Probation) billing and payment language as monthly payments are for services which occurred during the previous month. This Second Amendment is retroactive so County and CFMG could confirm when the increased CFMG staffing and Jail costs would occur due to adding beds in the Jail.

**ALTERNATIVES**

The Board could choose not to approve the amendment.

**OTHER AGENCY INVOLVEMENT**

County Counsel approved the amendment as to form. Staff from the Sheriff’s Office and the Probation Department reviewed and approved the amendment. The Recommendation has been reviewed by the County Executive Officer.

**FINANCING**

There is no additional General Fund impact with approval of the Second Amendment. The First Amendment included the Jail’s increased compensation which has been addressed in the Jail’s budget.

**ATTACHMENTS:**

Description	Upload Date	Description
CFMG Second Amendment	6/25/2019	CFMG Second Amendment

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND CALIFORNIA FORENSIC MEDICAL GROUP, INC.  
FOR THE PURPOSE OF PROVIDING COMPREHENSIVE HEALTH CARE AND  
SPECIFIED MENTAL HEALTH CARE SERVICES TO INMATES IN THE  
SHASTA COUNTY JAIL AND THE SHASTA COUNTY  
JUVENILE REHABILITATION CENTER**

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Sheriff's Office and Probation Department ("County") and California Forensic Medical Group, Inc. ("Contractor").

**RECITALS**

**WHEREAS**, County and Contractor have previously entered into an agreement on June 28, 2016 (effective July 1, 2016), for the purpose of providing comprehensive health care and specified mental health care services to inmates in the Shasta County Jail, Shasta County Juvenile Rehabilitation Center, and Shasta County Adult Rehabilitation Center ("Original Agreement"); and

**WHEREAS**, the Original Agreement was amended by the Board of Supervisors on December 11, 2018, to modify compensation provisions to address additional inmates in the Shasta County Jail and to remove provisions related to the Adult Rehabilitation Center ("First Amendment"); and

**WHEREAS**, County and Contractor desire to amend the Agreement to clarify compensation, clarify billing, and modify **Exhibit A** to become **Exhibit A-1** to reflect additional staffing ("Second Amendment"); and

**WHEREAS**, the Original Agreement, First Amendment, and Second Amendment are collectively referred to as the "Agreement."

**NOW, THEREFORE**, the Agreement is amended as follows:

- I. Section 2.A.2). of Section 2. **RESPONSIBILITIES OF CONTRACTOR** is hereby amended in its entirety as follows:
  - 2). Contractor shall determine the method, details, and means of performing the services under this agreement subject to the provisions of this agreement and **Exhibit A-1** attached hereto and incorporated herein.



II. Section 3.A. of Section 3. **RESPONSIBILITIES OF CONTRACTOR AND COUNTY REGARDING FACILITY STAFFING AND PERSONNEL** is hereby amended in its entirety as follows:

- A. Contractor shall maintain adequate personnel to provide the services required herein. Contractor shall maintain the staffing pattern, hours, and availability as specified in **Exhibit A-1**, as the minimum staffing level. Any modification of the proposed staffing pattern specified in **Exhibit A-1** shall require an amendment to this agreement signed by both Parties.

III. Subsections A. and B. of Section 5. **COMPENSATION** shall be amended in its entirety to read as follows:

- A. Contractor shall be compensated for the services prescribed in this agreement as follows:

- 1). For the period July 1, 2016 through June 30, 2017, monthly:

Jail: \$235,835

JRF: \$ 18,720

For the period July 1, 2017 through June 30, 2018, monthly:

Jail: \$242,910

JRF: \$ 19,282

For the period July 1, 2018 through December 31, 2018, monthly:

Jail: \$250,197

JRF: \$ 19,860

For the period January 1, 2019 through June 30, 2019, monthly:

Jail: \$250,197

Jail Incremental Pricing: \$ 39,365

JRF: \$ 19,860

- 2). For the period July 1, 2019 through June 30, 2020:

- a). Jail: monthly payment in the amount of \$289,562 plus one CPI adjustment applied July 1, 2019 for monthly payments through June 30, 2020. The CPI adjustment is the change in the Consumer Price Index (CPI) from July 1st of the previous year. The CPI adjustment will be calculated as the percentage change in the Consumer Price Index (CPI) as of February of each year, not to exceed 3.5%. The CPI is defined as Urban Wage Earners and Clerical Workers, West Urban Region, Medical Care as published by the Bureau of Labor Statistics (BLS).

- b). JRF: monthly payment in the amount of \$19,860 plus one CPI adjustment applied July 1, 2019 for monthly payments through

June 30, 2020. The CPI adjustment is the change in the Consumer Price Index (CPI) from July 1st of the previous year. The CPI adjustment will be calculated as the percentage change in the Consumer Price Index (CPI) as of February of each year, not to exceed 3.5%. The CPI is defined as Urban Wage Earners and Clerical Workers, West Urban Region, Medical Care as published by the Bureau of Labor Statistics (BLS).

3). For the period July 1, 2020 through June 30, 2021:

- a). Jail: monthly payment in an amount equal to the monthly payment as of June 1, 2020 plus one CPI adjustment applied July 1, 2020 for monthly payments through June 30, 2021. The CPI adjustment is the change in the Consumer Price Index (CPI) from July 1st of the previous year. The CPI adjustment will be calculated as the percentage change in the Consumer Price Index (CPI) as of February of each year, not to exceed 3.5%. The CPI is defined as Urban Wage Earners and Clerical Workers, West Urban Region, Medical Care as published by the Bureau of Labor Statistics (BLS).
- b). JRF: monthly payment in an amount equal to the monthly payment as of June 1, 2020 plus one CPI adjustment applied July 1, 2020 for monthly payments through June 30, 2021. The CPI adjustment is the change in the Consumer Price Index (CPI) from July 1st of the previous year. The CPI adjustment will be calculated as the percentage change in the Consumer Price Index (CPI) as of February of each year, not to exceed 3.5%. The CPI is defined as Urban Wage Earners and Clerical Workers, West Urban Region, Medical Care as published by the Bureau of Labor Statistics (BLS).

B. 1). For the Jail, in addition to the compensation specified in **Section 5.A.**, for the period July 1, 2016 through December 31, 2018, the following shall apply:

- a). A per diem charge of \$4.11 will be paid by County for each inmate at the Jail in excess of 343 average daily population in any calendar month.
- b). In any calendar month, if the Jail average daily population falls below 343, Contractor shall rebate to County a per diem of \$4.11 per inmate below the average daily population of 343.
- c). The per diem payments and/or rebates will be reconciled quarterly.
- d). The per diem rates listed in this **Section 5.B.** shall be increased annually on July 1, 2017 and July 1, 2018 by 3%.

2). For the Jail, in addition to the compensation specified in **Section 5.A.**, for the period January 1, 2019 through June 30, 2021, the following shall apply:

- a). A per diem charge of \$4.36 will be paid by County for each inmate at the Jail in excess of 435 average daily population in any calendar month.
- b). In any calendar month, if the Jail average daily population falls below 435, Contractor shall rebate to County a per diem of \$4.36 per inmate below the average daily population of 435.
- c). The per diem payments and/or rebates will be reconciled quarterly.
- d). The per diem rates listed in this Section 5.B. shall be increased annually on July 1, 2019 and July 1, 2020 by 3%.

3). For the JRF, in addition to the compensation specified in **Section 5.A.**, for the period July 1, 2016 through June 30, 2021, the following shall apply:

- a). A per diem charge of \$2.36 will be paid by County for each inmate at the JRF in excess of 30 average daily population in any calendar month.
- b). In any calendar month, if the JRF average daily population falls below 30, Contractor shall rebate to County a per diem of \$2.36 per inmate below the average daily population of 30.
- c). The per diem payments and/or rebates will be reconciled quarterly.
- d). The per diem rates listed in this **Section 5.B.** shall be increased annually on July 1, 2017, July 1, 2018, July 1, 2019, and July 1, 2020 by 3%.

IV. Subsections A. and B. of Section 6. **BILLING AND PAYMENT** shall be amended in its entirety to read as follows:

- A. Contractor shall submit to Sheriff's Jail Division (1655 West Street, Redding, CA 96001) a monthly statement of Jail services rendered as prescribed in this agreement by the fifth day of each month for services rendered the preceding month. County shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice.
- B. Contractor shall submit to Probation Department, a monthly statement of JRF services rendered as prescribed in this agreement by the fifth day of each month for services rendered the preceding month. County shall make payment within 30 days of receipt of Contractor's correct and approved statement or invoice.

V. **REAFFIRMATION**

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

VI. **ENTIRE AGREEMENT**

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

VII. **EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective December 1, 2018.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

\_\_\_\_\_  
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

APR 6/20/19  
By: Adam Pressman  
Senior Deputy County Counsel

**CONTRACTOR**

Date: 6/24/19

By: Cindy Watson  
Cindy Watson  
Chief Operating Officer, CFMG, Inc.

Tax I.D.#: on file

## EXHIBIT A-1

## Shasta County, CA

## Main Jail (Jail)

	SCHEDULED HOURS							Total Weekly Hours	FTEs	Facility
Position	SUN	MON	TUE	WED	THU	FRI	SAT			
	Day Shift									
Registered Nurse Manager		7-3	7-3	7-3	7-3	7-3		40	1.00	Jail
Physician's Assistant/Family Nurse Practitioner		7-3	7-3	7-3	7-3	7-3		40	1.00	Jail
Licensed Vocational Nurse	7-3						7-3	16	0.40	Jail
Licensed Vocational Nurse	7-3	7-3	7-3	7-3	7-3	7-3	7-3	56	1.40	Jail
Licensed Vocational Nurse		10-6	10-6	10-6	10-6	10-6		40	1.00	Jail
Clerk		7-3	7-3	7-3	7-3	7-3		40	1.00	Jail
Clerk					7-3			8	0.20	Jail
Mental Health Professional						7-3	7-3	16	0.40	Jail
	Evening Shift									
Registered Nurse	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.40	Jail
Licensed Vocational Nurse	3-11	3-11	3-11	3-11	3-11	3-11	3-11	56	1.40	Jail
	Night Shift									
Registered Nurse	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.40	Jail
Licensed Vocational Nurse	11-7	11-7	11-7	11-7	11-7	11-7	11-7	56	1.40	Jail
	Medical and Mental Health Providers									
Physician	12 hours per week minimum							12	0.30	Jail
Physician On- Call	24 hours a day, seven days per week									Jail
Psychiatrist	5 hours per week							5	0.125	Jail
Psych Registered Nurse/Licensed Clinical Social Worker	32 hours per week							32	0.80	Jail
Psych On-Call	24 hours a day, seven days per week									Jail
Dentist	8 hours per week							8	0.20	Jail
Dental Assistant	16 hours per week							16	0.40	Jail
					Adult Total:			553	13.825	

## Shasta County, CA

## Juvenile Rehabilitation Facility (JRF)

		Scheduled Hours						Total Weekly	FTEs	Facility
Position	SUN	MON	TUE	WED	THU	FRI	SAT			
	Day Shift									
Registered Nurse		7-3	7-3	7-3	7-3	7-3		40	1.00	JRF
	Medical and Mental Health Providers									JRF
Physician	2 days per week							2	0.05	JRF
Psychiatrist	1-2 hours per week							2	0.05	JRF
Licensed Clinical Social Worker / Marriage, Family, and Child Counselor	3 days on-site per week not to exceed 8 hours per week							8	0.20	JRF
Psych On-Call	24 hours a day, seven days per week									JRF
Physician On-Call	24 hours a day, seven days per week									JRF
Juvenile Total:								52	1.30	
Adult & Juvenile Total:								605	15.125	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

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

**SUBJECT:**

Claims List

**DEPARTMENT:** Auditor-Controller

**Supervisory District No. :** ALL

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign the County claims list in the amount of \$1,336.50 as submitted.

**SUMMARY**

**DISCUSSION**

**ALTERNATIVES**

**OTHER AGENCY INVOLVEMENT**

**FINANCING**

**ATTACHMENTS:**

Description

071619 BOS CLAIM LIST

Upload Date

7/8/2019

Description

071619 BOS CLAIM  
LIST



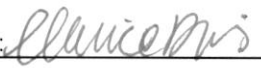

ORIGINAL

COUNTY OF SHASTA  
OFFICE OF AUDITOR-CONTROLLER  
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO  
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER  
07/16/2019

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
41122/033500	PUBLIC HEALTH	BIO TEK SERVICES INC	PIPETTE CALIBRATION 5/28/19	\$ 1,336.50	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Invoice exceeds contract max and requires Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
	TOTAL			\$ 1,336.50		

**Auditor's Certification:**

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

Date: 07/08/19 Signature:   


**Approval of Claims:**

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

Date: \_\_\_\_\_  
Chairman  
Board of Supervisors  
County of Shasta  
State of California



Shasta County  
**Health & Human  
Services Agency**

**Business and Support  
Services Branch**

SHASTA COUNTY AUDITOR  
REC'D 2019 JUL 2 AM 10:51

*BM*  
*ns*

## Inter-Office Memorandum

**To:** Brian Muir, Auditor-Controller  
**From:** Tracy Tedder, Director, HHSA Business & Support Services  
**Date:** July 1, 2019  
**Re:** Board Claim for BioTek Services, Inc.

*Tracy Tedder*

BioTek Services, Inc. provides calibrating services for pipettes in the Health and Human Services Agency-Public Health Branch's laboratory. The department exceeded the maximum amount payable for the agreement due to their ordering a large number of pipettes that required calibration. The agreement has expired as of June 30, 2019, and the department will add additional funding in the renewal agreement to ensure that funding is available in the agreement for the increased number of pipettes. HHSA is requesting that the Board approve the payment of invoice #38016 in the amount of \$1,336.50.

"Engaging individuals, families and communities to protect and improve health and wellbeing."

*Tracy Tedder, Branch Director*

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

**BioTek Services, Inc.**

5310 South Laburnum Avenue

Henrico, VA 23231 US

(804) 222-5833

accounting@biotekservices.com

www.biotekservices.com



**Invoice**

**BILL TO**

Shasta County Public

Health Lab

Attn: Fiscal Unit/ Accounts  
Payable

P.O. Box 496005

Redding, CA 96049-6005

**SHIP TO**

Shasta County Public

Health Lab

Attn: Pepper Stockton

2650 Breslauer Way,

Suite B

Redding, CA 96001

**INVOICE # 38016**

**DATE 06/11/2019**

**DUE DATE 07/09/2019**

**TERMS NET 30- Interest**  
1.5% per month

**SALES REP**

Jon Mann

**TELEPHONE NUMBER**

530-225-3140

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/28/2019	<b>Onsite Services:Level I -Single</b> Level I- Single channel- Onsite service	23	40.50	931.50
05/28/2019	<b>Onsite Services:Level I - Multi</b> Level I-Multi channel-onsite service.	3	135.00	405.00

Thank you for your business!

**BALANCE DUE**

**\$1,336.50**

JUN 12 ENT'D  
04746462

BIO-TEK Services, Inc.

Pipette Calibration

07/01/18 - 06/30/19

Multi Year Contract ending 6/30/2019

PEID # VEND010071

CONTRACT# CB003718

Cost Center	Exp Acct
41122	033500

DATE RECEIVED	INVOICE NUMBER	Pipette Calibration	TOTALS	DATE ENTERED BY FISCAL	DATE POSTED TO GL	COMMENTS
12/26/18	37079	Level I - Single Channel 23 22.00	891.00	12/28/18	01/04/19	
12/26/18	37079	Level I - Multi Channel 3 2.00	270.00	12/28/18	01/04/19	
			1,161.00			
06/11/19	38016	Level I - Single Channel 23.00	931.50	06/11/19		
06/11/19	38016	Level I - Multi Channel 3.00	405.00	06/11/19		
			1,336.50			
		Level I - Single Channel				
		Level I - Multi Channel				
		Level I - Single Channel				
		Level I - Multi Channel				
TOTALS			2,497.50			
AMOUNT REMAINING		Non-Encumbered				

Desc = Pipette Calibration MM/YY

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - General Government-4.

**SUBJECT:**

Draft Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Kristin Gulling-Smith, Deputy Clerk of the Board, 225-5550

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

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

**RECOMMENDATION**

Approve the minutes of the meeting held on June 25, 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
6/25/19 Draft Minutes	6/26/2019	6/25/19 Draft Minutes

**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, June 25, 2019

**REGULAR MEETING**

9:01 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 - Kristin Gulling-Smith  
Administrative Board Clerk - John Sitka

**INVOCATION**

Invocation was given by Pastor Erik Lineback, Oak Run Bible Church.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

FISCAL YEAR (FY) 2019-20 BUDGET  
FY 2019-20 COMMITTED FUND BALANCES

June 25, 2019

203

FY 2019-20 SCHEDULE OF POSITION ALLOCATIONS  
COUNTY SALARY PLAN  
RESOLUTION 2019-057  
SALARY RESOLUTION 1557

County Chief Financial Officer Terri Howat presented the staff report and recommended approval.

At the recommendation of Ms. Howat, and by motion made, seconded (Baugh/Rickert), and unanimously carried, the Board of Supervisors took the following actions: adopted Resolution No. 2019-057, effective June 25, 2019, which: adopts the budget for Fiscal Year (FY) 2019-20, approves Committed Fund Balances for FY 2019-20, adopts the FY 2019-20 Schedule of Position Allocations by budget unit, and adopts the County Salary Plan; and adopted Salary Resolution No. 1557 which reflects the position allocation amendments approved in the FY 2019-20 budget effective July 7, 2019.

(See Resolution Book No. 62)  
(See Salary Resolution Book)

By consensus, the Board of Supervisors moved the Other County Agency meetings to immediately follow the County FY 2019-20 budget item.

**OTHER COUNTY AGENCIES**

- 9:06 a.m.: The Shasta County Board of Supervisors recessed and reconvened as the Shasta County Housing Authority.
- 9:08 a.m.: The Shasta County Housing Authority adjourned and reconvened as the Shasta County In-Home Supportive Services (IHSS) Public Authority Governing Board.
- 9:09 a.m.: The Shasta County IHSS Public Authority Governing Board adjourned and reconvened as the Shasta County Water Agency.
- 9:11 a.m.: The Shasta County Water Agency adjourned and reconvened as the Shasta County Board of Supervisors.

Ms. Howat and Chairman Moty recognized the efforts of County staff for the work done on preparing the annual budget.

**PRESENTATION: SHASTA PUBLIC LIBRARY SYSTEM**

Shasta Public Libraries Director Anna Tracy presented the annual 2018 update on the Shasta Public Library System, including the results of the biennial Customer Satisfaction survey.

In response to questions from Supervisor Baugh, Ms. Tracy stated that the library is indemnified from liability for any items borrowed from the library system's Library of Things, as the borrower is responsible for the items' use.

In response to questions from Supervisor Morgan, Ms. Tracy explained that items borrowed from the Library of Things may have a small fee for cleaning and maintenance if they are returned in a condition to need it.

In response to questions from Supervisor Rickert, Ms. Tracy described the ongoing efforts of the Friends of the Intermountain Library regarding the new library in Burney.

**PRESENTATION: CARR AND DELTA FIRE RECOVERY EFFORTS  
NORCAL COMMUNITY RECOVERY TEAM**

Peter Griggs, Director of Marketing and Outreach for Shasta College and the Public Information Officer for the NorCal Community Recovery Team (CRT), introduced the CRT members present. Don Ajamian, owner of Don Ajamian Construction and Construction Chair of the CRT, reported on the progress of construction for rebuilding the homes lost in the Carr and Delta Fires (Fires). Kerry Caranci, Chief Executive Officer of Shasta Regional Community Foundation and CRT co-Chair, provided an update on the funding and planning process for the recovery efforts. Ms. Caranci also described upcoming events to benefit the survivors of the Fires.

In response to question from Supervisor Baugh, County Counsel Rubin Cruse, Jr. stated that he has been researching the issue of waiving or reducing permit or plan check fees for particular groups. Mr. Cruse explained that he has discussed the issue with other counties that have experienced similar issues, and stated that FEMA has been clear that they will not issue refunds for revenue loss due to lowering of permit fees. Mr. Cruse and Supervisor Moty explained that any loss of revenue would have to be addressed by drawing on the General Fund, which would affect other County services, including public safety.

**PUBLIC COMMENT PERIOD - OPEN TIME**

Supervisor Les Baugh, on behalf of the Rural County Representatives of California and the Golden State Financial Authority, presented to the Board of Supervisors a check for \$250,000 intended to help defray some of the costs of recovering from the Carr and Delta Fires. Chairman Leonard Moty presented the check to the Shasta Regional Community Foundation and NorCal Community Recovery Team representatives to use in their recovery efforts.



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Elizabeth Messick spoke regarding the moratorium request that Citizens Against the Fountain Wind Project (CAFWP) mailed to the Board of Supervisors and asked that the Board place it on a future agenda.

In response to questions from Supervisor Baugh, Ms. Messick explained that the requested moratorium is for use permits for industrial wind turbines or any similar types of electrical projects until fire risks and impacts to the area can be reviewed.

In response to questions from Supervisor Moty, Ms. Messick explained that she is the Chair of CAFWP and described the expansion of CAFWP into a County-wide group due to various projects that have been proposed across the County. Ms. Messick stated that the CAFWP membership is made up of 450 to 550 people.

### **CONSENT CALENDAR**

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

Adopted Resolution No. 2019-058 which: Establishes the Shasta County appropriations limit at \$204,839,334 for Fiscal Year 2019-20; and sets the annual adjustment factors used to calculate the appropriations limit: the percentage change (5.62%) in local assessment roll from preceding year due to the addition of local non-residential new construction, and the percentage change (1.02%) in population within the incorporated areas in Shasta County. (Auditor-Controller)

(See Resolution Book No. 62)

Approved the minutes of the meeting held on June 18, 2019, as submitted. (Clerk of the Board)

Approved and authorized the Chairman to sign a letter designating Dignity Health Connected Living (formerly known as Shasta Senior Nutrition Program) as the official Shasta County Food Bank for Fiscal Years 2019-20 and 2020-21. (Clerk of the Board)

Approved and authorized the Chairman to sign an amendment to the agreement with JUMP Technology Services, LLC, to provide Adult Protective Services' case management software, support, and maintenance (system) which adds an enhancement to the system, increases maximum compensation by \$2,000 for a new total of \$55,920, and retains the period July 1, 2018 through June 30, 2021. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign a renewal agreement with Telecare Corporation in an amount not to exceed \$500,000 to provide residential mental health rehabilitation and skilled nursing facility services for the period July 1, 2019 through June 30, 2022. (Health and Human Services Agency-Adult Services)

Adopted Salary Resolution No. 1558, effective July 7, 2019, which amends the Shasta County Position Allocation List as follows: Delete 1.0 Full-Time Equivalent (FTE) vacant Agency Staff Services Analyst I/II and add 1.0 FTE Staff Services Analyst I/II in the Health and Human Services Agency (HHSA) – Business and Support Services budget; and delete 1.0 FTE vacant Typist Clerk I/II and add a 1.0 FTE Office Assistant I/II in the HHSA - Public Health budget. (Health and Human Services Agency-Business and Support Services)

(See Salary Resolution Book)

Reappointed Dave Jones and Dean Germano to serve four-year terms from September 1, 2019 to August 31, 2023 on the Partnership HealthPlan of California Commission. (Health and Human Services Agency-Office of the Director)

Approved and authorized the Chairman to sign a renewal agreement with Nurse-Family Partnership® (NFP) in the amount not to exceed \$143,750 for a non-exclusive limited right and license to use NFP's proprietary property, receive access to the NFP Program, and related mandatory training for the period July 1, 2019 through June 30, 2023. (Health and Human Services Agency-Regional Services)

Approved and authorized the Chairman to sign a retroactive amendment, effective July 1, 2018, to the agreement with Social Service Data Solutions, LLC DBA Decipher HMIS to provide the submission of the Continuum of Care Consolidated Application for the Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties Continuum of Care which changes the start date of the agreement from September 18, 2018 to July 1, 2018 and retains the maximum compensation amount of \$18,000. (Housing and Community Action Programs)

Approved and authorized the Chairman to sign three agreements for Homeless Emergency Aid Program (HEAP) funding to provide homeless services for the period July 1, 2019 through June 30, 2021 with: Plumas Crisis Intervention and Resource Center (PCIRC) in Plumas County in an amount not to exceed \$196,836.29; PCIRC in Sierra County in an amount not to exceed \$39,270.84; and Hill Country Community Clinic in Shasta County in an amount not to exceed \$134,778.59 for Homeless Youth Set-Aside. (Housing and Community Action Programs)

Adopted Resolution No. 2019-059 which approves and authorizes the Shasta County District Attorney to: Serve as the grant agent for Shasta County with regard to an ongoing grant from the Victim Compensation & Government Claims Board for the purpose of fines and restitution orders administration (Program); sign the Program grant award agreement in an amount not to exceed \$202,758, for the period July 1, 2019 through June 30, 2022, subject to approval as to form by County Counsel and subject to approvals by Risk Management and the Chief

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Information Officer; and execute and submit future Program-related documents and payment requests, including any retroactive applications, agreements, and amendments, which may be necessary for the implementation of the Program through June 30, 2022. (District Attorney)  
(See Resolution Book No. 62)

Took the following actions: Accepted the donation of a canine (K-9) purchased for the Shasta County Sheriff's Office by the "Friends of Shasta County K-9", a nonprofit organization, valued at \$11,000; and authorized the Auditor-Controller to pay invoices for usual and customary charges for a new canine which were incurred after June 20, 2019 and prior to acceptance of this donation. (Sheriff)

Approved and authorized the Chairman to sign a renewal agreement with the Anderson Union High School District in an amount not to exceed \$250,000 to provide an adult education program for inmates at the Shasta County Jail (funded with State Average Daily Attendance funds and the Sheriff's Inmate Welfare Fund) for the period July 1, 2019 through June 30, 2022, with two automatic one-year renewals. (Sheriff-Jail)

Approved and authorized the Chairman to sign a no compensation evergreen renewal agreement with the County of Los Angeles to provide reciprocal intrastate prisoner transportation services effective date of signing. (Sheriff-Jail)

Approved and authorized the Chairman to sign a renewal agreement with North State Security, Inc., with a maximum compensation of \$198,000 to provide inmate security services off-site of the Shasta County Jail for the period July 1, 2019 through June 30, 2022. (Sheriff-Jail)

Approved and authorized the Chairman to sign a renewal agreement with Law Search Associates, LLC DBA Legal Research Associates with a maximum compensation of \$500,000 to continue to provide outside legal research materials and services to inmates of the Shasta County Jail for the period October 21, 2019 through June 30, 2023, with two automatic one-year renewals. (Sheriff-Jail)

Approved and authorized the Chairman to sign a retroactive amendment to the lease agreement with Macy's Flying Service Inc., to extend the term allowed to construct improvements at the Fall River Mills Airport from May 1, 2019 through November 30, 2019. Supervisor Rickert recused herself from voting on the agreement with Macy's Flying Service Inc. due to business involvement. (Public Works)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Stantec Consulting Services, Inc., to provide environmental services for the Riverland Drive Widening Project, to increase compensation by \$58,500, for a new total not to exceed \$170,000 and retains the term of February 7, 2018 through December 31, 2020. (Public Works)

On behalf of County Service Area (CSA) 17-Cottonwood Sewer, took the following actions: For the "Wastewater Treatment Plant Improvement Project," Contract No. 610498, approved plans and specifications and directed the Public Works Director to advertise for bids; and authorized opening of bids on or after August 6, 2019, at 3 p.m. (Public Works, County Service Area No. 17-Cottonwood Sewer)

Adopted Resolution No. 2019-60 which: Authorizes the Department of Resource Management to apply for Used Oil Payment Program funds of approximately \$28,371 on behalf of the County of Shasta and the cities of Anderson and Shasta Lake for used oil and used oil filter collection and recycling activities, educational activities, and mitigation of used oil in storm water runoff; authorizes the County of Shasta to act as the lead agency on its own behalf and its participating jurisdictions, the cities of Anderson and Shasta Lake; appoints the Director of Resource Management as Signature Authority for Shasta County; and authorizes expenditures during Fiscal Years 2019-20 and 2020-21. (Resource Management, Environmental Health Division)

(See Resolution Book No. 62)

Approved and authorized the Chairman to sign a renewal Cooperative Fire Programs Fire Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) in an amount not to exceed \$4,802,762 to provide administration of the Shasta County Fire Department for the period July 1, 2019 through June 30, 2020. (County Service Area No. 1-County Fire)

## **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 for the Shingletown Fire Council and community to pursue the SR7 wildfire pilot project. CEO Lees also described the current status of the State budget.

By motion made, seconded (Baugh/Rickert), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign a letter in support of an SR7 wildfire early detection and notification pilot project.

In response to questions from Supervisor Chimenti, Undersheriff Eric Magrini gave a brief update on the status of implementing Medical-Assisted Treatment for the jail. Undersheriff

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Magrini also reported that the Sheriff's Office has hired a part-time grant writer and that they are already identifying possible grants to pursue.

Supervisor Rickert recently attended a meeting of the Sierra-Nevada Conservancy.

In response to questions from Supervisor Rickert, CEO Lees asked for specific information to be forwarded to the Administrative Office and the Sheriff's Office regarding reports of illegal marijuana grows.

Supervisor Baugh recently attended a meeting of the Rural County Representatives of California.

Supervisor Moty recently attended meetings of the California State Association of Counties Finance Corporation, the Sacramento River Forum, and the Sierra-Sacramento Valley Emergency Medical System Board.

In response to questions from Supervisor Moty, CEO Lees stated that he would follow up with the Sheriff's Office regarding the proposed use of jail beds for treatment and bring it back to a future meeting.

Supervisors reported on issues of countywide interest.

### **TREASURER-TAX COLLECTOR/PUBLIC ADMINISTRATOR**

#### **ORDER OF DISCHARGE OF ACCOUNTABILITY**

Treasurer-Tax Collector/Public Administrator Lori Scott presented the staff report and recommended approval.

In response to questions from Supervisor Moty, Ms. Scott explained the steps taken by her department and the Sheriff's Office to pursue delinquent tax bills.

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an Order of Discharge of Accountability pursuant to Revenue and Taxation Code section 2611.1 in the amount of \$181,467.55 for unsecured property taxes made in calendar years 2005 through 2007 plus \$18,145.42 in penalties and \$300.00 on the unpaid unsecured property taxes.

### **SCHEDULED HEARINGS**

**HEALTH AND HUMAN SERVICES**

**2020-21 COMMUNITY ACTION PLAN**  
**HOUSING AND COMMUNITY ACTION PROGRAMS**

This was the time set to conduct a public hearing to consider approving the proposed 2020-21 Community Action Plan (Plan). The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

Laura Burch, Director of Housing and Community Action Agency, presented the staff recommendation and requested that the Board also authorize the Chairman to sign the Plan. Ms. Burch introduced Lucy Hernandez, a consultant specialized in Community Action Agencies, who assisted with drafting the Plan. Ms. Hernandez described the Plan and recommended approval.

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

By motion made, seconded (Baugh/Rickert), and unanimously carried, the Board of Supervisors took the following actions: Conducted a public hearing; closed the public hearing; and approved and authorized the Chairman to sign the proposed 2020-21 Community Action Plan which establishes local policies for the administration of the Community Services Block Grant.

**PUBLIC WORKS**

**COUNTY SERVICE AREA NO. 8-PALO CEDRO WATER AND SEWER**

**CONNECTION AND INSPECTION FEES**  
**COUNTY SERVICE AREA NO. 8-PALO CEDRO**  
**ORDINANCE NO. 750**

This was the time set to conduct a public hearing to consider adopting an ordinance which establishes connection and inspection fees for County Service Area (CSA) No. 8-Palo Cedro Water and Sewer. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board. Pat Minturn, Director of Public Works, presented the staff report and recommended approval.

In response to questions from Supervisor Baugh, Mr. Minturn described the situation of Mr. and Mrs. Matthew and Sue Russell, property developers in Palo Cedro. When they first proposed their property development in 2002, the County issued a "Will Serve" letter stating that their cost for connecting to the CSA sewer system would be \$1750 per connection. Development

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was then delayed and the Russells still have 21 unsold lots, which would be subject to the proposed increased connection fee. Mr. Minturn explained that the County is unable to “lock in” fees. Mr. Minturn also stated that there is no Citizens Advisory Board for the CSA in Palo Cedro, which would provide an avenue for feedback concerning the CSA.

In response to questions from Supervisor Baugh, County Counsel Cruse stated that generally, the County is free to increase fees until a permit is issued and the associated fees are paid. As Mr. Cruse interpreted it, the County did not commit itself to freeze fees in 2002, and that from a legal standpoint, the County is not obligated to maintain fees at that level. Mr. Cruse also pointed out a discrepancy between the fee proposed in the ordinance and in the staff report.

In response to questions from Supervisor Rickert, Mr. Minturn explained that there are two fees for the CSA’s sewer system: a collection fee and a treatment fee. He explained that parcels within the CSA pay the collection fee, and if a parcel is annexed into the district, they have to pay collection as well as treatment fees, since the original parcels contained within the district paid through an assessment district. The Russells’ parcels were partly within and partly without the district. Mr. Minturn stated that the formula used to calculate fees has changed over the years and that using a straight calculation, updated connection fees would be \$20,000 each rather than the proposed \$14,000. Mr. Minturn pointed out that current customers are actually using more than their capacity, which has cut into the buffer in the existing sewer system. Mr. Minturn stated that the only similar application in the County is the CSA in Cottonwood, where fees are lower because of the difference in the type of system, the district is much larger, and it is in a low-income area, which qualifies it for grant money. Mr. Minturn explained that there is no grant money available for CSA No. 8 because it is a mixture of commercial and high-end residential areas.

In response to questions from Supervisor Chimenti, Mr. Minturn explained that standby fees are for the collection system within the CSA and that all parcels within the CSA pay those fees. He also explained that those fees pay for ongoing maintenance to the system and that the fees paid in the past do not reflect future fees.

The public hearing was opened.

Matthew Russell and Sue Russell spoke against the proposed sewer fee increase due to the financial loss they would incur when selling their development lots.

In response to questions from Supervisor Baugh, Mr. Russell explained that the people who purchase their lots are responsible for paying the sewer connection fees, but that the increase in sewer connection fees are affecting their ability to sell their lots, resulting in greater financial loss to them because of lowered sale prices.

No one else spoke for or against the matter, and the public hearing was closed.

In response to questions from Supervisor Moty, Mr. Minturn explained that rates within the CSA were recently raised. Supervisor Moty explained that each CSA within the county is run by the County on behalf of the ratepayers in the area, but that the ratepayers are responsible to ensure that their fees pay for their own system. Mr. Minturn stated that a septic system would generally cost about \$15,000 to install at this time. Supervisor Moty noted that the cost of a septic system is roughly equivalent to the proposed increased cost of connecting to the CSA sewer system.

In response to questions from Supervisor Rickert, Mr. Minturn stated that a recent change in State law also significantly increased sewer costs due to increased requirements.

In response to questions from Supervisor Chimenti, Mr. Minturn explained that the standby fee is a monthly fee collected on each parcel on a bimonthly basis. Once the parcel is connected, the owner would pay the standard monthly fee. Mr. Minturn further explained that whoever builds a home on a parcel is responsible for paying the connection fee. Mr. Minturn stated that if the Russells continued to hold their land without selling it, they would continue to pay the standby fees, but would not incur further sewer system fees.

In response to questions from Supervisor Baugh, County Counsel Cruse stated that the proposal by Mr. and Mrs. Russell to pay their sewer connection fees in advance is not currently possible, since the connection fee is part of the building permit, which the Russells do not have for their parcels.

In response to questions from Supervisor Baugh, Mr. Minturn stated that the makeup of CSA No. 8 makes it ineligible to receive grant monies and he is unaware of any other available source of money besides the County's General Fund.

In response to questions from Supervisor Moty, Mr. Minturn stated that he did not know off-hand the cost to connect water services in the CSA. Mr. Minturn also stated that the subdivision in question does not connect to the CSA's water system because it uses wells, and is only able to connect to the CSA's sewer system because of the wells.

In response to questions from Supervisor Rickert, Mr. Minturn stated that there is not a lot of new building occurring in Palo Cedro.

County Counsel Cruse clarified with Mr. Minturn that the fee in the ordinance should be \$14,922, not \$14,925, and that the ordinance will be amended to reflect that clarification.

By motion made, seconded (Baugh/Chimenti), and unanimously carried, the Board of Supervisors took the following actions on behalf of County Service Area (CSA) No. 8-Palo Cedro Water and Sewer: Conducted a public hearing to consider adopting an ordinance which establishes connection and inspection fees for CSA No. 8-Palo Cedro Sewer; closed the public hearing; and introduced and waived the reading of an Ordinance of the Board of Supervisors of the County of



June 25, 2019

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Shasta County Service Area No. 8-Palo Cedro Water and Sewer, Setting Forth Charges and Fees for Various Services, as amended.

**CLOSED SESSION ANNOUNCEMENT**

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

Confer with its Labor Negotiators, County Executive Officer Larry Lees, Personnel Director Angela Davis, and Chief Labor Negotiator Gage Dungy, Liebert Cassidy Whitmore, to discuss the following employee organization: Professional Peace Officers Association, pursuant to Government Code section 54957.6.

11:18 a.m.: The Board of Supervisors recessed to Closed Session.

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

**REPORT OF CLOSED SESSION ACTIONS**

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss labor negotiations; however, no reportable action was taken.

11:46 a.m.: The Board of Supervisors adjourned.

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Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_

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Deputy

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - General Government-5.

**SUBJECT:**

CSA No. 8-Palo Cedro Water and Sewer, Setting Forth Charges and Fees for Various Services

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 3

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

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

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

**RECOMMENDATION**

As introduced on June 25, 2019, enact an Ordinance of the Board of Supervisors of the County of Shasta County Service Area No. 8-Palo Cedro Water and Sewer, Setting Forth Charges and Fees for Various Services.

**SUMMARY**

N/A

**DISCUSSION**

This ordinance was introduced at the Board of Supervisors regular meeting on June 25, 2019. Pursuant to Government Code section 25124, proper notice was published and a certified copy of the ordinance is available in the office of the Clerk of the Board. The ordinance is being brought back to the Board of Supervisors for enactment.

**ALTERNATIVES**

The Board could decide not to enact the ordinance.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the ordinance.

**FINANCING**

There is no additional General Fund impact.

**ATTACHMENTS:**

Description  
Ordinance

Upload Date  
7/3/2019

Description  
Ordinance

**ORDINANCE NO. 750**  
**AN ORDINANCE OF THE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF SHASTA**  
**COUNTY SERVICE AREA NO. 8-PALO CEDRO WATER AND SEWER,**  
**SETTING FORTH CHARGES AND FEES FOR VARIOUS SERVICES**

**WHEREAS**, on June 13 and 19, 2019, a notice describing the proposed fees and charges for services was published in the Redding Record Searchlight, a newspaper of general publication in the County of Shasta, as provided in California Government Code § 66018; and

**WHEREAS**, the existing wastewater treatment plant is at 75 percent capacity; and

**WHEREAS**, to facilitate orderly development within the Palo Cedro Area the wastewater treatment plant needs to be expanded; and

**WHEREAS**, all new connections are required to be inspected prior to connection to the County Service Area No. 8 system; and

**WHEREAS**, the cost of providing these services should be borne proportionately by the customer receiving the service; and

**WHEREAS**, on June 25, 2019, a public hearing was held regarding the proposed fees and charges to be imposed for services provided customers in County Service Area No. 8-Palo Cedro Water and Sewer.

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

**Section 1. Fees Schedule for County Service Area No. 8-Palo Cedro Water and Sewer**

**Connection Fees:** Owners of structures that did not have operating on-site sewage disposal systems on or before February 4, 1984, shall pay a Connection Fee of \$14,922.00 per household equivalent prior to connection to the sewage disposal system. Owners of structures that did have operating on-site sewage disposal systems on or before February 4, 1984, shall pay a Connection Fee of \$14,922.00 per household equivalent in excess of that which was in use in that place on the said date prior to connection to the sewage disposal system.

- a) Commencing January 1, 2020, and annually thereafter, the amount of the Fee shall be automatically adjusted by a percentage equal to the percentage change in the Engineering New Records construction cost index from the index for January of the preceding year to index for the January of the adjustment year.

Connection Fees shall be deposited into the CSA No. 8-Palo Cedro Sewer Capital Improvement Admin fund for future expansion of the system.

Ordinance No. 750

July 16, 2019

Page 2 of 2

**Inspection Fees:** A sewer inspection fee of \$150.00 will be collected at building permit issuance where connection to the sewer system is a requirement of the building permit.

**Section 2.** This ordinance supersedes those portions of any prior ordinance or resolutions setting fees for service set forth in this ordinance in CSA No. 8-Palo Cedro Water and Sewer.

**Section 3.** This ordinance shall take effect and be in full force and effect from and after 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this 16th day of July, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

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

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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:** July 16, 2019

**CATEGORY:** Consent - General Government-6.

**SUBJECT:**

Appointments and reappointments for the Indian Gaming Local Community Benefit Committee.

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Take the following actions regarding the Indian Gaming Local Community Benefit Committee: (1) Appoint Jack Potter, Jr., as a member for a four-year term to expire June 30, 2023; (2) reappoint Tracy Edwards as a member for a four-year term to expire June 30, 2023; (3) appoint Jason Hayward, Jr. as an alternate for a four-year term to expire June 30, 2023; and (4) reappoint Stacey Carman and Larry Lees as alternates for four-year terms to expire June 30, 2023.

**SUMMARY**

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

**DISCUSSION**

On May 25, 2004, the Board of Supervisors authorized the formation of the Indian Gaming Local Community Benefit Committee (LCBC) pursuant to Senate Bill 621 (Battin), *Indian Gaming Special Distribution Fund*. If State funding is available, this committee meets in April for allocation of state-funded Indian Gaming Grants, and again in June to award the grants.

Pursuant to Government Code section 12715, the Indian Gaming Local Community Benefit Committee shall be composed of seven representatives. Two representatives shall be from the County and three elected representatives shall be from cities located within four miles of a tribal casino in the county, selected by the board of supervisors. Two representatives shall be selected upon the recommendation of a majority of the tribes paying into the Indian Gaming Special Distribution Fund.

In January 2019, the Mayors' City Selection Committee appointed three elected representatives from the City of Redding and two alternates, and the Board of Supervisors appointed two County representatives and one alternate.

Jack Potter, Jr. is the Tribal Chairman of Redding Rancheria and is currently an alternate with the current term having expired June 2016. Tracy Edwards is the Chief Executive Officer and Tribal Attorney of Redding Rancheria and is a member with the current term having expired June 2018. Jason Hayward, Jr. is a member of the Tribal Council of Redding Rancheria. Stacey Carman is the Chief Operating Officer of Redding Rancheria and is currently an alternate with the current term having expired in June 2016. Larry Lees is the Chief Executive Officer of the County of Shasta and is currently an alternate with the current term having expired June 2016.

At the June 18, 2019, Redding Rancheria Tribal Council meeting, Jack Potter, Jr. and Tracy Edwards were selected to be recommended for appointment to the LCBC as members, with Jason Hayward, Jr. and Stacey Carman selected as alternates. A copy of the Tribal Council Directional Memo, dated June 18, 2019, is attached. Larry Lees indicated his willingness to be reappointed on April 17, 2019.

**ALTERNATIVES**

If the Board of Supervisors does not make this reappointment, the Indian Gaming LCBC will have insufficient members to meet to determine the allocation and award of Indian Gaming grants.

**OTHER AGENCY INVOLVEMENT**

The Redding Rancheria Tribal Council approved the Rancheria representatives.

**FINANCING**

There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Tribal Council Memo 6/18/19	7/1/2019	Tribal Council Memo 6/18/19
Redding Rancheria Letter 6/25/19	7/1/2019	Redding Rancheria Letter 6/25/19



JUN 28 2019

CLERK OF THE BOARD



☐ Complete - Date:

☐ Update

**Action Taken:**

## Tribal Council

### Directional Memo

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TO: Molly Redmon, Executive Secretary to CEO

FROM: Stacey Carman, Chief Operating Officer

DATE: 6/18/2019

Tracking # 9138

RE: Reappointments to the LCBC

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On June 18, 2019, Tribal Council approved by motion to appoint Jack Potter, Jr., and Tracy Edwards as representatives to the Local Community Benefits Committee (LCBC) and Stacey Carman and Jason Hayward, Jr., as alternates. Please notify the LCBC of Tribal Council's decision.

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Please remember to forward your response to Alicia McNerlin once this directional has been completed for our tracking purposes. If you have any questions or I can be of further assistance, please do not hesitate to contact me at ext. 1103.

CC: Jack Potter Jr.  
Tracy Edwards  
Tamra Olson



RECEIVED

JUN 28 2019

CLERK OF THE BOARD

June 25, 2019

Kristin Gulling-Smith  
Administrative Board Clerk  
Shasta County  
1450 Court Street, Suite 308B  
Redding, CA 96001

Re: Reappointments to the LCBC

Dear Ms. Gulling-Smith:

Thank you for your April 18, 2019 letter asking to bring the membership of the LCBC up to date. On behalf of the Redding Rancheria Tribal Council, enclosed is a copy of Tribal Council Directional #9138 appointing Jack Potter, Jr. and Tracy Edwards as representatives to the LCBC with Stacey Carman and Jason Hayward, Jr. as alternates. Should you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Molly Redmon  
Executive Assistant

/mr  
Enclosure

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019  
**CATEGORY:** Consent - General Government-7.

**SUBJECT:**

Agreement with All Seasons Moving and Storage, Inc., DBA Don Hemsted’s Van and Storage (Hemsted’s), to provide moving services, and to assemble and disassemble office systems and furniture for various County departments.

**DEPARTMENT:** Support Services-Purchasing

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a renewal agreement with All Seasons Moving and Storage, Inc., dba Don Hemsted’s Van and Storage in an amount not to exceed \$200,000 to provide moving and other services to various County Departments for the period August 22, 2019 through August 21, 2020, with two automatic one-year renewals.

**SUMMARY**

N/A

**DISCUSSION**

Various County Departments require moving services for relocation, reconfiguration or installation of office systems, furniture and other items on an as needed basis. Moving projects may include moves of various types of furniture, equipment, and supplies; assembly and/or disassembly of existing and/or new furniture and/or workstations; and packaging or prepping of items to prevent damage. Some projects, such as installation of modular furniture, will require the payment of prevailing wage rates as required by the California Labor Code.

The Department of Support Services – Purchasing Unit released a Request for Quotes (RFQ) for Moving Services. Two companies submitted responsive bids and Purchasing intends to enter into an agreement with both, which will allow Departments to choose the vendor who can provide services best suited to their

needs, and also provide additional options in the event of scheduling conflicts.

**ALTERNATIVES**

The Board may choose to not approve the agreement but that would limit options available to departments for moving services. Limited options could delay projects due to scheduling conflicts with available vendors and/or Facilities Management. The Board may request additional information from staff.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

There is no additional General Fund impact from this amendment. The funds involved with this agreement are included in the FY 19-20 Adopted Budget for all affected departments and will be included in future proposed budgets.

**ATTACHMENTS:**

Description	Upload Date	Description
All Season's Moving and Storage dba Hemsted's Agreement	7/3/2019	All Season's Moving and Storage dba Hemsted's Agreement

No Withholding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
ALL SEASONS MOVING AND STORAGE, INC. DBA DON HEMSTED'S VAN AND  
STORAGE**

This agreement is entered into between the County of Shasta, through the Department of Support Services, Purchasing Unit, a political subdivision of the State of California, ("County") and All Seasons Moving and Storage, Inc. dba Don Hemsted's Van and Storage ("Consultant") for the purpose of providing moving services, and to assemble and disassemble office systems and furniture for various County departments (collectively, the "Parties" and individually a "Party").

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Provide appropriate moving vehicles and manpower, on an "on call" basis, suitable for moving office furnishings from one location to another for various County departments.
- B. Provide qualified personnel to disassemble and assemble office systems and furniture.
- C. Not perform any work that requires alteration of, renovation of, or attachment to, a County owned or leased structure without prior written approval by County.
- D. Only perform services under this contract with Department Head (or designee), of the requesting department, approval.
- E. Undertake, at the County's written direction, prevailing wage projects, during the term of this Agreement. The Consultant shall perform modular furniture disassembly and/or assembly during the term of this Agreement as requested by County. Each such project shall be negotiated between the Consultant and Department Head (or designee) of the requesting department. The scope of work, materials type, and the project price shall be agreed to in writing between the Consultant and County. A purchase order number shall be issued by the County Purchasing Unit prior to the commencement of each prevailing wage project and shall be considered a notice to proceed ("Notice to Proceed") with the work. In no event shall the total sum payable for all projects assigned under this Agreement exceed the amount set forth in Section 3 of this Contract.
- F. Pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Agreement in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Purchasing Department, located at 1450 Court Street Suite 348,

Redding, California, and are available to Consultant upon request. Consultant shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

- G. Comply with Labor Code section 1775. In accordance with Labor Code section 1775, Consultant shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise \$50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Agreement or by any subcontractor under this Agreement. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant.
- H. Keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant and any subcontractors in connection with the execution of this Agreement or any subcontract under this Agreement. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Consultant shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.
- I. The Department of Industrial Relations (DIR) has launched an online application at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> for public works consultants to meet the requirements of Senate Bill 854. Consultants must register and meet requirements using the new online application before performing work on public works agreements in California. The application also provides agencies that administer public works programs with a searchable database of qualified Consultants at: <https://efiling.dir.ca.gov/PWCR/Search>.

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. Direct priorities in moving, and provide access to appropriate locations.



**Section 3. COMPENSATION.**

- A. Consultant shall be paid at the rates listed in Attachment A, attached hereto and incorporated herein.
- B. Individual jobs will be subject to hourly minimums as identified on Attachment A. After the minimum has been met, Consultant shall be paid in quarter hour increments, or fraction thereof.
- C. An overtime rate will apply to all work performed on a Saturday or a Sunday, Holidays, or before 8:00 a.m. or after 5:00 p.m. Monday through Friday, at a rate of time plus one-half of the normal rate identified in Attachment A. Any overtime must be approved by County in writing prior to the services being performed.
- D. Services to be provided by more than two movers must be approved by County in writing prior to the services being performed.
- E. Consultant shall be paid for any packaging materials consumed in the course of providing services as described in Section 1 of this Agreement, at the rates listed on Attachment A. Additional packing materials not otherwise specified in Attachment A, may be purchased on an as needed basis with advance approval of County.
- F. Total compensation payable to Consultant during the entire term of this agreement, including any renewal periods as provided for in Section 5 of this agreement, shall not exceed \$200,000.
- G. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- H. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT.**

- A. Consultant shall submit to County within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall be for one year beginning August 22, 2019 and ending August 21, 2020. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by County's Director of Support Services 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 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

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

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

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

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

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

insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION.**

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

**Section 11. INSURANCE COVERAGE.**

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

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

- C. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

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

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

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

- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

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

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

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

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



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

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

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

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

**Section 16. LICENSES AND PERMITS.**

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

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

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

If to County:            Director of Support Services  
                                 Shasta County  
                                 1450 Court Street, Suite 348  
                                 Redding, CA 96001  
                                 Phone: (530) 225-5346  
                                 Fax: (530) 225-5344

If to Consultant:       Robert Wilson  
                                 Don Hemsted's Van and Storage  
                                 PO Box 994002  
                                 Redding, CA 96099  
                                 Phone: (530) 241-3456  
                                 Cell: (530) 200-0860  
                                 Fax: (530) 605-3855

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

**Section 20. AGREEMENT PREPARATION.**

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

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

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

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

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

**Section 25. CONFIDENTIALITY.**

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

**Section 26. 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

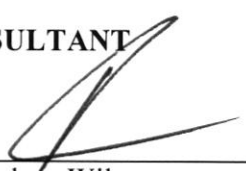
  
By: Adam Pressman  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

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

**CONSULTANT**

Date: 6-25-19

  
By: \_\_\_\_\_  
Robert Wilson  
Don Hemsted's Van and Storage  
Tax I.D.#: 68-0397917

**PRICING SHEET**

Services provided during *normal working hours* (Monday – Friday 8AM – 5PM):

	<b>RATE</b> <b>Non-Prevailing Wage Jobs</b>	<b>RATE</b> <b>Prevailing Wage Jobs</b>
<b>1 Mover w/ Truck</b>	\$90.00	\$120.00
<b>2 Movers w/ Truck</b>	\$120.00	\$150.00
<b>3 Movers w/ Truck</b>	\$180.00	\$210.00
<b>Additional Movers (Each)</b>	\$60.00	\$60.00

Services provided *outside of normal working hours* (Monday – Friday 5:01PM to 7:59AM, Weekends):

	<b>RATE</b> <b>Non-Prevailing Wage Jobs</b>	<b>RATE</b> <b>Prevailing Wage Jobs</b>
<b>1 Mover w/ Truck</b>	\$135.00	\$180.00
<b>2 Movers w/ Truck</b>	\$180.00	\$270.00
<b>3 Movers w/ Truck</b>	\$270.00	\$405.00
<b>Additional Movers (Each)</b>	\$90.00	\$90.00

Moving Truck Rates:

	<b>Size</b>	<b>RATE</b>
<b>Truck Option 1 (standard)</b>	26'	\$30.00
<b>Truck Option 2</b>	28'	\$50.00
<b>Truck Option 3</b>	SEMI	\$75.00

Packing Materials:

<b>Description</b>	<b>RATE</b>
<b>Shrink Wrap</b>	\$21.00 per roll
<b>Speed Pack</b>	\$23.00 each
<b>Carpet Mask</b>	\$64.00 per roll
<b>Tape</b>	\$3.00 per roll
<b>Wardrobe</b>	\$9.95 per ctn
<b>File carton with lid</b>	\$2.50 per ctn
Upon mutual agreement of unit costs, Contractor may provide additional materials not specifically listed as requested by County.	

Additional costs / charges:

<b>Description</b>	<b>RATE</b>
<b>Library or machine cart rental per week</b>	\$5.00 per cart
<b>E crate rental per week</b>	\$5.00 per crate

Minimum hourly requirements for individual jobs:

**October 1<sup>st</sup> through April 30<sup>th</sup> - 6 hour minimum.**

**May 1<sup>st</sup> through September 30<sup>th</sup> - 8 hour minimum.**

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - General Government-8.

**SUBJECT:**

Agreement with Chris Cable dba Caliber Office Furniture, LLC (Caliber), to provide moving services, and to assemble and disassemble office systems and furniture for various County departments.

**DEPARTMENT:** Support Services-Purchasing

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a renewal agreement with Chris Cable dba Caliber Office Furniture, LLC, in an amount not to exceed \$200,000 to provide moving and other services to various County Departments for the period August 22, 2019 through August 21, 2020, with two automatic one-year renewals.

**SUMMARY**

N/A

**DISCUSSION**

Various County Departments require moving services for relocation, reconfiguration or installation of office systems, furniture and other items on an as needed basis. Moving projects may include moves of various types of furniture, equipment, and supplies; assembly and/or disassembly of existing and/or new furniture and/or workstations; and packaging or prepping of items to prevent damage. Some projects, such as installation of modular furniture, will require the payment of prevailing wage rates as required by the California Labor Code.

The Department of Support Services – Purchasing Unit released a Request for Quotes (RFQ) for Moving Services. Two companies submitted responsive bids and Purchasing intends to enter into an agreement with both, which will allow Departments to choose the vendor who can provide services best suited to their needs, and also provide additional options in the event of scheduling conflicts.

**ALTERNATIVES**

The Board may choose to not approve the agreement but that would limit options available to departments for moving services. Limited options could delay projects due to scheduling conflicts with available vendors and/or Facilities Management. The Board may request additional information from staff.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

There is no additional General Fund impact from this amendment. The funds involved with this agreement are included in the FY 19-20 Adopted Budget for all affected departments and will be included in future proposed budgets.

**ATTACHMENTS:**

Description	Upload Date	Description
Caliber Agreement	7/3/2019	Caliber Agreement

No Withholding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
CHRIS CABLE, DBA CALIBER OFFICE FURNITURE, LLC**

This agreement is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California ("County") and Chris Cable dba Caliber Office Furniture, LLC ("Consultant") for the purpose of providing moving services, and to assemble and disassemble office systems and furniture for various County departments (collectively, the "Parties" and individually a "Party").

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Provide appropriate moving vehicles and manpower, on an "on call" basis, suitable for moving office furnishings from one location to another for various County departments.
- B. Provide qualified personnel to disassemble and assemble office systems and furniture.
- C. Not perform any work that requires alteration of, renovation of, or attachment to, a County owned or leased structure without prior written approval by County.
- D. Only perform services under this contract with Department Head (or designee), of the requesting department, approval.
- E. Undertake, at the County's written direction, prevailing wage projects, during the term of this Agreement. The Consultant shall perform modular furniture disassembly and/or assembly during the term of this Agreement as requested by County. Each such project shall be negotiated between the Consultant and Department Head (or designee) of the requesting department. The scope of work, materials type, and the project price shall be agreed to in writing between the Consultant and County. A purchase order number shall be issued by the County Purchasing Unit prior to the commencement of each prevailing wage project and shall be considered a notice to proceed ("Notice to Proceed") with the work. In no event shall the total sum payable for all projects assigned under this Agreement exceed the amount set forth in Section 3 of this Contract.
- F. Pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Agreement in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Purchasing Department, located at 1450 Court Street Suite 348, Redding, California, and are available to Consultant upon request. Consultant shall

also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

- G. Comply with Labor Code section 1775. In accordance with Labor Code section 1775, Consultant shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise \$50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Agreement or by any subcontractor under this Agreement. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant.
- H. Keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant and any subcontractors in connection with the execution of this Agreement or any subcontract under this Agreement. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Consultant shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.
- I. The Department of Industrial Relations (DIR) has launched an online application at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm> for public works consultants to meet the requirements of Senate Bill 854. Consultants must register and meet requirements using the new online application before performing work on public works agreements in California. The application also provides agencies that administer public works programs with a searchable database of qualified Consultants at: <https://efiling.dir.ca.gov/PWCR/Search>.

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. Direct priorities in moving, and provide access to appropriate locations.

**Section 3. COMPENSATION.**

- A. Consultant shall be paid at the rates listed in Attachment A, attached hereto and incorporated herein.
- B. Individual jobs will be subject to an hourly minimum of two hours, at the rates identified on Attachment A, for all moving and assembly services. After the minimum has been met, Consultant shall be paid in quarter hour increments, or fraction thereof.
- C. An overtime rate will apply to all work performed on a Saturday or a Sunday, Holidays, or before 8:00 a.m. or after 5:00 p.m. Monday through Friday, at the rates identified in Attachment A. Any overtime must be approved by County in writing prior to the services being performed.
- D. Services to be provided by more than two movers must be approved by County in writing prior to the services being performed.
- E. Total compensation payable to Consultant during the entire term of this agreement, including any renewal periods as provided for in Section 5 of this agreement, shall not exceed \$200,000.
- F. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- G. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT.**

- A. Consultant shall submit to County within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall be for one year beginning August 22, 2019 and ending August 21, 2020. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other

Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by County's Director of Support Services 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 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.



- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

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

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

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

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

**Section 10. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and

investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

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

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

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

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

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

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

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital

status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

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

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than



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

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

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

**Section 16. LICENSES AND PERMITS.**

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

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

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

If to County:                      Director of Support Services  
   Shasta County  
   1450 Court Street, Suite 348  
   Redding, CA 96001

Phone: (530) 225-5155  
Fax: (530) 225-5345

If to Consultant: Chris Cable  
Caliber Office Furniture, LLC  
8719 Airport Road, Suite A  
Redding, CA 96002  
Phone: (530) 225-8677  
Fax: (530) 225-8667

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

**Section 20. AGREEMENT PREPARATION.**

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

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

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

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

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

**Section 25. CONFIDENTIALITY.**

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

**Section 26. 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: \_\_\_\_\_

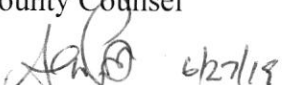
\_\_\_\_\_  
LEONARD MOTY, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

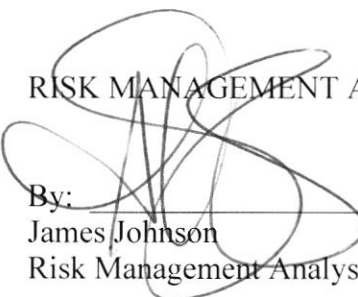
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

  
By: Adam Pressman  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

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

6/27/19

**CONSULTANT**

Date: 6-27-19

  
By: \_\_\_\_\_  
Chris Cable, President  
Caliber Office Furniture, LLC  
Tax I.D.#: 27-2272717

**PRICING SHEET**

Two hour minimum on all moving and assembly services

Services provided during *normal working hours* (Monday – Friday 8AM – 5PM):

	<b>RATE</b> <b>Non-Prevailing Wage Jobs</b>	<b>RATE</b> <b>Prevailing Wage Jobs</b>
<b>1 Mover w/ Truck</b>	\$75.00	\$130.00
<b>2 Movers w/ Truck</b>	\$150.00	\$260.00
<b>3 Movers w/ Truck</b>	\$225.00	\$390.00

Services provided *outside of normal working hours* (Monday – Friday 5:01PM to 7:59AM, Weekends):

	<b>RATE</b> <b>Non-Prevailing Wage Jobs</b>	<b>RATE</b> <b>Prevailing Wage Jobs</b>
<b>1 Mover w/ Truck</b>	\$95.00	\$150.00
<b>2 Movers w/ Truck</b>	\$190.00	\$300.00
<b>3 Movers w/ Truck</b>	\$285.00	\$450.00

Additional Services:

<b>Description</b>	<b>RATE</b>
<b>Design Services for NCPA and CMAS Contract Services</b>	*\$55.00 per hour
<b>*One hour minimum for design services</b>	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - General Government-9.

**SUBJECT:**

Tenth Amendment to Agreement with Securitas Security Services USA, Inc. to provide security services to various County Departments.

**DEPARTMENT:** Support Services-Purchasing

**Supervisory District No. :** All

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

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

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 Securitas Security Services USA, Inc., to provide security services, changing the County Contact, and modifying language to allow future updates to Attachment A-8 “On-Site and Security Patrol Schedules” to be signed by the Support Services Director, and retaining the maximum compensation of \$3,174,420.49 and the term of July 9, 2015 through June 30, 2020.

**SUMMARY**

N/A

**DISCUSSION**

Through this Tenth Amendment, Securitas will continue to provide on-site fixed post security services, daily patrol services, alarm response, and special response services at various County locations. The changes made in the amendment modify the County contact from HHSA to Support Services-Purchasing (Purchasing), as Countywide agreements are managed by Purchasing, and there is an immediate need for additional Departments to utilize these services. The changes also allow for future updates to On-Site and Security Patrol Schedules upon agreement between Securitas and the County, which will accommodate changing security needs, and allow changes to occur in an expedited manner.

These services promote the safety of clients, County employees, and members of the public, and preservation of County facilities and property. Purchasing will work with the various County Departments to determine their security needs and modify the level of security service as needed in order to continue to maintain a safe work environment.

**ALTERNATIVES**

The Board may choose not to approve the amendment. This is not recommended as there is an immediate need for additional security services by various County Departments. The Board may request additional information from staff.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

There is no additional General Fund impact from this amendment. The funds involved in this agreement are included in the FY 19-20 Adopted Budget for all affected Departments.

**ATTACHMENTS:**

Description	Upload Date	Description
Securitas Security Services USA, Inc. – 10th Amendment	7/8/2019	Securitas Security Services USA, Inc. – 10th Amendment

**TENTH AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND SECURITAS SECURITY SERVICES USA, INC.,  
FOR THE PROVISION OF SECURITY SERVICES**

This Tenth Amendment is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California ("County") and Securitas Security Services USA, Inc., a Delaware corporation ("Contractor").

**RECITALS**

WHEREAS, County and Contractor have previously entered into an agreement on June 9, 2015, effective July 9, 2015, for the provision of security services ("Original Agreement"); and

WHEREAS, the Original Agreement was amended by a first amendment ("First Amendment") on June 10, 2016 and effective June 10, 2016 to replace **Attachment A**, attached to the agreement and entitled "On-Site and Security Patrol Schedules", with **Attachment A-1**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a second amendment ("Second Amendment") on June 20, 2017, effective January 1, 2017 to: (1) modify the County Contact definition to include an e-mail address as described in Section 1. DEFINITIONS; (2) provide additional hourly rates and to increase the maximum compensation for fiscal years (FY) 2016-2017, 2017-2018, 2018-2019, and 2019-2020; (3) delete the previously agreed upon cost adjustment provisions in Subsection G of Section 4; and (4) replace **Attachment A-1**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-2**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a third amendment ("Third Amendment") on August 22, 2017, effective August 22, 2017 to replace **Attachment A-2**, entitled "On-Sight and Security Patrol Schedules" with **Attachment A-3**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a fourth amendment ("Fourth Amendment") on March 13, 2018, effective March 13, 2018, to: (1) modify the existing service hours; (2) add additional service locations, (3) increase maximum compensation for FY 2017-2018, 2018-2019, and 2019-2020 to cover the additional services; and replace **Attachment A-3**, entitled "On-Sight and Security Patrol Schedules" with **Attachment A-4**, entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement was amended by a fifth amendment ("Fifth Amendment") on June 5, 2018, effective April 25, 2018, to replace **Attachment A-4**, entitled "On-Sight and Security Patrol Schedules" with **Attachment A-5**, entitled "On-Site and Security Patrol Schedules"; and to amend section 8.B to assign signing authority for retroactive minor amendments; and

WHEREAS, the Original Agreement was amended by a sixth amendment ("Sixth Amendment") on July 24, 2018, effective July 2, 2018, to: (1) change the name of the "Syringe Exchange Program" to the "Syringe Services Program"; (2) change the service hours for the Syringe Services Program at 2460 Breslauer Way as stipulated in **Attachment A-5**; and (3) replace **Attachment A-5**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-6**, entitled "On-Site and Security Patrol Schedules.". The **Attachment A-6 did not take an effect** and was replaced by a seventh amendment ("Seventh Amendment") if its entirety; and

WHEREAS, the Original Agreement was amended by the Seventh amendment on September 11, 2018, effective on July 2, 2018, to: (1) add an additional security officer at the 1550 California Street location; (2) modify the Syringe Services Program location for Wednesdays from 2460 Breslauer Way to 2650 Breslauer Way; and (4) replace **Attachment A-6**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-7**, entitled "On-Site and Security Patrol Schedules" ("Seventh Amendment"); and

WHEREAS, the Original Agreement was amended by an eighth amendment ("Eighth Amendment") on November 13, 2018, effective on March 13, 2018, to increase the maximum compensation for FY 2017-2018, 2018-2019 and 2019-2020; and

WHEREAS, the Original Agreement was amended by a ninth amendment ("Ninth Amendment") on April 23, 2019, effective on April 23, 2019, to: (1) increase the hourly rates and the maximum compensation for FY 2018-2019 and 2019-2020; (2) amend and add additional hours to security coverage for the Syringe Services Program; and (3) replace **Attachment A-7**, entitled "On-Site and Security Patrol Schedules" with **Attachment A-8** entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, County and Consultant desire to amend the Agreement to: (1) modify the Introductory Paragraph, and Sections 1, 3, 7, 8, and 20 to change the County's primary contact; (2) modify Section 5. BILLING AND PAYMENT to reflect billing to be submit to appropriate County Departments; and (3) modify Section 2. RESPONSIBILITIES OF CONTRACTOR to allow County to agree in writing to future updates to Attachment A-8 entitled "On-Site and Security Patrol Schedules"; and

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment are collectively referred to as the "Agreement."; and

NOW, THEREFORE, the Agreement is amended as follows:

- I. The Introductory Paragraph of the Agreement is amended as of the effective date of this Tenth Amendment in its entirety to read as follows:

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Department of Support Services, Purchasing Unit ("County"), and Securitas Security Services USA, Inc. ("Contractor"), a Delaware

corporation, (collectively, the "Parties" and individually a "Party") for the provision of security services.

II. Section 1. DEFINITIONS, Subsection B, "County Contact" of the Agreement is amended as of the effective date of this tenth Amendment in its entirety to read as follows:

B. County Contact means an individual designated by County as the primary contact person for security issues related to this agreement. For purposes of this agreement, the County Contact shall be:

Shasta County Department of Support Services  
Attn: Chief Fiscal Officer  
1450 Court Street, Suite 348  
Redding, CA 96001  
Phone: 530-225-5346  
Fax: 530-225-5345

III. Section 2. RESPONSIBILITIES OF CONTRACTOR, Subsection A.1. of the Agreement is amended as of the effective date of this tenth Amendment in its entirety to read as follows:

A. **Services.**

1. Contractor shall provide On-site Fixed Post Security Services at the locations, days, and times, excluding County's Official and Observed Holidays as designated by County's Board of Supervisors ("Official and Observed Holidays"), specified by County pursuant to **Attachment A-8, On-Site and Security Patrol Schedules**, attached hereto and incorporated herein. During the term of this agreement, County may modify Attachment A-8, On-Site and Security Patrol Schedules, to add, delete or change locations, days and times as agreed upon in writing between the Director of Support Services or his/her designee, and the Contractor. On-Site Fixed Post Security Services duties shall include, but not be limited to:
  - a. Patrolling the interior and exterior of the assigned location; being alert to potential threats, panhandlers, and unauthorized solicitors; maintaining a highly visible profile while on duty; refraining from engaging in distractions such as excessive conversations with co-workers or on-site county employees, or utilization of electronic devices.
  - b. Completing one tour of the location's facilities and grounds (where applicable) each hour, and during this hourly tour check in with County staff in areas frequented by the public; checking County vehicles to make certain they are secure; being especially vigilant in the parking areas between 1200 hours and 1300 hours and between 1700 hours and 1800 hours; and checking the facility's doors and windows to make certain lock status is correct.
  - c. Escorting County staff to and from the facilities at the location as requested.

- d. Watching to ensure confidential documents (i.e. medical files and records, personal case records) are not taken from the location without authorization and reporting any unauthorized removal of medical files and records to the County Privacy Officer within one hour by calling 530-225-5995. An incident report must be completed.
- e. Immediately responding to all requests for assistance received from County staff.
- f. Participating in the location's Site Safety Committee meetings, and providing input and observations on improving site security.
- g. Within one hour, orally report all requests for assistance received from County staff to the designated County Contact and each location(s) contact as designated by the County Contact. Prepare a written Incident Report regarding the response and provide it to the County Contact and designated location contact(s) within 24 hours of the response.

IV. Section 2. RESPONSIBILITIES OF CONTRACTOR, Subsection A.2. of the Agreement is amended as of the effective date of this tenth Amendment in its entirety to read as follows:

- 2. Contractor shall provide Daily Patrol Service at the locations and during the times specified pursuant to **Attachment A-8, On-Site and Security Patrol Schedules**. During the term of this agreement, County may modify Attachment A-8, On-Site and Security Patrol Schedules, to add, delete or change locations, days and times as agreed upon in writing between the Director of Support Services or his/her designee, and the Contractor. Daily Patrol Service shall include, but not be limited to:
  - a. Patrol/surveillance by vehicle and/or on foot at locations, times and frequencies specified in **Attachment A-8**. This includes driving and/or walking through all parking areas and parking structures, paying special attention to stairwells, walkways, and areas not visible from a vehicle. For any parking structure with an elevator and/or closed stairwell, Contractor's personnel shall exit the patrol vehicle and walk the closed stairwell and look inside the elevator. Contractor's personnel may need to physically inspect some areas by exiting the patrol vehicle.
  - b. Maintain written records of all actions taken, contacts with County staff, suspicious occurrences, prepare written Shift Activity Reports, and, when applicable, prepare written Incident Reports. Contractor shall provide a copy of each Shift Activity Report to each location's contact(s) as designated by the County Contact within 24 hours of the end of each assigned security officer's shift. Contractor shall provide a copy of each Incident Report to County Contact and designated location contact(s) within 24 hours of the incident.



V. Section 2. RESPONSIBILITIES OF CONTRACTOR, Subsection D. of the Agreement is amended as of the effective date of this tenth Amendment in its entirety to read as follows:

**D. Client Grievances.**

Contractor shall promulgate and implement written procedures ("Grievance Procedures") whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Contractor shall provide a copy of Contractor's Grievance Procedures to County upon request. Contractor shall report all client grievances, and the nature thereof, in writing to the County's Director of Support Services or his/her designee ("Director") within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Contractor shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Director how the grievance was resolved or concluded.

VI. Section 3. RESPONSIBILITIES OF COUNTY, Subsection B. of the Agreement is amended as of the effective date of this tenth Amendment in its entirety to read as follows:

- B. Provide updates to Attachment A-8, On-Site and Security Patrol Schedules; information for facilities covered under this agreement such as burglar and fire alarm monitoring company contact information; County site contact names and phone numbers; keys, cardkeys, alarm codes where applicable; site specific duties and expectations as directed by the County Executive Officer, Director of Support Services, or his/her designee, in writing.

VII. Section 5. BILLING AND PAYMENT, Subsection A. of the Agreement is amended as of the effective date of this tenth Amendment in its entirety to read as follows:

- A. Contractor shall submit to the appropriate County Department for which services were provided, monthly by the 15th of each month, for the prior month's services prescribed in Section 2.A. of the agreement, an itemized statement or invoice for services rendered to County pursuant to this agreement. County shall pay Contractor within 30 days of receipt of a complete, correct, and approved statement or invoice. Contractor shall submit a final statement or invoice for services rendered County for the period ending June 30, 2020 by July 15, 2020.

VIII. Section 7. TERMINATION OF AGREEMENT, Subsection D. of the Agreement is amended as of the effective date of this tenth Amendment in its entirety to read as follows:

- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee, or the Shasta County Director of Support Services.

IX. Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS/EXHIBITS/APPENDICES, Subsection B. of the Agreement is amended as of the effective date of this tenth Amendment in its entirety to read as follows:

- B. Except as provided in Section 2, Subsections A.1. and A.2., no changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement, may be agreed to in writing between Contractor and the Director of Support Services, 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).

X. Section 20. NOTICES, Subsection A. of the Agreement is amended as of the effective date of this tenth Amendment in its entirety to read as follows:

- A. Except as provided in Section 7.C of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Support Services  
Shasta County  
1450 Court Street, Suite 348  
Redding, CA 96001  
Phone: 530-225-5515  
Fax: 530-225-5345

If to Contractor: President/CEO/CFO  
Securitas Security Services USA  
2045 Hurley Way #172  
Sacramento, CA 95825  
Phone: 916-870-8035

XI. **REAFFIRMATION**

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

XII. **ENTIRE AGREEMENT**

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

XIII. **EFFECTIVE DATE**

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this Tenth Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Tenth Amendment 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: Adam Pressman 7/2/19  
Adam Pressman  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 07/03/19  
James Johnson  
Risk Management Analyst III

**CONSULTANT**

Date: 7/2/19

By: Wallace Lavery  
Wallace Lavery  
Securitas Security Services USA, Inc.  
Vice President  
Tax I.D.#: 71-0912217

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - General Government-10.

**SUBJECT:**

Agreement with Technical Resource Management, LLC DBA Cordant Health Solutions (Cordant) for the purpose of providing drug testing materials and confirmation testing.

**DEPARTMENT:** Support Services-Purchasing

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with Technical Resource Management, LLC, dba Cordant Health Solutions in an amount not to exceed \$100,000 to provide drug testing materials and confirmation testing to various County departments for the period date of signing through June 30, 2020, with two automatic one year renewals.

**SUMMARY**

N/A

**DISCUSSION**

Various County Departments, including but not limited to: Health and Human Services Agency (HHSA)- Children's Services, HHSA - Perinatal Treatment Services, and Shasta County Adult and Juvenile Probation, require alcohol and drug testing services for clients. Drug testing materials will be purchased from Cordant and testing will be performed by Probation. Cordant will also provide confirmation testing as requested for specific drugs, as well as for detection of extended markers of alcohol use.

The Department of Support Services – Purchasing managed a Request for Quotes (RFQ) process, in collaboration with HHSA and Probation. Four companies submitted responsive bids from which Cordant was selected as the highest scoring responsive vendor. A Notice of Intent to Award was sent to each responder on June 14, 2019 and the ten day protest period ended June 24, 2019. No protests were received.

**ALTERNATIVES**

The Board may choose to not approve the agreement. This is not recommended, as various County Departments require drug testing of their clients and related confirmation services. The Board may request additional information from staff.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. The recommendation has been reviewed by the County Administrative Office. Purchasing released and managed the competitive process for this agreement.

**FINANCING**

There is no additional General Fund impact from this agreement. The funds involved in this agreement are included in the FY 2019-20 budgets for the various Departments who will be utilizing the agreement.

**ATTACHMENTS:**

Description	Upload Date	Description
Cordant Health Solutions Agreement	7/8/2019	Cordant Health Solutions Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
TECHNICAL RESOURCE MANAGEMENT, LLC DBA CORDANT HEALTH  
SOLUTIONS**

This agreement is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California ("County") and Technical Resource Management, LLC DBA Cordant Health Solutions ("Consultant") for the purpose of providing drug testing materials and confirmation testing (collectively, the "Parties" and individually a "Party").

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Provide urine sample collection materials for instant testing for various analyte panels as described in Attachment A, attached hereto and incorporated herein.
- B. Provide urinalysis testing for drugs and alcohol.
- C. Provide laboratory based testing services using Liquid Chromatographic/Tandem Mass Spectrometry (LC-MS/MS) for drug confirmation testing, and Gas Chromatography – Flame Ionization Detector (GCFID) for alcohol ethanol confirmations.
- D. Accept and test samples collected through instant testing products.
- E. Provide shipping supplies, requisition slips, collection cups, and confirmation vials, and arrange for pick up and transport of specimens for confirmatory testing, at no additional cost to the County. Supplies shall be shipped within 48 hours of County's order utilizing Fed-Ex ground.
- F. Provide same day emergency pick up of specimens when requested through Cordant Client Services by noon.
- G. Provide confirmatory testing services within time frames indicated in Attachment A.
- H. Provide notification of unsatisfactory specimens within 24 hours of receipt of such specimens.
- I. Maintain chain of custody and provide written affidavits, litigation packets, or expert witness testimony, when requested by the County. The fees associated with these services are included in Attachment A.
- J. Provide both positive and negative test results electronically and in compliance with the Health Insurance Portability Act (HIPAA) privacy standards.

- K. Ensure that the procedure mandated by the Clinical and Laboratory Improvement Act – 1988 (CLIA 88) shall be strictly adhered to, and shall maintain compliance with the requirements of a public health laboratory according to the California Code of Regulations, Title 17, Section 1078, and shall take part in all quality control measures to ensure the integrity of testing results as directed in CLIA 88.
- L. Bill Insurance and Medi-Cal as appropriate for laboratory testing services for covered clients when adequate billing information is provided.

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Consultant as prescribed Attachment A in of this agreement and shall monitor the outcomes achieved by Consultant.
- B. Properly package all outgoing specimens for scheduled pick-ups three days per week. Specimens shall be shipped in confirmation vials provided by Consultant.
- C. Request necessary laboratory services from Consultant by completing the laboratory requisition form with complete and accurate information.
- D. Provide individual's insurance billing information when appropriate. No requests for insurance billing will be made for any services which are not determined by a physician to be medically necessary.

**Section 3. COMPENSATION.**

- A. Consultant shall be paid according to the prices listed in Attachment A, attached hereto and incorporated herein, for the services described in this agreement. In no event shall the maximum amount payable under this agreement exceed \$100,000.
- B. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT.**

- A. Consultant shall submit to County an itemized statement or invoice of services rendered the preceding month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal

government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall begin as of the last date it has been signed by all parties and ending June 30, 2020. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

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



- G. Consultant may terminate this agreement for breach upon thirty days' written notice of such breach to County and County's failure to cure such breach during the thirty day notice period.

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

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

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

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

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

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

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

**Section 10. INDEMNIFICATION.**

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

**Section 11. INSURANCE COVERAGE.**

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

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

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional

insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

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

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

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way,

directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

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

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

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

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

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

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

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

**Section 16. LICENSES AND PERMITS.**

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

**Section 17. PERFORMANCE STANDARDS.**

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



**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

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

If to County:                      Director of Support Services  
Purchasing Unit  
1450 Court Street, Suite 348  
Redding, CA 96001  
Phone: (530) 225-5515  
Fax: (530) 225-5345

If to Consultant:                General Counsel  
Technical Resource Management, LLC  
DBA Cordant Health Solutions  
12015 46<sup>th</sup> Ave. Suite 220  
Denver, CO 80239  
Phone: 800-848-5955 Ext 6288  
Fax: 303-371-0583

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

**Section 20. AGREEMENT PREPARATION.**

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

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

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

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

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

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

**Section 25. CONFIDENTIALITY.**

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

**Section 26. CONFIDENTIALITY OF CLIENT INFORMATION.**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultants employees, volunteers, agents, and officers shall comply with state and federal requirements regarding



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

**Section 27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY**

In addition to, and without limiting requirements of Section 10, the parties acknowledge the Health Portability and Accountability Act of 1996, and its implementing regulations ("HIPAA"). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that were provided for in Section 10.

**Section 28. COMPLIANCE WITH LAW; 31 US CODE SECTION 1352**

Consultant certifies no funds from this agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress; an officer or employee of Congress; or an employee of a member of Congress. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC Section 1352.

**Section 29. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF CONSULTANTS.**

Consultant certifies, by the signing of this agreement that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal department or agency pursuant to Executive Order 12549, Titles 45 code of Federal Regulations (CFR) Part 76, 7 CFR Part 3017, and 44 CFR Part 17, whenever applicable. If the Consultant is unable to certify any of these statements, it must attach an explanation to that effect at the time of signing.

***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: \_\_\_\_\_

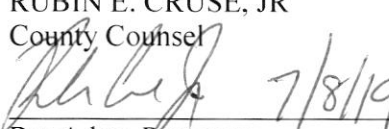
\_\_\_\_\_  
LEONARD MOTY, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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


 7/8/19  
By: Adam Pressman  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

 07/08/2019  
By: James Johnson  
Risk Management Analyst III

**CONSULTANT**

Date: 7/5/2019

  
By: Amanda Gibbs  
Vice President and General Manager  
Cordant Health Solutions  
Tax I.D.#:

Response to Request for Quotes from Shasta County Department of Support Services/  
Purchasing Division for Drug Testing Materials and Services

## PRICING

	5-Analyte Panel	6- Analyte Panel	7- Analyte Panel	Full Analyte Panel
	Amphetamine Cocaine Ethyl Alcohol Opiate Phencyclidine  Specific Gravity Creatinine	Amphetamine Barbiturate Benzodiazepine Cocaine Opiate Cannabinoids  Specific Gravity Creatinine	Amphetamine Barbiturate Benzodiazepine Cocaine Ethyl Alcohol Opiate Cannabinoids  Specific Gravity Creatinine	Amphetamine Barbiturate Benzodiazepine Cocaine Ecstasy Ethyl Alcohol Methadone Methaqualone Opiate Phencyclidine Propoxyphene Cannabinoids  Specific Gravity Creatinine
<b><u>COST PER:</u></b>				
<b>INSTA-CUP</b>	\$3.35	\$3.70	\$3.95	\$5.30
<b>CONFIRMATION TEST <sup>1</sup></b>	\$14.75	\$ 14.75	\$ 14.75	\$ 14.75 <sup>2</sup>
<b>Same day Emergency Pick up</b>	\$25.00	\$25.00	\$25.00	\$25.00
<b>TIME FOR TURN-AROUND CONFIRMATION TESTING <sup>3</sup></b>	24-48 hours	24-48 hours	24-48 hours	24-48 hours <sup>4</sup>
<b>TELEPHONIC EXPERT WITNESS</b>	No Charge	No Charge	No Charge	No Charge

# Cordant

Response to Request for Quotes from Shasta County Department of Support Services/  
Purchasing Division for Drug Testing Materials and Services  
RFQ#19-25

Hea ti S \*

<b>IN PERSON EXPERT WITNESS</b>	\$150/hr. (8 hour minimum) plus travel	\$150/hr. (8 hour minimum) plus travel	\$150/hr. (8 hour minimum) plus travel	\$150/hr. (8 hour minimum) plus travel
<b>LITIGATION PACKET</b>	\$75.00	\$75.00	\$75.00	\$75.00
<b>AFFIDAVIT</b>	\$25.00	\$25.00	\$25.00	\$25.00

## Footnotes:

- 1 . Additionally, the prices quoted assumed a Fed-Ex pick-up schedule of 3 times per week. Cordant is happy to revise our quote if different assumptions are desired.
- 2 In the unlikely event that methaqualone or propoxyphene confirmations are needed, the confirmations on these two drugs will be performed at a reference lab and the price for the confirmations is \$40.00.
- 3 Turn around time of 24-48 hours is based on the date the specimen is received at the laboratory.
- 4 As noted in footnote 2 above, methaqualone and propoxyphene confirmations are performed at reference laboratories; the turn-around time on results for these two confirmations will be extended by 5-7 days.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - General Government-11.

**SUBJECT:**

Salary Resolution which amends the Shasta County Salary Schedule, Classification Specifications, and Position Allocation List.

**DEPARTMENT:** Support Services-Personnel  
Assessor-Recorder

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a salary resolution effective July 21, 2019, which: (1) Amends the Shasta County Classification Specifications and Salary Schedule as follows: (a) delete Assessor/Recorder Clerk I/II/III; (b) delete Senior Assessor/Recorder Clerk; (c) delete Supervising Assessor/Recorder Clerk; (d) add Assessor/Recorder Specialist I/II/III; (e) add Senior Assessor/Recorder Specialist; (f) add Supervising Assessor/Recorder Specialist; (2) amends the County Position Allocation List, effective July 21, 2019, as follows: (a) reclassify positions from 6.0 Full Time Equivalent (FTE) Assessor/Recorder Clerk I/II/III to 6.0 FTE Assessor/Recorder Specialist I/II/III within the Assessor budget; (b) from 4.0 FTE Senior Assessor/Recorder Clerk to 4.0 FTE Senior Assessor/Recorder Specialist and from 1.0 FTE Supervising Assessor/Recorder Clerk to 1.0 Supervising Assessor/Recorder Specialist within the Assessor budget; (c) reclassify positions from 5.0 Full Time Equivalent (FTE) Assessor/Recorder Clerk I/II/III to 5.0 FTE Assessor/Recorder Specialist I/II/III within the Recorder budget; and (d) from 2.0 FTE Senior Assessor/Recorder Clerk to 2.0 FTE Senior Assessor/Recorder Specialist, and from 1.0 FTE Supervising Assessor/Recorder Clerk to 1.0 Supervising Assessor/Recorder Specialist within the Recorder budget; and (3) adds class specifications for the Assessor/Recorder Specialist I, Assessor/Recorder Specialist II, Assessor/Recorder Specialist III, Senior Assessor/Recorder Specialist, and Supervising Assessor/Recorder Specialist positions.

**SUMMARY**

N/A

**DISCUSSION**

The proposed recommendation is a modification to the Shasta County Position Allocation List within the Assessor Recorder. The recommendation is the result of a request to review the appropriate classification for the Assessor/ Recorder Clerk I/II/III class series. The study of the positions was completed using information contained in the memorandums requesting review, interviews conducted with the supervisor and Department Head, as well as analysis of the job classification specifications. The primary focus in analyzing positions is to determine the current functions of the job and whether the position has had a

significant change in duties, level of responsibilities, and/or qualifications. As a result of the analysis it is recommended the classifications of Assessor/Recorder Clerk I/II/III be reclassified to an Assessor/Recorder Specialist I/II/III. Along with the reclassification for the Assessor/Recorder Clerk I/II/III classifications, it is recommended the titles for the Senior Assessor/Recorder Clerk and Suprvsg Assessor/Recorder Clk classifications be adjusted to Senior Assessor/Recorder Spec, and Suprvsg Assessor/Recorder Spec based on the oversight and associated responsibility for the Assessor/Recorder Clerk I/II/III classifications. The involved employees and Department Head were made aware of the appeals process included in the classification analysis process; no appeal has been received.

**ALTERNATIVES**

The Board may choose not to approve this recommendation.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Administrative Office and the Assessor Recorder.

**FINANCING**

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

- cc: Larry Lees, County Executive Officer  
Elaine Grossman, Senior Administrative Analyst  
Leslie Morgan, Assessor-Recorder  
Shelley Forbes, Assistant Director of Support Services  
Kari Hallstrom, Personnel Analyst II  
Linda Mekelburg, Agency Staff Services Analyst II-Conf  
Melissa Mansfield, Agency Staff Services Analyst I-Conf

**ATTACHMENTS:**

Description	Upload Date	Description
Classification Specification - Assessor-Recorder Specialist I	6/24/2019	Classification Specification - Assessor-Recorder Specialist I
Classification Specification - Assessor-Recorder Specialist II	6/24/2019	Classification Specification - Assessor-Recorder Specialist II
Classification Specification - Assessor-Recorder Specialist III	6/24/2019	Classification Specification - Assessor-Recorder Specialist III
Classification Specification - Senior Assessor-Recorder Specialist	6/24/2019	Classification Specification - Senior Assessor-Recorder Specialist
Classification Specification - Supervising Assessor-Recorder Specialist	6/24/2019	Classification Specification - Supervising Assessor-Recorder Specialist
Salary Resolution	7/9/2019	Salary Resolution

## **ASSESSOR-RECORDER SPECIALIST I**

### **DEFINITION**

Under close supervision, to learn to perform a variety of functions related to the operations of the County Assessor-Recorder's office; learn, interpret, and implement statutory regulations and policy; and to perform related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry-level class in the Assessor-Recorder Specialist series. Incumbents learn and perform routine, less complex functions, increasing in complexity with time and training. Under close supervision, to learn to perform a variety of duties involved in the preparation of the assessment roll, as well as learning to review, record, index and file legal documents, assist the general public, and other specialized duties.

### **EXAMPLES OF DUTIES**

Duties may include but are not limited to:

In Assessor's Office, learns and performs the less complex work in the preparation, processing and maintenance of the assessment roll; assists the public at the counter, answers telephone and routes calls to appropriate staff member; analyzes documents and applies appropriate tax law, maintains records and indexes involving ownership, exemption, mailing addresses and tax area codes; identifies documents by entering parcel numbers and/or account numbers; checks and tabulates statistical data; assembles and transfers information from other sources; verifies information received on various forms, logs, files, etc.; sorts forms returned by public for correct processing and routing; types letters from rough drafts, types reports, form letters, requisitions, claims and statistical data; assists other Assessor-Recorder Specialists in specialized areas; searches and copies documents; receives and receipts monies; analyzes and applies exemptions and determines qualification for specialized exemptions as outlined in the Revenue and Taxation Codes; calculates prorated tax amounts; receives, distributes and dispatches mail;; operates computer and various office and copying equipment.

In Recorder's Office, learns to receive and check for acceptability and accuracy a variety of legal instruments; examines documents submitted for recording to determine if document is in accordance with laws governing recording; determines recordability, determines the proper recording fee, and records documents; maintains and does indexing and/or verifying to create indexes of official records; prepares documents for imaging; scans images; reviews film for accuracy; maintains simple statistical reports and cash drawers.

### **EMPLOYMENT STANDARDS**

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

**Knowledge of:** Modern office practices and procedures; operation of office equipment; common terminology routinely used in legal documents; clerical practices and procedures; windows based computer software.

**Ability to:** Learn and perform a variety of detailed clerical procedures with accuracy and increasing independence; make arithmetical computations rapidly and accurately; learn and understand, explain, and apply legal regulations and procedures; learn to operate office equipment utilized in the Assessor-Recorder's Office; communicate effectively orally and in written form; understand and carry out oral and written instructions; learn to determine recordability of legal documents; research documents in the computer and on microfiche equipment; establish and maintain



cooperative relationships with those contacted in the course of work.

These employment standards are typically attained with one year of general clerical experience OR with one year of clerical experience affording an opportunity to become familiar with terminology and procedures common to the recording and processing of legal documents and the use of computer and micrographic equipment.

SPECIAL REQUIREMENTS:

Possession of a valid California driver license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell. The employee frequently is required to sit and climb or balance. The employee is occasionally required to stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts and fumes or airborne particles. The noise level in the work environment is usually moderate.

NEW 7/19  
CS1190A

## **ASSESSOR-RECORDER SPECIALIST II**

### **DEFINITION**

Under supervision, to perform a variety of functions related to the operations of the County Assessor-Recorder's Office; interpret and implement statutory regulations and policy; and to perform related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the first journey level class in the Assessor-Recorder Specialist series. Incumbents perform complex specialized functions with a minimum of supervision.

### **EXAMPLES OF DUTIES**

Duties may include but are not limited to:

In Assessor's Office, performs the more complex work in the preparation, processing, and maintenance of the assessment roll; assists the public in interpreting assessment laws and procedures, resolving problems, searching and checking title of property descriptions; analyzes documents and applies appropriate tax law; maintains records and indexes involving ownership, exemptions, mailing addresses and tax area codes; identifies documents by entering parcel numbers and/or account numbers; enters new boat and aircraft values, change of ownership and other data; verifies information received on various forms, logs, files, etc.; answers telephone and routes calls to appropriate staff member; assists the public at the counter; sorts, files and copies a variety of information; analyzes and applies exemptions and determines qualification for specialized exemptions as outlined in the Revenue and Taxation Codes; calculates prorated tax amounts; assists other Assessor-Recorder Specialists in specialized areas.

In Recorder's Office, receives and checks for acceptability and accuracy a variety of legal instruments; examines documents submitted for recording to determine if document is in accordance with laws governing recording; determines recordability, determines the proper recording fee, and records documents; answers inquiries from public concerning procedures and requirements and assists them in locating records; maintains and does indexing and/or verification to create indexes of official records; takes orders, bills, collects fees, and prepares electronic receipts for recording; may maintain accounting records; searches and copies documents; prepares documents for imaging and filming; scans images; reviews film for accuracy before being sent for storage; mails recorded material to owner; makes certified copies; operates computer and various office and copying equipment; maintains simple statistical reports and cash drawers.

### **EMPLOYMENT STANDARDS**

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

**Knowledge of:** Modern office practices and procedures; operation of office equipment; windows based computer software; knowledge of the California Revenue and Taxation Code; procedures and methods involved in the preparation and maintenance of the assessment roll; Assessor's data processing system and parcel numbering system; proper procedures for data entry and information search. Common terminology routinely used in legal documents; procedures, policies, and regulations relating to the recording, processing, imaging, filming, and indexing of documents in the County Recorder's Office; County Recorder's indexing system.

**Ability to:** Make arithmetical computations rapidly and accurately; learn detailed and complex assessment procedures; understand, explain, and apply state and local regulations; communicate effectively orally and in written form; accurately enter and retrieve information from the Assessor's data processing system; understand and carry out oral and written instructions; establish and maintain cooperative working relationships with those contacted in the course of work; determine recordability of legal documents; research documents in the computer and on microfiche equipment.

These employment standards are typically attained with one year of experience comparable to that of an Assessor-Recorder Specialist I with Shasta County.

SPECIAL REQUIREMENTS:

Possession of a valid California driver license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee frequently is required to sit. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear.

The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts and fumes or airborne particles.

NEW 7/19  
CS1191A

### **ASSESSOR-RECORDER SPECIALIST III**

#### **DEFINITION**

Under general supervision, to perform the more complex and difficult functions in the Assessor-Recorder's Office; to assist in the supervision and training of staff; and to perform related work as required.

#### **DISTINGUISHING CHARACTERISTICS**

Positions in this class are distinguished from positions in the next lower class of Assessor-Recorder Specialist II by the regular performance of duties requiring knowledge of specific procedures and legal instruments involved in the assessment of property for tax purposes or in the examining and indexing of recorded documents. Incumbents must also be capable of assisting in the training of others in the operations of assigned equipment and may be required to act as a lead worker in some situations.

#### **EXAMPLES OF DUTIES**

In Assessor's Office, performs specialized and complex work in the production of the assessment roll; initiates questionnaires, updates values and maintains current information; processes property statements, property transfers, and appraisal records; analyzes documents and applies appropriate tax law; identifies documents by entering parcel numbers and/or account numbers; prepares cancellations and corrections to the secured and unsecured rolls in accordance with the Revenue and Taxation Code; prepares and enters data in the computer; prepares and types correspondence to request information from public; distributes, receives, analyzes, and applies exemptions and determines qualification for specialized exemptions as outlined in the Revenue and Taxation Codes; calculates prorated tax amounts; receives, prepares and keys source documents, including typed, printed and handwritten material; verifies the accuracy of data previously entered; refers all illegible or incomplete source documents to appropriate persons for correction; maintains records of work received and completed; assists in the training of less experienced operators; checks data processing outputs for accuracy; acts as information source on non-technical matters in relation to data entry operations; may assist in filing or other routine tasks.

In Recorder's Office, performs specialized and complex work; examines documents submitted for recording to determine if document is in accordance with laws governing recording; determines recordability; determines the proper recording fee; indexes and verifies documents accepted for recording; answers public inquiries regarding recording requirements; prepares documents for scanning; assists the public and does other work as required.

#### **EMPLOYMENT STANDARDS**

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

**Knowledge of:** Basic legal instruments and terminology involved in the assessment of property for tax purposes; State codes, County ordinances, and recording protocol affecting recorded documents; modern office practices, procedures and equipment; general knowledge of the California Revenue and Taxation Code; Assessor's data processing system and parcel numbering system; Recorder's data processing system including indexing, cashiering, and imaging; proper procedures for data entry and information search; organization, operating details and procedures of the County Assessor-Recorder's Office; operation of key data entry and imaging equipment and peripheral equipment.

**Ability to:** Make arithmetical computations rapidly and accurately; understand, explain, and apply State and local regulations; read and interpret legal documents; survey records and other sources of information; accurately enter and retrieve information from the Assessor's data processing system; accurately enter data and verify information into the Recorder's recording system; communicate effectively orally and in writing; understand and carry out oral and written instructions; establish and maintain cooperative relationships with those contacted in the course of work; verify accuracy and completeness of source documents; maintain accurate records and logs of work completed; type with accuracy and moderate speed on key

data entry equipment.

These employment standards are typically attained with two years of responsible and specialized experience comparable to that of an Assessor-Recorder Specialist II with Shasta County.

SPECIAL REQUIREMENTS:

Possession of a valid California driver license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee frequently is required to sit. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear.

The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

NEW 7/19  
CS1192A

## **SENIOR ASSESSOR-RECORDER SPECIALIST**

### **DEFINITION**

Under direction, to perform the most complex technical duties related to the operations of the Assessor-Recorder's Office; to assist in the training and supervision of other Assessor-Recorder Specialists; to determine legal descriptions of properties transferred and/or research recorded chains of ownership title of properties; to review, record, index, file, scan and develop legal documents; to perform accounting and statistical record keeping duties; and to perform related work as required.

### **DISTINGUISHING CHARACTERISTICS**

Positions in this class are distinguished from positions in the next lower class of Assessor-Recorder Specialist III by the degree of independence and variety of regulations and procedures they must utilize in performing their duties. Incumbents are assigned duties of the most complex technical nature, as well as performing accounting and statistical duties.

### **EXAMPLES OF DUTIES**

Performs specialized technical duties in the production of the assessment roll; reads documents pertaining to property transfers and identifies the proper Assessor's parcel to be transferred; verifies current ownership of parcels and researches chain of title, using on-line computer data retrieval and Recorder's Office information to determine appraisal status of property; maintains pertinent records and prepares reports; handles prorates, segregation and combinations; distributes, receives, reviews and processes the more complex exemption claims; locates property on maps by legal descriptions and assigns parcel number; computes values of properties and exemptions using cost factors provided by State Board of Equalization; maintains current list of all businesses in the County; assists in the supervision and training of a small group of specialists; files, keeps records and prepares reports. Receives and checks for acceptability and accuracy a variety of legal instruments; determines recordability and records documents; answers inquiries from public concerning procedures and requirements and assists them in locating records; compiles, maintains and does counter-checking of indexes and cross indexes official records; processes and files documents; takes orders, bills and collects fees for recording, searching and copying documents; prepares documents for filming; scans documents and reviews images for accuracy; receives, scans and maintains vital statistics, births, deaths, and marriage records; prepares archival film for storage; constructs, duplicates and distributes film packets; cleans machines, makes minor repairs and changes chemicals; mails recorded materials to owner; makes certified copies; keeps records and prepares reports; operates typewriter and various office and copying equipment; assists in supervision and training of new personnel; maintains financial and statistical records; prepares financial reports, including cash reconciliation; distributes funds to other agencies.

### **EMPLOYMENT STANDARDS**

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

**Knowledge of:** Assessor's parceling system; Assessor's Office process and procedures for valuing and assessing property for tax purposes; legal methods of transferring title to real property; basic legal instruments and terminology involved in the appraisal of property for tax assessment purposes; general knowledge of the California Revenue and Taxation Code; organization, operating details and procedures of the County Assessor-Recorder's Office; principles of supervision and training; Assessor-Recorder's data processing system; common legal terminology routinely used in legal documents; common office practices and procedures; basic accounting procedures for one position; procedures, policies and regulations relating to the recording, processing, filming and indexing of documents in the County Recorder's Office; methods and regulations relating to the operation of cameras, film processing and other related equipment; County Recorder's indexing system;

**Ability to:** Read and interpret legal documents, survey records and other sources of information; accurately enter and retrieve information from the Assessor's data processing system; interpret and draw logical conclusions from a variety of financial and statistical data; make arithmetical computations rapidly and accurately; train and supervise subordinate personnel; communicate effectively orally and in written form; establish and maintain cooperative relationships with those contacted in the course of work; determine recordability of legal documents; interpret and apply new procedures, policies and regulations

relating to the work of the County Recorder's office; type with accuracy and moderate speed on a typewriter or computer terminal; maintain technical accounting and statistical records for one position; understand and carry out oral and written instructions; lead and instruct personnel performing clerical duties;

These employment standards are typically attained with three years of responsible and specialized experience in an Assessor-Recorder's Office.

SPECIAL REQUIREMENTS:

Possession of a valid California driver license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee frequently is required to sit. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

NEW 7/19  
CS1193

## **SUPERVISING ASSESSOR-RECORDER SPECIALIST**

### **DEFINITION**

Under direction, to supervise the training and activities of Assessor-Recorder Specialists; to perform complex technical and complex assessment and recorder duties required; and to perform related work as required.

### **DISTINGUISHING CHARACTERISTICS**

The incumbents in this position are distinguished from positions in the next lower class of Senior Assessor-Recorder Specialist by the supervisory duties. One of the incumbents is the supervisor of Assessor's support staff and reports to the Program Manager in the Roll Production Division. The two incumbents assigned to the Recorder's section report to the Program Manager in the Recorder Division and have supervisory responsibility for the staff in that section.

### **EXAMPLES OF DUTIES**

In Assessor's Office, assists the Program Manager in the Roll Production Division in processing assessment documents and reports; supervises and helps train assessor-recorder specialists assigned to the Assessor's Office; helps perform specialized technical duties in the production of the assessment roll; interprets documents pertaining to property transfers and identifies the proper Assessor's parcel to be transferred and the proper percentage change in ownership to be valued; verifies current ownership of parcels and researches chain of title, using on-line computer data retrieval and Recorder's Office information to determine appraisal status of property; assists in processing Prop 58 and Prop 60 exclusion claims; keeps records and prepares reports. In Recorder's Office, assists the Recorder Division's Program Manager to examine and determine whether legal documents submitted for recordation are legally entitled to be recorded in accordance with laws governing public recordation; advises the public on the activities and responsibilities of the office; accounts for fees collected; handles telephone and mail inquiries and requests; supervises and trains employees engaged in reviewing, accepting, indexing, imaging and processing documents presented for recording and locating and maintaining statistical records; responsible for the activities of the Recorder's portion of the office in the absence of the Recorder Division's Program Manager.

### **EMPLOYMENT STANDARDS**

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

**Knowledge of:** Assessor's parceling system; Assessor's Office process and procedures for valuing and assessing property for tax purposes; legal methods of transferring title to real property; legal instruments and terminology involved in the appraisal of property for tax assessment purposes; knowledge of the California Revenue and Taxation Code; organization, operating details and procedures of the County Assessor's Office; principles of supervision and training; Assessor's data processing system; State codes and County ordinances affecting the operations of the Recorder's portion of the Assessor-Recorder's Office; legal terminology and legal documents used and recorded in the Recorder's portion of the Assessor-Recorder's Office; office methods and procedures.

**Ability to:** Read and interpret legal documents, survey records and other sources of information; accurately enter and retrieve information from the Assessor's data processing system; interpret and draw logical conclusions from a variety of financial and statistical data; make arithmetical computations rapidly and accurately; train and supervise subordinate personnel; communicate orally and in written form; establish and maintain cooperative relationships with those contacted in the course of work; analyze a wide variety of legal documents for completeness, accuracy and compliance with laws governing the recording of documents; interpret, explain and apply laws, rules and regulations governing the recording of documents; keep records and prepare reports.

These employment standards are typically attained with two years of responsible and specialized experience comparable to that of a Senior Assessor-Recorder Specialist.



SPECIAL REQUIREMENTS:

Possession of a valid California driver license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee frequently is required to sit. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

NEW 7/19  
CS1194

**SALARY RESOLUTION NO.****A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
AMENDING THE SHASTA COUNTY SALARY SCHEDULE, SHASTA COUNTY  
CLASSIFICATION**

**BE IT RESOLVED** that effective July 21, 2019, the following amendments are made to the Shasta County Classification Specifications and Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Approx.</u> <u>Monthly</u> <u>F Step</u>
<u>DELETE</u>						
	Assessor/Recorder Clerk I	C	UPEC	349	2214	2826
	Assessor/Recorder Clerk II	C	UPEC	364	2382	3041
	Assessor/Recorder Clerk III	C	UPEC	387	2665	3402
	Senior Assessor/Recorder Clerk	C	UPEC	407	2938	3750
31,51	Suprvsg Assessor/Recorder Clk	C	SUPV	423	3162	4036
<u>ADD</u>						
	Assessor/Recorder Specialist I	C	UPEC	359	2325	2968
	Assessor/Recorder Specialist II	C	UPEC	374	2502	3193
	Assessor/Recorder Specialist III	C	UPEC	392	2732	3486
	Senior Assessor/Recorder Spec	C	UPEC	407	2938	3750
31,51	Suprvsg Assessor/Recorder Spec	C	SUPV	423	3162	4036

**BE IT FURTHER RESOLVED** that effective July 21, 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.</u> <u>Unclass</u>	<u>No. of</u> <u>Positions</u>	<u>FTE</u>	<u>Unique</u> <u>Position</u> <u>Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Approx.</u> <u>Monthly</u> <u>F Step</u>
<u>ASSESSOR - Cost Center 112</u>									
<u>FROM</u>									
	Assessor/Recorder Clerk I or	C			2639 2640	UPEC	349	2214	2826
	Assessor/Recorder Clerk II or	C	6	6.0	2642 2643	UPEC	364	2382	3041
	Assessor/Recorder Clerk III	C			2644 2645	UPEC	387	2665	3402

## BOARD OF SUPERVISORS REGULAR MEETING - July 16, 2019

Salary Resolution

July 16, 2019

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	Senior Assessor/Recorder Clerk	C	4	4.0	2159 2160 2161 2162	UPEC	407	2938	3750
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31,51	Suprvsg Assessor/Recorder Clk	C	1	1.0	1271	SUPV	423	3162	4036
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TO

	Assessor/Recorder Specialist I or	C				UPEC	359	2325	2968
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	Assessor/Recorder Specialist II or	C	6	6.0		UPEC	374	2502	3193
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	Assessor/Recorder Specialist III	C				UPEC	392	2732	3486
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	Senior Assessor/Recorder Spec	C	4	4.0		UPEC	407	2938	3750
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31,51	Suprvsg Assessor/Recorder Spec	C	1	1.0		SUPV	423	3162	4036
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DELETE

	Assessor/Recorder Clerk I or	C				UPEC	349	2214	2826
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	Assessor/Recorder Clerk II or	C	1	1.0	2641	UPEC	364	2382	3041
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	Assessor/Recorder Clerk III	C				UPEC	387	2665	3402
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ADD

	Assessor/Recorder Specialist I or	C				UPEC	359	2325	2968
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	Assessor/Recorder Specialist II or	C	1	1.0		UPEC	374	2502	3193
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	Assessor/Recorder Specialist III	C				UPEC	392	2732	3486
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**RECORDER - Cost Center 290**FROM

	Assessor/Recorder Clerk I or	C			2299	UPEC	349	2214	2826
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	Assessor/Recorder Clerk II or	C	5	5.0	2300	UPEC	364	2382	3041
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	Assessor/Recorder Clerk III	C			2301	UPEC	387	2665	3402
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	Assessor/Recorder Clerk III	C			2302	UPEC	387	2665	3402
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	Assessor/Recorder Clerk III	C			2303	UPEC	387	2665	3402
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	Senior Assessor/Recorder Clerk	C	2	2.0	2001	UPEC	407	2938	3750
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	Senior Assessor/Recorder Clerk	C	2	2.0	2002	UPEC	407	2938	3750
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31,51	Suprvsg Assessor/Recorder Clk	C	1	1.0	1802	SUPV	423	3162	4036
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Salary Resolution

July 16, 2019

Page 3 of 3

TO

	Assessor/Recorder Specialist I or	C			UPEC	359	2325	2968
	Assessor/Recorder Specialist II or	C	5	5.0	UPEC	374	2502	3193
	Assessor/Recorder Specialist III	C			UPEC	392	2732	3486
	Senior Assessor/Recorder Spec	C	2	2.0	UPEC	407	2938	3750
31,51	Suprvsg Assessor/Recorder Spec	C	1	1.0	SUPV	423	3162	4036

**DULY PASSED AND ADOPTED** this 16<sup>th</sup> day of July, 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:** July 16, 2019

**CATEGORY:** Consent - General Government-12.

**SUBJECT:**

Salary Resolution which amends the Shasta County Position Allocation List.

**DEPARTMENT:** Support Services-Personnel  
Child Support Services

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a salary resolution, effective July 21, 2019, which amends the Shasta County Position Allocation List to delete 1.0 Full Time Equivalent (FTE) vacant Child Support Specialist I/II and add 1.0 FTE Child Support Assistant I/II in the Child Support Services budget.

**SUMMARY**

N/A

**DISCUSSION**

The proposed recommendation is a modification to the Shasta County Position Allocation List. The Department of Child Support Services has reviewed their business operations and determined these changes better align with their business needs.

**ALTERNATIVES**

The Board may choose not to approve this recommendation.

**OTHER AGENCY INVOLVEMENT**

Support Services-Personnel has prepared the Salary Resolution and reviewed this recommendation in conjunction with the Department of Child Support Services. The County Administrative Office has reviewed this recommendation.

**FINANCING**

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

cc:

Terri Morelock, Director of Child Support Services  
Julie Hope, Principal Administrative Analyst  
Shelley Forbes, Assist Director of Support Services  
Pam English, Personnel Analyst III  
Kari Hallstrom, Personnel Analyst II  
Linda Mekelburg, Agency Staff Services Analyst II – Conf  
Melissa Mansfield, Agency Staff Services Analyst II– Conf

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	7/9/2019	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 July 21, 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.</u> <u>Unclass</u>	<u>No. of</u> <u>Positions</u>	<u>FTE</u>	<u>Unique</u> <u>Position</u> <u>Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Approx.</u> <u>Monthly</u> <u>F Step</u>
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**DEPT OF CHILD SUPPORT SERVICES – Cost Center 228**DELETE

60	Child Support Specialist I or	C	1	1.0	1631	UPEC	392	2732	3486
60	Child Support Specialist II	C				UPEC	417	3086	3938

ADD

60	Child Support Assistant I or	C	1	1.0		UPEC	358	2314	2953
60	Child Support Assistant II	C				UPEC	372	2477	3162

**DULY PASSED AND ADOPTED** this 16<sup>th</sup> day of July, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: X  
 NOES: X  
 ABSENT: X  
 ABSTAIN: X  
 RECUSE: X

\_\_\_\_\_  
 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:** July 16, 2019

**CATEGORY:** Consent - General Government-13.

**SUBJECT:**

Salary resolution which amends the Shasta County Classification Specifications, Salary Schedule, and Position Allocation List.

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a salary resolution, effective July 21, 2019, which: (1) Adds the Certified Medical Assistant position to the Shasta County Classification Specifications and Salary Schedule; and (2) amends the Shasta County Position Allocation List as follows: (a) deletes 1.0 Full Time Equivalent (FTE) vacant Community Mental Health Worker and adds 1.0 FTE Certified Medical Assistant in the Mental Health Services Act (MHSA) budget; and (b) deletes 1.0 FTE Staff Nurse II and adds 1.0 FTE Clinical Psychologist I/II/III/Mental Health Clinician I/II/II/ Staff Nurse I/II in the Mental Health budget.

**SUMMARY**

N/A

**DISCUSSION**

The proposed recommendation is a modification to the Shasta County Classification Specifications, Salary Schedule, and Position Allocation List. The Health and Human Services Agency (HHSA) has reviewed their business operations and determined these changes better align with their business needs.

**ALTERNATIVES**

The Board may choose not to approve this recommendation in whole or in part.

**OTHER AGENCY INVOLVEMENT**

Both the HHSA and the County Administrative Office have reviewed this recommendation.

**FINANCING**



There are no identified financial impacts for this proposed change.

CC:

Donnell Ewert, HHS A Director  
Tracy Tedder, HHS A Branch Director  
Jill Mindus, HHS A Program Manager  
Julie Hope, Principal Administrative Analyst  
Ayla Tucker, Administrative Analyst  
Shelley Forbes, Assist Director of Support Services  
Pam English, Personnel Analyst III  
Kari Hallstrom, Personnel Analyst II  
Linda Mekelburg, Agency Staff Services Analyst II – Conf  
Melissa Mansfield, Agency Staff Services Analyst II– Conf

ATTACHMENTS:

Description	Upload Date	Description
Classification Specification, Certified Medical Assistant	7/2/2019	Classification Specification, Certified Medical Assistant
Salary Resolution	7/2/2019	Salary Resolution

## **CERTIFIED MEDICAL ASSISTANT**

### **DEFINITION**

Under the supervision of a licensed physician, assists licensed medical staff in the examination, treatment, and care of patients at an outpatient or inpatient clinic.

### **DISTINGUISHING CHARACTERISTICS**

Positions in this class work under the technical guidance of a licensed physician while assisting physicians, physician assistants, nurse practitioners, and nurses by providing basic administrative, clerical, and technical supportive services to patient care in an outpatient or inpatient clinic. These positions are characterized by the performance of various front and back clinic office duties and patient care services that do not require diagnosis or treatment, tasks that are invasive, or tasks that require a medical evaluation or assessment. Incumbents work in accordance with the department's standardized procedures and scope of practice and training protocols established by the State under the Medical Board of California.

### **EXAMPLES OF ESSENTIAL DUTIES**

Prepares patients for examination procedures, including interviewing patients to obtain basic medical information, recording patient's medical history, and taking and recording vital signs, weight, and height data; administers limited intradermal, subcutaneous, or intramuscular injections; processes medication refills including reviewing the chart to ensure accuracy, documentation is current, and patients have seen a provider within the appropriate amount of time; submits medication refill requests to the treating physician for approval and transmittal to the pharmacy; as authorized, provides information and instruction to patients; assists in educating, teaching, and encouraging the development of basic health habits and preventive care; applies mental hygiene principles in all relationships with patients. Other duties as assigned.

### **EMPLOYMENT STANDARDS**

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

**Knowledge of:** Medical assistant methods, techniques, and procedures; medical terminology; patient hygiene; care of medical assistant equipment and supplies; medical health, mental health or public health care procedures.

**Ability to:** Communicate effectively with various patients in various states of health or disease; administer routine treatments and medicines; keep accurate records and charts; establish and maintain cooperative working relationship with those contacted in the course of work; understand and carry out oral and written directions.

These employment standards are typically attained with: (1) successful completion of a Medical Assistant training program with administrative and/or clinical assignments issued by an

accredited institution authorized to provide training pursuant to the standards established by the Medical Board of California; (2) a current and valid Medical Assistant certification in administrative and/or clinical assignments from a certifying organization approved by the Medical Board of California; and (3) a current and valid Cardiopulmonary Resuscitation (CPR) certification issued by the American Heart Association or American Red Cross.

#### SPECIAL REQUIREMENTS

Maintain a current and valid Medical Assistant certification in the State of California. Maintain a current and valid CPR certification issued by the American Heart Association or American Red Cross. Possession of a valid California driver's license.

#### PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand and walk. The employee is occasionally required to sit; use hands to finger, handle, or feel; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds.

The work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

NEW 07/2019  
CS 1195

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
AMENDING THE SHASTA COUNTY CLASSIFICATION SPECIFICATIONS,  
SHASTA COUNTY SALARY SCHEDULE,  
AND SHASTA COUNTY POSITION ALLOCATION LIST**

**BE IT RESOLVED** that effective July 21<sup>st</sup>, 2019, the following amendments are made to the Shasta County Classification Specifications and Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
<u>ADD</u>	Certified Medical Assistant	C	PROF	387	2758	3521

**BE IT FURTHER RESOLVED** that effective July 21<sup>st</sup>, 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>Approx. Monthly F Step</u>
<b>HEALTH SERVICES-MHSA – Cost Center 40400</b>									
<u>DELETE</u>	Community Mental Health Worker	C	1	1.0	3121	UPEC	379	2563	3271
<u>ADD</u>	Certified Medical Assistant	C	1	1.0		PROF	387	2758	3521

**MENTAL HEALTH – Cost Center 41000**DELETE

3,76,77	Staff Nurse II	C	1	1.0	2547	PROF	521	5305	6770
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Salary Resolution  
 July 16, 2019  
 Page 2 of 2

<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>Approx. Monthly F Step</u>
<u>ADD</u>									
	Clinical Psychologist I, or	C				PROF	531	5570	7109
3	Clinical Psychologist II, or	C				PROF	551	6141	7838
3	Clinical Psychologist III, or	C				PROF	571	6770	8641
	Mental Hlth Clinician I, or	C				PROF	511	5052	6448
			1	1.0					
3	Mental Hlth Clinician II, or	C				PROF	531	5570	7109
3	Mental Hlth Clinician III, or	C				PROF	551	6141	7838
76,77	Staff Nurse I, or	C				PROF	511	5052	6448
3,76,77	Staff Nurse II	C				PROF	521	5305	6770

**DULY PASSED AND ADOPTED** this 16<sup>th</sup> day of July, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: X  
 NOES: X  
 ABSENT: X  
 ABSTAIN: X  
 RECUSE: X

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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:** July 16, 2019

**CATEGORY:** Consent - General Government-14.

**SUBJECT:**

Salary Resolution which amends the Shasta County Position Allocation List.

**DEPARTMENT:** Support Services-Personnel

Health and Human Services Agency-Regional Services

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a salary resolution, effective July 21, 2019, which amends the Shasta County Position Allocation List to reclassify one position within the Health and Human Services Agency (HHSA) - Regional Services Branch from 1.0 Full Time Equivalent (FTE) Program Manager I to 1.0 FTE HHSA Program Manager in the Social Services budget.

**SUMMARY**

N/A

**DISCUSSION**

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

**ALTERNATIVES**

The Board may choose not to approve this recommendation.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

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

- cc:
- Donnell Ewert, HHS A Director
  - Tracy Tedder, HHS A Branch Director
  - Julie Hope, Principal Administrative Analyst
  - Shelley Forbes, Assist Director of Support Services
  - Kari Hallstrom, Personnel Analyst II
  - Linda Mekelburg, Agency Staff Services Analyst II – Conf
  - Melissa Mansfield, Agency Staff Services Analyst I– Conf

**ATTACHMENTS:**

Description	Upload Date	Description
Salary Resolution	7/9/2019	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 July 21, 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>Approx. Monthly F Step</u>
<b><u>SOCIAL SERVICES &amp; BEN. ADMIN. – Cost Center 501</u></b>									
<b><u>FROM</u></b>									
26,39,44,51,60	Program Manager I	C	1	1.0	2954	MMBU	520	5305	6771
<b><u>TO</u></b>									
39,44,51	HHSA Program Manager	C	1	1.0		MMBU	543	5934	7575

**DULY PASSED AND ADOPTED** this 16<sup>th</sup> day of July, 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:** July 16, 2019

**CATEGORY:** Consent - General Government-15.

**SUBJECT:**

Renewal agreement with Liebert Cassidy Whitmore (LCW) for Training Services.

**DEPARTMENT:** Support Services-Personnel

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Liebert Cassidy Whitmore (LCW), in an advance payment amount not to exceed \$4,400, for the provision of five days of employment relations group training workshops for County employees, LCW attorney telephone consult services, and a monthly newsletter, for the period July 1, 2019 through June 30, 2020, with annual extensions by written consent.

**SUMMARY**

N/A

**DISCUSSION**

LCW provides training workshops and telephone consultation services to a consortium comprised of seventeen (17) public agencies in the North State area, of which Shasta County is a member. A total of five (5) days of group training workshops will be provided to the consortium over the term of this agreement. Workshops will cover a wide variety of topics, including but not limited to, employment discrimination and affirmative action, performance evaluations, grievance and discipline administration, and employment relations. The specific subjects covered for the workshop presentations are determined by the County in coordination with other local agencies who have formed the consortium.

In addition to training workshops, LCW also provides telephone consultation services, assisting with legal questions that can be answered with little research, and provides a monthly newsletter to Shasta County and other members of the consortium regarding employment relations developments.

LCW's reputation as the leading public sector labor, employment and educational law firm in California can make a difference in the County's successful navigation of difficult legal issues. Advance payment is required from all members of the consortium to provide the annual training services. The agreement is retroactive as LCW holds an annual training meeting with consortium members to reflect on the past year's training and plan trainings for the upcoming fiscal year at the end of the

current fiscal year prior to releasing the renewal agreement to consortium members.

**ALTERNATIVES**

The Board may direct staff to seek other options; however, there is a limited resource of viable vendors that provide these types of trainings at the level of the current provider.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

There is no additional General Fund impact.

Larry Lees, County Executive Officer  
Terri Howat, County Chief Financial Officer  
Ayla Tucker, Administrative Analyst I  
Shelley Forbes, Assistant Director of Support Services  
Kari Kibler, Personnel Analyst II

**ATTACHMENTS:**

Description	Upload Date	Description
LCW Renewal Agreement	7/2/2019	LCW Renewal Agreement

**AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the Shasta County, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than seventeen (17) public agencies in the North State area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

**Attorney's Services:**

During the year beginning July 1, 2019, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls.
3. Providing of a monthly newsletter covering employment relations developments.

**Fee:**

Attorney will provide these special services to Agency for a fee of Four Thousand Three Hundred Dollars (\$4,300.00) payable in one payment prior to August 1, 2019. The fee, if paid after August 1, 2019 will be \$4,400.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

**Independent Contractor:**

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

**Term:**

The term of this Agreement is twelve (12) months commencing July 1, 2019. The term may be extended for additional periods of time by the written consent of the parties.

**Condition Precedent:**

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than seventeen (17) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2019.

**LIEBERT CASSIDY WHITMORE**  
A Professional Corporation

**SHASTA COUNTY**

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

J. Scott Tiedemann / Managing Partner

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

Name: \_\_\_\_\_

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

6-7-19

Title: \_\_\_\_\_

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

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

 6/20/19  
Adam M. Prosser  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY: \_\_\_\_\_

James Johnson

Risk Management Analyst

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - Health and Human Services-16.

**SUBJECT:**

Renewal Agreement with California Locums P.C. for Temporary Psychiatrist Services

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive renewal agreement with California Locums P.C. in an amount not to exceed \$1,000,000 to provide locum tenens psychiatrists and nurse practitioners for the period July 1, 2019 through June 30, 2022.

**SUMMARY**

The proposed renewal agreement will allow Shasta County to have continued access to temporary psychiatric physician services through California Locums P.C. as needed during periods of psychiatrist staffing shortages.

**DISCUSSION**

The agreement with California Locums P.C. is recommended to allow the Contractor to continue to present psychiatrists and nurse practitioners for consideration, should the need arise. There can be significant health disparities for people living with serious mental illness (SMI). Several studies state that people living with SMI die an average of 25 years earlier than those without SMI. Some of the increase in morbidity and mortality can be attributed to behavioral risk factors (smoking, obesity, physical inactivity, poor medication adherence) as well as difficulties in navigating systems and accessing care. Nurse Practitioners, with their depth and breadth of knowledge and skills, are in a unique position to help people living with SMI achieve improved health outcomes and overall wellbeing. Including the mid-level practitioners in the clinic enables all staff to work towards the top of their scope of practice/specialties. While the Health and Human Services Agency (HHSA) continues to actively recruit for an additional full time psychiatrist, additional psychiatrist services continue to be needed throughout the year. Without adequate psychiatric resources, Shasta County is less able to address the most devastating symptoms of serious mental illness that require prescription medication(s). Locum Tenens placement agencies provide valuable psychiatric resources that have allowed Shasta County to provide treatment to those adults and children most in need of these services.

**ALTERNATIVES**

The Board could choose not to approve the recommendation, defer consideration to a future date, or provide alternate

direction to staff.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The agreement with California Locums P.C. allows for a maximum compensation of \$1,000,000 during the term of the agreement. The cost for this agreement is included in the Mental Health FY 2019-20 (BU410) Adopted Budget. Costs are incurred only when a psychiatrist assigned from California Locums P.C. provides services at Shasta County. As these services are largely funded through third-party reimbursements that include a County match from Realignment. There is no additional General Fund impact with approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	6/28/2019	Agreement

## PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND CALIFORNIA LOCUMS P.C.

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and California Locums, P.C., a California corporation ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the purpose of Contractor furnishing qualified locum tenens psychiatrists and nurse practitioners ("Providers") for County.

### Section 1. RESPONSIBILITIES OF CONTRACTOR.

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

- A. Use its best efforts to locate and arrange for Providers acceptable to County and properly licensed for the placement to provide locum tenens psychiatric services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described in Section 5 of this agreement. Providers shall meet the requirements of County to provide psychiatric services. Acceptance of a particular Provider will be at County's sole discretion. All Providers presented to County for consideration shall hold a current license to practice medicine in the State of California and a valid Drug Enforcement Agency certificate.
- B. Make payments to Providers providing locum tenens coverage from payments made under this agreement by County to Contractor.
- C. Ensure Providers are enrolled in the National Plan and Provider Enumeration (NPPES) system.
- D. Furnish County with a National Provider Identifier (NPI) for each Provider accepted by County.
- E. Determine that Providers providing locum tenens coverage are not and have never been excluded from participation in any federally funded health care program, including, without limitation, Medicare or Medi-Cal. Contractor shall search the lists indicated below and verify that Providers do not appear on these lists. Such verification shall occur prior to Contractor referring Provider to County for placement at County, and monthly as listed in letter F of this section. The lists to be searched are:
  - U.S. Department of Health and Human Services, Office of Inspector General List of Excluded Individuals/Entities (located at: <http://exclusion.oig.hhs.gov>).
  - State of California, Medi-Cal Suspended and Ineligible List (located at: [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov) and click on References tab).
  - System for Award Management  
<https://www.sam.gov/portal/SAM/#1>

- F. Contractor shall verify monthly all Providers placed with County are not excluded from Medi-Cal and Medicaid provider participation. Contractor shall maintain documentation of monthly verification on file and provide such documentation to County by the 10th of the following month, electronically in .pdf format, or another electronic format preapproved by County, to mceur@co.shasta.ca.us.
- G. Ensure Providers are not included on the Social Security Death Master File, prior to referring to County.
- H. Assigned Providers shall adhere to the accepted prescribing standards as they relate to County's Policies and Procedures and the direction of County's Chief of Psychiatry. The clinical privileges of a Provider practicing at County's facilities under this agreement shall be temporary locum tenens privileges and shall be subject to the rules and regulations of County. Upon the end or termination of this agreement, or the end or termination of a Provider's services to County under this agreement, the clinical privileges of the Provider(s) shall terminate.
- I. Ensure Provider is enrolled in Medicare.
- J. County shall communicate any Provider quality/performance or documentation concerns to Contractor within two business days of becoming aware of the problem.
- K. Comply with any and all requirements of County regarding assignment of Provider with County, including but not limited to:
  - a. Provider's annual completion of County-approved Health Insurance Portability and Accountability Act of 1996 ("HIPAA") training; documentation of training shall be provided to and maintained by County;
  - b. Provider's annual completion of County-approved Compliance training; documentation of training shall be provided to and maintained by County;
  - c. Provider shall execute the County's Code of Conduct;
  - d. Copy of Provider's valid, unrestricted medical license, Drug Enforcement Administration ("DEA") license, and a National Provider Identifier ("NPI") number;
  - e. Copy of Provider's Board Certification certificate(s);
  - f. Copy of Provider's Curriculum Vitae;
  - g. Provider shall participate in County provided training, as required by County, including but not limited to, the use of County's Electronic Health Records ("EHR") systems, Target Solutions IT trainings (no less than 9 of 18);
  - h. Provider shall execute any County required documentation, including but not limited to an annual County-approved electronic signature agreement;
  - i. Provider shall comply with County's policies for credentialing requirements, pursuant to California Department of Health Care Services Mental Health & Substance Use Disorder Services ("MHSUDS") Information Notice No: 18-019.
- L. Provide electronic timesheet training to all assigned Providers and allow County access to Contractor's electronic timesheets for review and authorization.
- M. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain



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

**Section 2.     RESPONSIBILITIES OF COUNTY.**

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

- A. Furnish Provider with a copy of all applicable County and departmental policies and procedures.
- B. Determine its need for the services of Provider(s) and notify Contractor of needs with as much advance notice as possible.
- C. Furnish orientation to Providers to inform the Provider of his/her work duty assignments and responsibilities and County/departmental policies and procedures.
- D. Notify Contractor immediately should any Provider be injured while working at County.
- E. Make every effort to provide a full schedule of daily client appointments including but not limited to initial and annual assessments, medical evaluations, crisis assessment, consultation, prescription refills, lab orders and review, vitals, and electronic medical record support to complete these services.
- F. Review and authorize, in its sole discretion, timesheets submitted by assigned Providers.
- G. Reserve the right in its sole discretion to reject any Provider referred to County if Contractor does not comply with the requirements of this agreement.
- H. Compensate Contractor for services rendered as prescribed in Sections 3 and 4 and monitor the outcomes of this agreement.

**Section 3.     COMPENSATION.**

- A. County shall compensate Contractor for services rendered in accordance with the rates and terms prescribed in **EXHIBIT A**, attached and incorporated herein. The total compensation payable to Contractor under this agreement, shall not exceed \$1,000,000 during the term of this agreement.
- B. Contractor shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.

- C. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT.**

- A. Contractor shall submit to County's Health and Human Services Agency (HHS) Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 within fifteen days after completion of the services prescribed in Section 1, a billhead or invoice regularly used in the conduct of business of the Contractor along with any supporting documentation and/or receipts. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead or invoice. For purposes of effectuating payment of compensation, this provision shall survive the termination or expiration of this agreement.
- B. Third party billing for a Provider's services rendered to County's clients/patients under this agreement shall be performed by County, its designee, or its assignee. Providers working under this agreement shall deliver to County all instruments of assignment and other documents necessary to effectuate proper and efficient billing for such services. Providers shall maintain all records and documentation necessary to satisfy the requirements of Medicare, Medi-Cal, and all other forms of reimbursement. Such documentation shall include, but not be limited to, records of time expended and records of services provided. Should any deficiencies be identified by County concerning the quality, completeness or timeliness of the aforementioned documentation/records, County will advise Contractor within two business days of becoming aware of the problem. The Contractor shall have 30 days to require that Provider completes documentation to County's satisfaction. Should these concerns remain unresolved at the conclusion of the 30 days, payment to Contractor will be withheld until such time as these concerns are resolved to the satisfaction of County.

**Section 5. TERM OF AGREEMENT.**

- A. This agreement shall commence July 1, 2019 and shall end June 30, 2022.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If either Party breaches a material term of this agreement, the non-breaching Party may immediately terminate this agreement by giving written notice to the breaching Party.
- B. Either Party may terminate this agreement without cause on 30 days written notice.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

- D. County's right to terminate this agreement may be exercised by the County Executive Officer, the Shasta County HHSA Director ("Director") or any HHSA Branch Director designated by the Director.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the date of termination. Contractor shall submit to the Director within 15 days of the effective date of termination, an itemized final invoice for services not yet paid for as of the effective date of termination. County shall make payment within 30 days of receipt of Contractor's correct and approved final invoice. Solely for the purposes of effectuating final compensation, the provision shall survive the termination of this agreement.

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

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

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

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

**Section 9. EMPLOYMENT STATUS OF CONTRACTOR.**

- A. Contractor and all Providers furnished to County by Contractor pursuant to this agreement shall, during the entire term of this agreement, be construed to be independent contractors and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor and Providers perform the services which are the subject matter of this agreement; except, however, that the services to be furnished by Contractor and Providers shall be rendered in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor and Providers shall be fully responsible for payment of all taxes due to the State of California or the federal government, which would be withheld from compensation if Contractor and Providers were County employees. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation or any compensation that may be paid to any Provider furnished under this agreement. Contractor and Providers shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor or Providers be eligible for any other County benefit.
- B. Each Provider is an independent contractor; therefore, neither Contractor nor County make payments for Social Security, federal or state taxes, workers' compensation, or unemployment or health insurance on behalf of the Provider.

**Section 10. INDEMNIFICATION.**

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

interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor, and any subcontractors shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Contractor shall maintain for Provider's, Professional Medical Liability Insurance of \$1,000,000 per claim and \$3,000,000 in the aggregate.
- E. Contractor, and any subcontractors shall furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the

claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds 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) Contractor shall provide County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
  - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.
  - (8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

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

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall 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. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. Contractor and Contractor's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 section 6032.
- E. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- F. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this section.

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

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for 10 years after County makes final payment hereunder.

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

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

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

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

**Section 16. LICENSES AND PERMITS.**

Contractor, Providers and Contractor'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, except with respect to Providers, such failure shall not be attributable to Contractor and, therefore, shall be deemed grounds for cancellation of an assignment and not termination of this agreement.



**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

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

**Section 19. NOTICES.**

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

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

If to Contractor:       Associate Director  
                                  California Locums P.C.  
                                  2655 Northwinds Parkway  
                                  Alpharetta, GA 30009  
                                  Phone: 800-562-8663  
                                  Fax: 678-352-4380

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

**Section 20. AGREEMENT PREPARATION.**

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

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

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

**Section 22. SEVERABILITY.**

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

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

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

**Section 24. CONFIDENTIALITY/PATIENTS' RIGHTS.**

- A. During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents and officers and all Providers shall comply with state and federal requirements regarding confidentiality of client/patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; section 56.10 of the Civil Code; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42 Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). Furthermore, Contractor

shall adhere to all applicable regulations and statutes relating to patients' rights. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 25. SCOPE AND OWNERSHIP OF WORK.**

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

**Section 26. USE OF COUNTY PROPERTY.**

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

**Section 27. NONEXCLUSIVITY.**

Is it hereby understood and agreed that this is a nonexclusive agreement and nothing within prohibits County or Contractor from contracting with other agencies or facilities, respectively, for similar services. Further, Contractor does not represent or warrant that it will be able to fill all shifts requested by County, but does agree to use its best efforts attempting to do so.

**Section 28. ATTORNEYS' FEES.**

In the event that either Party is required to take legal action to enforce the terms of this agreement, it is agreed that the prevailing Party shall be entitled to all expenses and costs, including interest and attorney's fees, including County Counsel's fees, which may be incurred in enforcing this agreement.

**Section 29. CANCELLATION/NON-QUALIFICATION OF SCHEDULED/ASSIGNED PROVIDER**

A. Except as provided in Section 6.B. of this agreement, and without limiting County's right to terminate without cause as set forth therein, once a Provider has been scheduled (whether or not actually placed in a County facility), County must give Contractor no fewer than 30 days written notice of cancellation, commencing on Contractor's receipt, if County wishes to cancel that Provider's locum tenens coverage without cause. If County gives Contractor less than the required notice, County agrees to pay Contractor

- the total sum for any uncompleted portion of the originally scheduled coverage up to a maximum of 30 days as well as expenses and charges that result from the Provider's services actually performed prior to the cancellation to include overtime pay and non-refundable airline ticket fees.
- B. If an assigned Provider does not qualify for medical staff membership, the assignment of that Provider to County can be canceled by County immediately by written notification to Contractor, and County shall incur no cancellation charges or travel, lodging, daily rates, or other expenses.
  - C. If County determines in its sole discretion the performance of any Provider providing locum tenens coverage under this agreement to be unacceptable for reasons of: professional competence, personal conduct, or exclusion from Federal Financial Participation, it shall immediately remove the Provider from the placement and will notify Contractor within one business day. Contractor may either replace such Provider in a timely manner with a Provider approved by the County pursuant to the terms of this agreement or may terminate this agreement immediately by giving notice of such termination to County. Fees calculated to the date of termination shall be paid to Contractor by County.
  - D. An assigned Provider may leave an assignment to County before the date that assignment was to expire, as long as Contractor provides notice of not less than 30 days to County.

**Section 30. PERFORMANCE REVIEW.**

Contractor is committed to customer satisfaction. Contractor's risk management shall periodically review the performance of Providers while on assignment. County shall provide meaningful feedback to Contractor by (1) including locum tenens Providers placed through Contractor in the ongoing quality assurance/risk management programs at County's facilities, (2) providing, necessary materials and reports on the performance of Providers to Contractor's customer service/risk management team, medical director and legal counsel, and (3) advising Contractor within 48 hours of County's notification of any incident or claim involving a Provider so that Contractor may assist in its resolution.

***[SIGNATURE PAGE FOLLOWS]***

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

**COUNTY OF SHASTA**

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

\_\_\_\_\_  
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: Alan B. Cox 6/5/19  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 06/18/19  
James Johnson  
Risk Management Analyst

**CONTRACTOR**

Date: 6/21/19

Kevin Thill  
Kevin Thill, Vice President

Date: 6/26/19

Leslie Kurtz  
Leslie Kurtz, Chief Financial Officer

Tax I.D.#: On File

### EXHIBIT A

1. Rates for service are based on a five-day, 40-hour week guarantee, unless otherwise stated or agreed upon in advance, in writing.
2. Overtime rates apply to all hours worked over 8 hours per day.
3. Night Call rates apply after 5:00 p.m. (Pacific Standard Time), Monday through Friday. Overtime applies when there is patient/client work. Patient/client work includes patient/client-related phone calls and direct patient/client care.
4. Contractor pays all travel and lodging expenses.
5. If any Provider enters into an employment agreement with County as a result of Contractor's referral, then County will pay to Contractor a recruitment fee of \$35,000 each for up to two Providers during the entire term of this agreement. The recruitment fee is due and payable when the Provider starts medical duties with County as an employee.
6. Holiday Rate: A premium of one-half of the Weekday rate will be charged for all holidays recognized by County. Should the Provider work on the holiday, the premium of one-half the Weekday rate will be charged in addition to the overtime rate for hours worked. Provider must be in a compensated status immediately before the County recognized holiday and immediately following in order to be eligible for the holiday rate.
7. Holiday (defined as day recognized by County as a holiday) hours worked shall be billed at the Overtime rate.
8. Weekend day equals 24 hours. Overtime applies for time worked while on call.
9. Rates for psychiatrists:

Weekday Rate, all inclusive	\$210.00-\$240.00 per hour
Overtime, per hour	\$220.00-\$250.00
Night Call, per night	\$250.00
Weekend Call, per day	\$1,000

10. Rates for nurse practitioners

Weekday Rate, all inclusive	\$130.00-\$165.00 per hour
Overtime, per hour	\$165.00-\$220.00
Night Call, per night	\$200.00
Weekend Call, per day	\$750.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - Health and Human Services-17.

**SUBJECT:**

Northern Valley Catholic Social Service, Inc. Cal-Learn Agreement

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

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive renewal agreement with Northern Valley Catholic Social Service, Inc. in an amount not to exceed \$190,000 to provide Cal-Learn case management services for the period July 1, 2019 through June 30, 2021.

**SUMMARY**

As a strategy for reducing teen pregnancy rates and long-term public assistance dependency, the Cal-Learn program, established by Senate Bill 35 (Chapter 69, Statutes of 1993) an SB 1078 (Chapter 1252, Statutes of 1993), requires counties to provide case management services to pregnant and parenting teens.

**DISCUSSION**

Research has shown a strong connection between teenage parenting and long-term public assistance dependency. The Cal-Learn program was established to address the unique educational, vocational, training, health, and other social services needs of pregnant or parenting teens to help them achieve self-sufficiency. Statewide statistics demonstrate that pregnant and parenting teens who receive Cal-Learn services are more likely to obtain their high school diploma or pass the General Education Development (GED) examination, which makes them more competitive in the job market, enables them to continue their education past high school, and leads to economic self-sufficiency and independence from government aid. The California Department of Social Services mandates Cal-Learn services be provided as part of the CalWORKs program and requires coordination of Cal-Learn services with those provided through the Adolescent Family Life Program (AFLP). Northern Valley Catholic Social Service (NVCSS) is the only AFLP provider in Shasta County. Under this agreement, NVCSS will provide Cal-Learn services that include assessing participant support and parenting skill needs, developing

comprehensive support and education plans, monitoring the progress of each participant, and providing for child care, transportation, and ancillary expenses such as textbooks. During the period of July 1, 2018 through April 30, 2019, 31 pregnant or parenting teens were referred for Cal-Learn program services through NVCSS and 10 financial rewards were issued to those meeting and/or exceeding the educational guidelines pursuant to Cal-Learn policy. In addition, for this period, four high school graduation (HSG) eligible participants received their High School Diploma. Of the 31 pregnant or parenting teens two experienced a subsequent pregnancy while in the program and four went on to enroll in post-secondary education. The agreement also authorizes the County’s Director of the Health and Human Services Agency or his designee to approve agreement budget amendments in excess of 10 percent of the total Budget Category or across existing Budget Categories, that do not cause an increase to the maximum amount payable and provided the amendments are in substantially the same format as the County’s standard format amendment contained in Administrative Policy 6-101 (*Shasta County Contracts Manual*).

**ALTERNATIVES**

The Board could choose not to approve the agreement, may approve with modified terms, or may defer consideration to a future date.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The Health and Human Services Agency’s Fiscal Year 2019-20 Requested Budget includes sufficient appropriation authority for the activities described in this agreement and will be included in the requested for Fiscal Year 2020-2021 There are no additional County General Funds are requested.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	6/25/2019	Agreement



**SUBAWARD AGREEMENT BETWEEN THE COUNTY OF SHASTA  
AND  
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.**

This subaward agreement ("Subaward") is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Northern Valley Catholic Social Service, Inc., a California Corporation ("Subrecipient"), (collectively, the "Parties" and individually a "Party") for the provision of Cal-Learn case management services.

**Section 1. DEFINITIONS.**

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

**ALFP** means the Adolescent Family Life Program. The AFLP standards may be found at <https://www.cdph.ca.gov/Programs/CFH/DMCAH/AFLP/Pages/default.aspx>.

**Ancillary Expenses** means expenses a Participant needs to attend and/or graduate from high school or its equivalent. This includes, but is not limited to, schoolbooks, General Education Development ("GED") testing costs, graduation gowns, and laboratory fees.

**Bonus Payment** means a payment of money that is made to a Participant making satisfactory progress in the Participant's Individual Case Plan ("ICP").

**Cal-Learn** is a program established to address the unique educational, vocational, training, health, and other social service needs of Participants to help them achieve self-sufficiency.

**Cal-Learn Handbook** means the internal policies and procedures that provide direction to County and Subrecipient staff about Cal-Learn case management.

**Cal-Learn Teen Updates Report** means a written report that states the status of the ICP plus all other planned tasks and activities, including findings, problems, recommendations, and successes, planned changes to methodology, explanation for determinations of good cause for failure to demonstrate adequate progress, and referrals to other programs and agencies.

**CalWORKs/Cal-Learn Transmittal Form** means a collaboratively developed document that transmits information between County and Subrecipient.

**CalWORKs Management Council** is organized and sponsored by the County, and whose membership is made up of people from a variety of community organizations and other County departments. The CalWORKs Management Council meets quarterly to discuss the needs and resources available to assist Shasta County CalWORKs Participants' transition from public assistance to self-sufficiency through employment.

**CDSS** means the California Department of Social Services.

**Corrective Action Plan ("CAP")** is submitted by Subrecipient when the expected outcome(s) prescribed in Section 2.B.(1) of this Subaward, was (were) not achieved. The CAP shall include, but not limited to: 1) an explanation of why the expected outcome(s) was (were) not achieved; 2) what circumstances and/or trends led to not achieving the expected outcome(s); 3) the action step(s) to be taken to ensure the expected outcome(s)



is(are) achieved during the next quarter; 4) the name(s) of the staff responsible for monitoring the progress; and 5) the date progress is to be reviewed.

**County Fiscal Year** means the 12-month period, which commences on July 1<sup>st</sup> and ends June 30<sup>th</sup> of the following calendar year.

**Deferral from Participation** means a Participant who is not required to participate in the Cal-Learn Program in accordance with the deferral criteria as set forth in the CDSS Manual of Policies and Procedures ("MPP") Section 42-763.3. A deferred Participant receives case management services, if available, but is not subject to Sanctions, and is not eligible for Bonus Payments or Supportive Services.

**ETW** means a County Cal-Learn Employment and Training Worker.

**Exemption from Participation** means a Participant who is not required to participate in the Cal-Learn program in accordance with the Cal-Learn exemption criteria as set forth in MPP Section 42-763.2. An exempt Participant receives no Supportive Services and is neither subject to Sanctions nor eligible for Bonus Payments.

**FAFSA** means Free Application for Federal Student Aid. This form is used to determine the amount of money a family is expected to contribute to the price of attending a postsecondary institution. The results of the FAFSA are used in determining student grants, work-study, and loan amounts.

**GED** means a General Education Development examination.

**Good Cause** means a determination for failure to demonstrate adequate progress in accordance with MPP Section 42-768.

**ICP** means an Individual Case Plan for a Participant that includes components such as, but not limited to, planned contacts and meetings and school report card submittal.

**Lodestar** is the Cal-Learn and AFLP case management information computer system ([www.branaghgroup.com/lodestar](http://www.branaghgroup.com/lodestar)).

**MCAH** means the Maternal, Child, & Adolescent Health program of the California Department of Public Health ("CDPH").

**Monthly Meeting** means a meeting held at least monthly, organized by Subrecipient, to discuss services, to review the progress of selected Participants, and to complete the Cal-Learn Teen Updates Report. Each Participant shall be discussed at least once per quarter. Subrecipient's Teen Services Manager and County's Employment Services Program Manager or his/her designee shall attend the Monthly Meeting.

**MPP** means the Manual of Policy and Procedures of the California Department of Social Services.

**Participant** means a pregnant teen or teenage parent who is receiving public assistance under the CalWORKs program and participating in the Cal-Learn program.

**Program Manager** means the County Employment Services Program Manager

**Sanction** means a reduction in the cash aid payment for a Participant based on the Cal-Learn sanction criteria as set forth in MPP Section 42-769.

**SCOE** means the Shasta County Office of Education.

**STAT 45** means a statistical report completed monthly by Subrecipient and County and sent to CDSS upon completion.

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

**Supportive Services** means transportation, child care, and Ancillary Expenses needed by a Participant to attend his/her educational program.

**Section 2.     RESPONSIBILITIES OF SUBRECIPIENT.**

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

**A.     Services.**

Provide services to Participants in accordance with the Cal-Learn regulations found in MPP Sections 42-762 through 42-769 and the AFLP standards of MCAH, and as described herein:

- (1) Provide to County a current list of all personnel (full-time, part-time and volunteer) providing services pursuant to this Subaward within 30-days of the execution of this Subaward. The list shall include names, titles, telephone numbers, and work schedules. Subrecipient shall update the list as changes occur and provide an updated list to the County within 30-days of a change. The list shall be submitted to the County Employment Services Program Manager, at P.O. Box 496005, Redding, CA 96049-6005.
- (2) Maintain a maximum staffing ratio pursuant to AFLP standards of no more than 25 Participants to one (1) Cal-Learn Case Manager. Should the total case load drop to 25 or fewer Participants, Subrecipient shall adjust staffing levels to one (1) Cal-Learn Case Manager, based on Subrecipient's staffing standards.
- (3) Ensure that its Cal-Learn Case Managers are accessible to County staff during working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Subrecipient Holidays, as specified in **Attachment A**, Holiday Observance Schedule, attached and incorporated herein. Subrecipient shall submit the Holiday Schedule for County Fiscal Year 2019-2020 no later than June 15, 2019, and for County Fiscal Year 2020-2021 no later than June 15, 2020. The Holiday Schedules shall be submitted to County CalWORKs Employment Services Program Manager, at P.O. Box 496005, Redding, CA 96049-6005.
- (4) Train its Cal-Learn staff on Cal-Learn regulations.
- (5) Conduct an assessment and initiate services for each Participant within 15 working days of receipt of a Cal-Learn referral from County.
- (6) Conduct a universal screening for each Participant for parenting and home visitation services, including but not limited to Safe Care, Nurse-Family Partnership, Triple P®, or other available evidence-based models available in Shasta County within 15 working days of receipt of a Cal-Learn referral from County.



- (7) Develop a comprehensive ICP pursuant to MPP Section 42-766.3, for each Participant that includes, but is not limited to, planned contacts and meetings, and school report card submittal dates.
- (8) Meet with each Participant face-to-face at least once per month to monitor progress of the ICP.
- (9) Identify and authorize Supportive Services necessary for each Participant:

**(a) Child Care.**

Subrecipient shall complete a CalWORKs Child Care Transmittal, **Attachment B**, attached and incorporated herein, and forward to SCOE, for each Participant authorized for child care services.

**(b) Transportation.**

During the term of this Subaward, Subrecipient shall:

- 1. Subrecipient shall provide transportation services for Participants, unable to provide their own, as necessary to provide Cal-Learn case management services.
- 2. Subrecipient shall provide reimbursement to Participants able to provide their own transportation as follows:

a. Require each Participant requesting transportation assistance to complete a Transportation Agreement, **Attachment C**, attached and incorporated herein, prior to authorizing the transportation assistance;

b. Provide a Mileage Reimbursement Log, **Attachment D**, attached and incorporated herein, to each Participant authorized for transportation assistance and inform the Participant that the Mileage Reimbursement Log must be completed and returned in order to receive payment;

c. Record each authorized transportation claim on a Supportive Services Payment Request form, **Attachment E**, attached and incorporated herein. Subrecipient shall collect, verify claims, and process authorized transportation and ancillary expense claims each month and submit by the 15<sup>th</sup> of each month to the Health and Human Services Agency (HHSA) Business and Support Services – Fiscal, P.O. Box 496005, Redding, CA 96049-6005; and

d. Issue payments for Participant transportation claims, as authorized pursuant to this Subaward, each month according to the requirements of MPP Sections 42-750 and 42-765.

**(c) Ancillary Expenses.**

- 1. Subrecipient shall record each authorized Ancillary Expenses claim on a Supportive Services Payment Request

form **Attachment E**, Subrecipient shall collect, verify claims, and process authorized transportation and ancillary expense claims each month and submit by the 15<sup>th</sup> of each month to HHSA Business and Support Services – Fiscal, P.O. Box 496005, Redding, CA 96049-6005; and

2. Subrecipient shall issue payments for Participant Ancillary Expenses claims, as authorized pursuant to this Subaward, each month according to the requirements of MPP Sections 42-750 and 42-765.
- (10) Obtain school report cards from each Participant as outlined in the Participant's ICP, which shall be used to determine eligibility for bonus payment(s).
- (11) Provide post-secondary education counseling or referral for post-secondary education counseling services at, but not limited to, College Options, Shasta College, and Simpson University.
- (12) Recommend to the ETW by using the CalWORKs/Cal-Learn Transmittal, **Attachment F**, attached and incorporated herein, and document reasons for recommendation, if a Participant is considered eligible for any of the following: 1) Bonus Payment; 2) Sanction; 3) Good Cause for a late school report card submission, failure to submit a report card, or failure to display adequate educational progress; 4) Deferral from Participation; and/or Exemption from Participation.
- (13) Inform the ETW of a Participant's loss of Cal-Learn eligibility within three working days by telephone call or by the CalWORKs/Cal-Learn Transmittal, **Attachment F**, faxed to 530-225-5417.
- (14) Report suspected welfare fraud to the ETW within 48-hours by using the CalWORKs/Cal-Learn Transmittal, **Attachment F**.
- (15) Comply with the Subaward requirements described in **Attachment G**, "**Subaward Compliance**", attached and incorporated into this Subaward.

**B. Expected Outcomes.**

- (1) Pursuant to the terms and conditions of this Subaward, Subrecipient shall:
  - (a) Ensure 80 percent of all graduation eligible Participants enrolled in high school receive their High School Diploma (HSD); and
  - (b) Ensure 90 percent of all Participants, taking the GED examination, obtain their High School Equivalency certificate.
- (2) Subrecipient shall review outcomes monthly. For any quarter in which either an average of 80 percent of all graduation eligible Participants enrolled in high school do not receive their HSD, and/or an average of 90 percent of all Participants taking the GED examination **do not** obtain their High School Equivalency certificate, the Subrecipient shall develop and submit a CAP for the following quarter following quarter. The CAP shall be submitted to the CalWORKs Program Manager, P.O. Box 496005,



Redding, CA 96049-6005. A CAP will be required for each quarter that the Subrecipient fails to meet either the 80 percent, and/or the 90 percent average for the expected outcomes as described above. For each County Fiscal Year, the CAP shall be submitted for the period of: (1) January through March by April 15; (2) April through June by July 15; (3) July through September by October 15; and (4) October through December by January 15. Failure to submit a satisfactory CAP shall result in a 25 percent reduction in the total reimbursement of expenses. This 25 percent reduction will be applied to the invoice submitted for the third month of the quarter in which CAP is in effect. The 25 percent reduction will apply as long as a CAP is in effect.

**C. Meetings with County.**

- (1) Coordinate and facilitate a Monthly Meeting with County at a date, time, and location mutually agreed upon by Subrecipient and County. If Subrecipient and County cannot mutually agree, County shall determine the date, time and location of the meeting;
- (2) Provide to County at the Monthly Meeting, a printed copy, listing Participants only, of the current Lodestar client roster;
- (3) Actively participate in the completion of the Cal-Learn Teen Updates Report, **Attachment H**, attached and incorporated herein, at each Monthly Meeting; and
- (4) Meet at least once each quarter during the term of this Subaward with the Program Manager or his/her designee(s) to update the Cal-Learn Handbook, with the update to be completed by June 30 of each County Fiscal Year.
- (5) Ensure, at a minimum, one representative shall consistently attend recurring CalWORKs Management Council meetings as scheduled.

**D. Trainings and Reports.**

- (1) Provide at a minimum, one in-service training at County's request, regarding Subrecipient's Cal-Learn case management policies and procedures. Subrecipient and County shall mutually agree upon the topic, date, time, and location of the in-service training. If Subrecipient and County cannot mutually agree, County shall determine the topic, date, time, and location of the in-service training;
- (2) Provide a training report ("Training Report") that summarizes training given to County staff by Subrecipient's staff and training attended by Subrecipient's staff using the Cal-Learn Staff Training Report, **Attachment I**, attached and incorporated herein. The Training Report shall be submitted by July 15 of each County Fiscal Year to the County Employment Services Program Manager at P.O. Box 496005, Redding, CA 96049-6005;
- (3) Complete parts A through D of the Cal-Learn Program Teen Parent Monthly Status Report ("STAT 45"), **Attachment J**, attached and

incorporated herein, and submit it monthly to the County Welfare-to-Work Program Analyst at P.O. Box 496005, Redding, CA 96049-6005, by the 15<sup>th</sup> of the month following the report month.

**E.** As required by Government Code section 7550, each document or report prepared by Subrecipient for or under the direction of County pursuant to this Subaward shall contain the numbers and dollar amount of this Subaward and all subcontracts under this Subaward relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this Subaward or subcontracts, the disclosure section may also contain a statement indicating that the total Subaward amount represents compensation for multiple documents or written reports. Subrecipient shall label the bottom of the last page of the document or report as follows: department name, Subaward number, and dollar amount. If more than one document or report is produced under this Subaward, Subrecipient shall add: "This [document or report] is one of [number] produced under this Subaward."

**F. Record Keeping/Reporting.**

- (1) Subrecipient shall maintain, in the State of California, and in a form acceptable to County: (i) all books, records, documents, and other evidence pertaining to the costs and expenses incurred by Subrecipient pursuant to this Subaward; and (ii) records concerning the services provided pursuant to this Subaward, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Sections 2.A., 2.B., and 2.C. of this Subaward (collectively, the "Subaward Agreement Records"). All Subaward Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Subaward Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this Subaward, or until all audits for compliance with the terms, conditions, and specifications of this Subaward are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this Subaward.
- (2) Subrecipient shall provide all information pertaining to this Subaward necessary for reports required by County, and by the state or federal government. Subrecipient shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this Subaward.
- (3) Subrecipient shall provide financial information and/or records pertaining to Subrecipient agency including, but not limited to: audited financial statement from audit performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Subrecipient's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-



6005. Subrecipient shall fully cooperate with County in providing any financial information and/or records requested by County concerning this Subaward. This Section shall survive the termination, expiration or cancellation of this Subaward for the period of time necessary to submit all required financial reporting to County as prescribed herein.

- (4) Subrecipient shall provide monthly summary reports ("Summary Report(s)") using **Attachment K**, attached and incorporated herein, which shall include, but not be limited to, the following:
  - (a) Total number of referrals received from CalWORKs for Cal-Learn services;
  - (b) Total number of Participants screened/referred for other Home Visitation Services;
  - (c) Total number of Participants who graduated from high school or attained a GED and also completed a FAFSA;
  - (d) Total number of Participants who graduated from high school or attained a GED and also enrolled in post-secondary education; and
  - (e) Total number of teen parents with repeat pregnancies.

The Summary Report(s) shall be due on the 15th of the month following the report month, and shall be submitted to the County CalWORKs Employment Services Manager at P.O. Box 496005, Redding, CA 96049-6005. The Summary Report(s) due on July 15, 2020 shall include the annual totals for the preceding 12-month period (July - June).

#### **G. Grievances.**

Subrecipient shall promulgate and implement written procedures ("Grievance Procedures") whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this Subaward. A copy of Subrecipient's Grievance Procedures shall be provided to County upon request for County's pre-approval prior to use. County's Director of Health and Human Services Agency ("Director") shall be notified in writing by Subrecipient within 10 days of:

- (1) Learning of the grievance and nature thereof; and
- (2) Resolution of a grievance or conclusion of the grievance process, including the results of such. Subrecipient shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Director how the grievance was resolved or concluded.

#### **H. Investigation of Illegal Use of Subaward Funds.**

- (1) Subrecipient shall take reasonable steps to prevent the illegal use of Subaward funds. Subrecipient agrees to notify County of any suspected illegal use of Subaward funds. Subrecipient shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Subrecipient shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of Subaward funds.



- (2) Subrecipient shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Subrecipient's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of Subaward funds.

**I. Staff and Volunteers.**

Subrecipient shall ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this Subaward receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.

**J. Acknowledgement.**

Subrecipient shall acknowledge the funding source of all activities undertaken pursuant to this Subaward by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

**Section 3. RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Subrecipient as prescribed in Sections 4 and 5 of this Subaward and monitor the outcomes achieved by Subrecipient;
- B. Monitor and evaluate Supportive Services paid for by Subrecipient;
- C. Refer eligible Participants utilizing a Passport to Services and the Cal-Learn 2;
- D. Review Subrecipient's recommendations for Bonus Payments; Sanctions; Good Cause findings as to late report card submissions, failures to submit a report card, and failures to display adequate educational progress; Deferrals from Participation; and Exemptions from Participation;
  - (1) Determine if the recommendations are appropriate;
  - (2) Inform Subrecipient of that determination by CalWORKs/Cal-Learn Transmittal, **Attachment F**; and
  - (3) Award the Bonus Payments and impose the Sanctions found appropriate by County pursuant to section 5.A.
- E. Actively participate in the Monthly Meetings and participate in the completion of the Cal-Learn Teen Updates Report;
- F. Request, as needed, one in-service training for County staff from Subrecipient;
- G. Provide at least one in-service training, upon Subrecipient request, for Subrecipient's staff regarding CDSS MPP Cal-Learn regulations and any program changes that may affect the Participants; and

- H. Within 10-days of discovery, using a CalWORKs/Cal-Learn Transmittal form, **Attachment F**, notify Subrecipient when a Participant becomes ineligible for the Cal-Learn program.
- I. Review CAP, if required, pursuant to Section 2.B. of this Subaward. The CalWORKs Program Manager or HHSA Branch Director shall determine if the CAP submitted is to be considered satisfactory.
- J. Monitor the outcomes achieved by Subrecipient.

**Section 4. COMPENSATION.**

- A. In accordance with the budget ("Budget") as prescribed in **Attachment L** of this Subaward, attached hereto and incorporated by this reference, County shall pay to Subrecipient, a maximum of \$95,000 for County Fiscal Year 209-20 and a maximum of \$95,000 for County Fiscal Year 2020-2021.
- B. In no event shall the maximum amount payable under this Subaward exceed \$190,000, during the entire term.
- C. Subrecipient shall be paid via electronic invoice payment, automated clearing house (ACH), County Credit Card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization
- D. Subrecipient's violation or breach of Subaward terms may result in fiscal penalties, withholding of compensation, or termination of this Subaward.

**Section 5. BILLING AND PAYMENT.**

- A. Subrecipient shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered the preceding month, and in accordance with the Cal-Learn Budget, a billhead or invoice regularly used in the conduct of business for the services rendered and costs incurred, accompanied by an Invoice/Expenditure Report, **Attachment M**, attached and incorporated herein., County shall pay Subrecipient within 30 days of receipt of Subrecipient's correct and approved billhead or invoice For the purposes of compensation in accordance with the Cal-Learn Budget, the following shall apply:
  - (1) **Direct Costs.**
    - (a) Wages and Benefits related to the program or services provided pursuant to this Subaward shall be directly charged by itemizing



name, title of staff, rate of pay per time period, number of time periods, and total for the month.

- (b) Operating expenses and equipment that are directly attributable to the program or services provided pursuant to this Subaward shall be directly charged at actual cost.

**(2) Indirect Costs.**

Indirect costs related to the program or services provided pursuant to this Subaward that cannot be specifically attributable to a particular aspect of the program or services provided pursuant to this Subaward, shall be billed not to exceed 15% of expenses.

**(3) Capital Assets.**

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

**(4) Computers and Computer Related Equipment.**

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

the sole property of County. County may, in its sole discretion and upon the termination, expiration, or cancellation of this Subaward, demand the return of any computer(s) or computer-related equipment (including software), purchased with Subaward funds. County shall, within 60 days of the termination, expiration, or cancellation of this Subaward, exercise its option to demand return of any computer(s) or computer-related equipment (including software), purchased with Subaward funds. Subrecipient shall, at Subrecipient's sole expense, within 10 days of County's demand, return any computer(s) or computer-related equipment (including software) demanded by County.

- B.** Compensation under this Subaward shall be reduced by Applicable Subrecipient Revenues. The term "Applicable Subrecipient Revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Subrecipient's compensation under this Subaward (such as, but not limited to: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds and adjustments of overpayment, or other erroneous charges). To the extent that Applicable Subrecipient Revenues, accruing or received by Subrecipient relate to allowable costs, they shall be credited to County either as a reduction in compensation, a cost reduction, or a cash refund, as appropriate.
- C.** County will not compensate Subrecipient for direct or indirect costs exceeding budget line items unless prior written permission from County to exceed the particular budget line item has been received by Subrecipient. Subrecipient may make line item shifts within a Budget Category without County approval as long as the adjustment, in aggregate, does not exceed 10 percent of the Budget Category total and does not increase total compensation payable under this Subaward. The HHSA Director, or his/her designee, must provide prior written approval by way of an amendment to this Subaward pursuant to Section 8.B. for budget adjustments which are (1) in excess of 10 percent of the total Budget Category, or (2) across existing Budget Categories.
- D.** Should County, or the state or federal government, disallow any cost claimed by Subrecipient, Subrecipient shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 6. TERM OF SUBAWARD.**

The term of this Subaward shall be for one year beginning July 1, 2019 and ending June 30, 2021. Should Parties not renew the Subaward, Subrecipient shall: 1) for the period ending June 30, 2021, submit the final invoice as required by Section 5.A. of this Subaward; 2) the final Cal-Learn Staff Training Report as required by Section 2.C(2) of this Subaward; the final Summary Report as required by Section 2.C(3) of this Subaward;



and the final Cal-Learn Program Teen Parent Monthly Status Report as required by Section 2.C(4) of this Subaward, which shall be due July 15, 2021.

**Section 7. TERMINATION OF SUBAWARD.**

- A.** If Subrecipient materially fails to perform Subrecipient's responsibilities under this Subaward to the satisfaction of County, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipient's responsibilities under this Subaward, or if Subrecipient violates any of the terms or provisions of this Subaward, then County shall have the right to terminate this Subaward effective immediately upon the County giving written notice thereof to Subrecipient. If termination for cause is given by County to Subrecipient and it is later determined by County that Subrecipient was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B. of this Section.
- B.** Either Party may terminate this Subaward without cause on 30 days' written notice.
- C.** County may terminate this Subaward immediately upon oral notice should funding cease or be materially decreased during the term of this Subaward.
- D.** Either Party may terminate this Subaward immediately upon oral notice should either Party be unable to comply with the obligations of this Subaward due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond either Party's control.
- E.** County's right to terminate this Subaward may be exercised by the County's Executive Officer or his/her designee, or by County's Director of Health and Human Services Agency or his/her designee.
- F.** Should this Subaward be terminated, Subrecipient shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Subaward.
- G.** If this Subaward is terminated, Subrecipient shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A.** This Subaward supersedes all previous Subawards relating to the subject of this Subaward and constitutes the entire understanding of the Parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Subaward, Subrecipient relies solely upon the provisions contained in this Subaward and no others.
- B.** In addition to Section 5.C., no changes, amendments, or alterations to this Subaward 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 Subaward, as well as budget amendments which are (1) in excess of 10 percent of the total Budget Category, or (2) across existing Budget Categories and do not cause an increase to the maximum amount payable under this Subaward may be agreed to in writing between Subrecipient and the County's Director of Health and Human Services Agency or his/her designee, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

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

**Section 9. NONASSIGNMENT OF SUBAWARD; NON-WAIVER.**

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

**Section 10. EMPLOYMENT STATUS OF SUBRECIPIENT.**

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

**Section 11. INDEMNIFICATION.**

To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of



County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees arising from the work or the provision of services undertaken pursuant to this Subaward by Subrecipient, or by any of Subrecipient's subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this Subaward, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Subrecipient shall also, at Subrecipient's own expense, defend the County against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this Subaward by Subrecipient, or any of Subrecipient's subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity. Subrecipient shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Subrecipient's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Subaward.

## **Section 12. INSURANCE COVERAGE.**

- A.** Without limiting Subrecipient's duty of indemnification, Subrecipient and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Subaward Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect the 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 the County.
- B.** Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipient's partner(s), subcontractor's partner(s), Subrecipient's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Subrecipient or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this Subaward. Subrecipient hereby certifies that Subrecipient is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Subrecipient shall comply

with such provisions before commencing the performance of the work or the provision of services pursuant to this Subaward.

- C. Subrecipient shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Subrecipient pursuant to this Subaward.
- D. With regard to all insurance coverage required by this Subaward:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Subaward.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Subrecipient or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Subaward and continue coverage for a period of three years after the expiration of this Subaward Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Subrecipient or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Subaward.
  - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this Subaward shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office



endorsement CG 20 10 for ongoing operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Subrecipient shall provide the County with an endorsement or amendment to Subrecipient's policy of insurance as evidence of insurance protection before the effective date of this Subaward.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this Subaward. In the event any insurance coverage expires at any time during the term of this Subaward, Subrecipient shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Subaward or for a period of not less than one year. In the event Subrecipient fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Subaward, County may, in addition to any other remedies it may have, terminate this Subaward upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Subrecipient shall provide County a certificate of insurance reflecting those limits.
- (8) Subrecipient shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- (9) Any of Subrecipient's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefits of County.

### **Section 13. SUBCONTRACTORS.**

Subrecipient shall not subcontract any services to be provided under this Subaward without the prior written consent of County. Any subcontract entered into by Subrecipient in contravention of this provision without the prior written consent of County shall be void.

Subrecipient and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Subrecipient and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of County.

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

- A.** If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Subrecipient's performance under this Subaward and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Subrecipient shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Subaward.
- B.** Subrecipient recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C.** Subrecipient shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- D.** Subrecipient shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- E.** Subrecipient shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by section 11166 of the Penal Code. In addition, Subrecipient shall:
  - (1)** Require each of Subrecipient's employees, volunteers, contractors, subcontractors, and agents performing services under this Subaward mandated by section 11166 of the Penal Code to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
  - (2)** Establish procedures to ensure reporting of child abuse or neglect even when Subrecipient's employees, volunteers, contractors, subcontractors, or agents who are not mandated to report child abuse or neglect under section



11166 of the Penal Code, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.

- F. Subrecipient shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by section 15630 of the Welfare and Institutions Code. In addition, Subrecipient shall:
  - (1) Require each of Subrecipient's employees, volunteers, contractors, subcontractors, and agents performing services under this Subaward mandated by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
- G. Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Subrecipient's employees, volunteers, contractors, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.
- H. Any dispute between the Parties, and the interpretation of this Subaward, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 15. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Subrecipient shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this Subaward.
- B. Subrecipient shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. Subrecipient shall 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. In addition, Subrecipient shall comply with the conditions of **Attachment N**, attached and incorporated herein.
- D. Subrecipient represents that Subrecipient is in compliance with, and agrees that Subrecipient shall continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*), the Fair Employment and Housing Act (Government Code, §12900, *et seq.*), and the regulations and guidelines issued pursuant thereto.
- E. No funds or compensation received by Subrecipient under this Subaward shall be used by Subrecipient for sectarian worship, instruction, or proselytization. No

funds or compensation received by Subrecipient under this Subaward shall be used to provide direct, immediate, or substantial support to any religious activity.

- F. In addition to any other provisions of this Subaward, Subrecipient shall be solely responsible for any and all damages caused, and/or penalties levied, as a result of Subrecipient noncompliance with the provisions of this section.

**Section 16. ACCESS TO RECORDS; RECORDS RETENTION.**

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

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

Subrecipient's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Subrecipient's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this



Subaward. Subrecipient's failure to cure such default within 90 days of notice by County shall be grounds for termination of this Subaward.

**Section 18. LICENSES AND PERMITS.**

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

**Section 19. PERFORMANCE STANDARDS.**

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

**Section 20. CONFLICTS OF INTEREST.**

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

**Section 21. NOTICES.**

- A. Except as provided in Section 7.C. and 7.D. of this Subaward (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this Subaward shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice

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

If to County:           Branch Director  
                                HHSA Regional Services  
                                Attn: Contracts Unit  
                                2430 Breslauer Way  
                                Redding, CA 960001-3814  
                                Phone: 530-245-7638  
                                Fax: 530-225-5443

If to Subrecipient:    Executive Director  
                                Northern Valley Catholic Social Service, Inc.  
                                2400 Washington Avenue  
                                Redding, CA 96001  
                                Phone: 530-241-0552  
                                Fax: 530-241-6457

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

**Section 22.   SUBAWARD PREPARATION.**

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

**Section 23.   COMPLIANCE WITH POLITICAL REFORM ACT.**

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

**Section 24.   PROPERTY TAXES.**

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



Subrecipient shall make timely payment of all property taxes at all times during the term of this Subaward.

**Section 25. SEVERABILITY.**

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

**Section 26. COUNTY'S RIGHT TO SETOFF.**

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

**Section 27. CONFIDENTIALITY.**

A. The intent of this Subaward is for Subrecipient to provide Cal-Learn case management services. However, should specific information regarding County's clients become known to Subrecipient, the following confidentiality rules shall apply:

- (1) Subrecipient shall comply with, and require all of Subrecipient's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures, which provide, in substance, that:
  - (a) All applications and records concerning any client of County obtained, made, or kept by Subrecipient shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of the services to be provided under this Subaward, except as provided by law.
  - (b) No person shall publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - (c) No person shall publish, disclose, or use, or permit or cause to be published, disclosed, or used, any confidential information

pertaining to an applicant for or recipient of public social services, except as provided by law.

- (2) Subrecipient shall ensure all of Subrecipient's employees, volunteers, agents, and officers comply with the above provisions, and shall inform all of Subrecipient's employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

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

#### **Section 28. SCOPE AND OWNERSHIP OF WORK.**

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

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

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

**SIGNATURE PAGE FOLLOWS**



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

**COUNTY OF SHASTA**

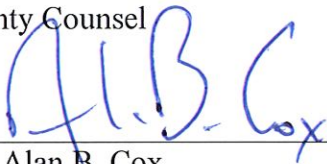
Date: \_\_\_\_\_

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

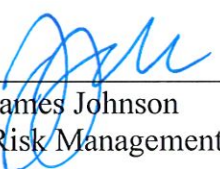
ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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


 6/20/19  
By: Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

 06/20/19  
By: James Johnson  
Risk Management Analyst III

**SUBRECIPIENT**

Date: 6.19.19

  
Cathy Wyatt, LCSW, Executive Director  
Northern Valley Catholic Social Service, Inc.

\_\_\_\_\_  
On file  
Federal Tax Identification Number

**NORTHERN VALLEY CATHOLIC SOCIAL SERVICE**  
**HOLIDAY OBSERVANCE SCHEDULE**

**2019**

<b>Holiday</b>	<b>Date</b>
Independence Day	Wednesday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veterans Day	Monday, November 11, 2019
Thanksgiving	Thursday, November 28, 2019
NVCSS Thanksgiving Holiday	Friday, November 29, 2019
NVCSS Christmas Holiday	Monday, December 23, 2019
NVCSS Christmas Holiday	Tuesday, December 24, 2019
NVCSS Christmas Day	Wednesday, December 25, 2019
Office Closed (Unpaid)	Thursday, December 26, 2019
Office Closed (Unpaid)	Friday, December 27, 2019

**CalWORKs CHILD CARE TRANSMITTAL**

1 <sup>ST</sup> PARENT NAME:	PHONE: (     )	CASE #:	AID CODE: --select one--
2 <sup>ND</sup> PARENT NAME:	SANCTION CURE? <input type="checkbox"/> YES <input type="checkbox"/> NO		

<input type="checkbox"/> END STAGE I CHILD CARE	END REASON: --select one--	EFF DATE:
---	----------------------------	-----------

1 <sup>ST</sup> PARENT ACT: --select one--	EMPLOYER/SCHOOL:	HRS/WK:
1 <sup>ST</sup> PARENT ACT: --select one--	EMPLOYER/SCHOOL:	HRS/WK:

2 <sup>ND</sup> PARENT ACT: --select one--	EMPLOYER/SCHOOL:	HRS/WK:
2 <sup>ND</sup> PARENT ACT: --select one--	EMPLOYER/SCHOOL:	HRS/WK:

**TOTAL PROVIDERS FOR THIS CASE:**

PRIMARY PROVIDER NAME:	PHONE (     )
------------------------	---------------

TRANSMITTAL TYPE: --select one--	<input type="checkbox"/> INCREASED HRS FOR SICK, SIP & HOLIDAYS APPROVED
----------------------------------	--

CHILD'S NAME:	SCHOOL NAME:	DATES OF CARE AUTHORIZED	DAYS OF WEEK CARE REQUIRED	SPECIFIC TIMES REQUIRED	MAX HRS/AWK
		TO			
		TO			
		TO			
		TO			
		TO			
		TO			

**COMMENTS:**

PRIMARY PROVIDER NAME:	PHONE (     )
------------------------	---------------

**CalWORKs CHILD CARE TRANSMITTAL**

TRANSMITTAL TYPE: --select one--	<input type="checkbox"/> INCREASED HRS FOR SICK, SIP & HOLIDAYS APPROVED
----------------------------------	--

CHILD'S NAME:	SCHOOL NAME:	DATES OF CARE AUTHORIZED	DAYS OF WEEK CARE REQUIRED	SPECIFIC TIMES REQUIRED	MAX HRS/AWK
		TO			
		TO			
		TO			
		TO			
		TO			
		TO			

**COMMENTS:****RELEASE OF INFORMATION – VERBAL AUTHORIZATION**

Authorizes County to release to the Shasta County Office of Education or the child care provider named on this form information regarding my eligibility to any of the CalWORKs child care programs.

VERBAL AUTHORIZATION RECEIVED BY:

DATE:

NAME:

WKR #:

PHONE:

DATE:



# Health and Human Services Agency

## Shasta County Employment Services - CalWORKs

### TRANSPORTATION AGREEMENT

Client: \_\_\_\_\_ Case #: \_\_\_\_\_ ETW: \_\_\_\_\_

1. I understand in order to be eligible for mileage reimbursement to attend approved Welfare-to-Work activities or Employment, I must provide proof of the following:

- **CURRENT CA** Driver's license
- **CURRENT CA** Registration
- **CURRENT** Vehicle insurance listing myself as a driver

2. Mileage logs must be filled out daily and signed in blue or black ink. Complete each line. Do not use ditto marks. They are signed in ink under penalty of perjury and returned to the CalWORKs office.

3. Clients living on the bus route who choose to use their own car, will be paid the bus rate per day or mileage, whichever is less.

4. Mileage is paid at \$.\_\_\_ per mile. **PRIOR APPROVAL IS REQUIRED FOR ANY OUT OF COUNTY MILEAGE REIMBURSEMENT.**

METHOD OF TRANSPORTATION: ☐ own vehicle, ☐ borrowed vehicle with permission slip.

\_\_\_\_\_  
Client's Signature:                      Date

\_\_\_\_\_  
ETW Signature:                      Date





Health and Human Services Agency - Regional Services - CalWORKs Employment Services

1400 California Street, Redding CA 96001 (530) 225-5000

Page \_\_\_\_ of \_\_\_\_

## MILEAGE REIMBURSEMENT LOG

Name: \_\_\_\_\_

Case #: \_\_\_\_\_

Address: \_\_\_\_\_

Month/Year:

City/St/Zip: \_\_\_\_\_

Worker Name: \_\_\_\_\_

**COMPLETE FORM IN INK**

[illegible]

I certify under penalty of perjury that the above information is true and correct.

---

*Client Signature* \_\_\_\_\_

---

Date \_\_\_\_\_

## County Use Only

☐ HOLD FOR PICK-UP    ☐ EBT

**AID CODE:** ☐ 30 ☐ 32 ☐ 35 ☐ EMP. ☐ UNEMP.

ON BUS ROUTE: ☐ Yes ☐ No      BUS FEASIBLE: ☐ Yes ☐ No

<input type="checkbox"/> Total Miles	X Rate per Mile	= \$
--------------------------------------	-----------------	------

☐ Total Days (Trips) X Rate per Day (Trips) = \$

<input type="checkbox"/> Total Round Trips	X Rate per Round Trip	= \$
--	-----------------------	------

Last 5 #'s on Gas Card	X \$20.00 per card	- \$
------------------------	--------------------	------

TOTAL \$

ETW Signature

---

*Date*

---

*Supervisor Signature*

---

*Date*

**WTW SUPPORTIVE SERVICES PAYMENT REQUEST (SSPR)**

Name: \_\_\_\_\_ Case #: \_\_\_\_\_  
 Address: \_\_\_\_\_ Date: \_\_\_\_\_  
 City: \_\_\_\_\_, CA ZIP: \_\_\_\_\_ Activity: \_\_\_\_\_  
 Aid Code: \_\_\_\_\_ ☐ Employed ☐ Unemployed ☐ Relocation

**Client Needs the Following:**

Quantity	Description	Price
Notes:		Subtotal:
		Tax Amount:
		Labor Amount:
		Nontaxable Amount:
		Total:

Method of Payment: \_\_\_\_\_ Item(s) Required for: \_\_\_\_\_

Issue Warrant To: \_\_\_\_\_ ☐ HOLD FOR PICK-UP  
 City: \_\_\_\_\_ ☐ RUSH

**SSPR Approval and Signature Requirements:**

- Up to \$399: ETW Signature
- \$800 or more: ETW, Supervisor & Program Manager Signature
- \$400-\$799: ETW & Supervisor Signature
- CalCard used: ETW, Card Holder & Program Manager Signature

\_\_\_\_\_  
*ETW Signature*

\_\_\_\_\_  
*Date*

☐ Approved

☐ Denied (reason): \_\_\_\_\_

\_\_\_\_\_  
*Supervisor Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Program Manager Signature*

\_\_\_\_\_  
*Date*

☐ **Requests for Reimbursement:** The undersigned, under penalty of perjury, states, that the above claim and the items as set out are true and correct.

☐ **Ancillary Pick-up Items or Payments to Third-Party Vendors:** I certify that I have received or will receive the items as requested on this claim.

\_\_\_\_\_  
*Client Signature*

\_\_\_\_\_  
*Date*



## Attachment F

CalWORKs/Cal-Learn Transmittal

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

To: **ETW**

Case Name:

Client's Name: \_\_\_\_\_

Case #:

Mailing Address Change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physical Address Change:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number Change: \_\_\_\_\_

## 2. Status Change:

-- Choose One --

Date:

Add to Grant eff.:

Reason:

## 3. Employment:

a. ☐ Employed ☐ Placed

Employer: \_\_\_\_\_

Job Title: \_\_\_\_\_ Rate of Pay: \$ \_\_\_\_\_ Per:

Beginning Date: \_\_\_\_\_ Hours per week: \_\_\_\_\_

~~Cal-Learn~~

-- Choose One --

---

Reason/Recommendation: \_\_\_\_\_

Client will be exited effective:

Reason for exit: \_\_\_\_\_

If teen did not complete education, teen's current status:---

Current grade level: \_\_\_\_\_ Type of program: \_\_\_\_\_

Comments:

From: \_\_\_\_\_

Worker # \_\_\_\_\_

Phone # \_\_\_\_\_

## Subaward Compliance

## Attachment G

**I. Definitions.**

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

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

**II. Uniform Guidance Pertaining to Federal Awards**

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

**III. Audit Requirement**

- A. Pursuant to 2 CFR Part 200—Subpart F, any non-federal entity that expends a combined total of \$750,000 or more per year in federal awards for the purposes of carrying out federal programs must have an annual Single or Program Specific Audit conducted. This funding threshold is the aggregate of funds from all federal sources, not just funds coming from any one pass-through entity. Subrecipients that meet this threshold are required to submit their annual Single or Program Specific Audit to HHSA;
- B. Pursuant to 2 CFR Part 200 – Subpart D, HHSA requires Subrecipients who do not have an annual Single or Program Specific Audit, to provide their independently audited or reviewed financial statements, or an independent accountant's report of Agreed Upon Procedures applied to the program expending the subaward.
- C. Submit financial reports and supporting documentation to County within 30 days of receipt to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005.

## Subaward Compliance

## Attachment G

## I. Subaward Identifying Information

Federal Awarding Agency and Office	US Department of Health and Human Services-Administration for Children and Families
FAIN	1701CATANF (FY17) & 1801CATTANF (FY18)
Grant Title	Temporary Assistance for Needy Families (TANF)
Program Description	To assist needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two parent families.
CFDA#	93.558
Subrecipient	Northern Valley Catholic Social Service
DUNS#	146491340

# CallLearn Teen Updates Report

## CallLearn Visits in \_\_\_\_\_

Social Worker Name							Meeting Date			
Client Name	In School Yes/No		Home Visit	Office Visit	Field Visit	Tel. Contact	Parenting/Home Visitation Services <div>Type of Services</div>			Comments
		Done								
		Sched								
		Done								
		Sched								
		Done								
		Sched								
		Done								
		Sched								
		Done								
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		Done								
		Sched								
		Done								
		Sched								
		Done								
		Sched								

## CAL-LEARN STAFF TRAINING

[illegible]

## TRAINING OFFERED TO COUNTY STAFF

[illegible]



# Cal-Learn Program

## Teen Parent Monthly Status Report

### STAT 45 (Summary Report)

DOWNLOAD REPORT FORM FROM:  
<http://www.cdss.ca.gov/dssdb/>  
E-MAIL COMPLETED REPORT FORM TO:  
[admstat45@dss.ca.gov](mailto:admstat45@dss.ca.gov)

Please keep the file in .xlsm or .xls extensions.

COUNTY NAME	VERSION	REPORT MONTH	REPORT YEAR
Select County Name	Initial	Select Month	Select Year
<b>PART A. TEEN PARENT STATUS</b>			
1. Teen parents whose Cal-Learn status was carried forward from last month.....			1
a. Item 6 from last month's report, as reported to CDSS.....			2
b. Adjustment (Item 1 minus Item 1a, positive or negative number, explain in Comments section if not 0).....			3
2. Teen parents assigned a Cal-Learn status during the month.....			4
3. Total teen parents with Cal-Learn status during the month (Item 1 plus Item 2).....			5
4. Teen parents who became exempt during the month (Less than or equal to Item 7).....			6
5. Teen parents who were discontinued during the month (Same as Item 9).....			7
6. Teen parents carried forward to next month (Item 3 minus Item 4 minus Item 5).....			8
<b>PART B. REASONS FOR EXEMPTIONS, DEFERRALS, AND DISCONTINUANCES</b>			
7. Teen parents in exemption status during the month (Sum of Items 7a thru 7e, greater than or equal to Item 4).....			9
a. Illness, injury, or incapacitated (3 months or more).....			10
b. Expelled.....			11
c. Supportive services unavailable (3 months or more).....			12
d. Funding related problems (child care/transportation).....			13
e. CalWORKs-FC.....			14
8. Teen parents in deferral status during the month (Sum of Items 8a through 8d, less than or equal to Item 3).....			15
a. Supportive services temporarily unavailable.....			16
b. Case management services unavailable.....			17
c. Special needs.....			18
d. Postpartum recovery.....			19
9. Teen parents discontinued during the month (Sum of Items 9a through 9i, same as Item 5).....			20
a. Earned High School (HS) diploma or equivalent.....			21
b. No longer pregnant or custodial parent.....			22
c. Attained age 20.....			23
d. County transfer.....			24
e. No longer receiving aid.....			25
f. Erroneously referred to Cal-Learn.....			26
g. Age 19, chose not to continue.....			27
h. Age 19, not eligible to volunteer to continue participating.....			28
i. Other discontinuances (Explain in Item 9i Other Discontinuances Explanation box).....			29
<b>PART C. EARNED BONUS OR RECEIVED SANCTION</b>			
10. Teen parents issued a bonus payment during the month (Item 10a plus 10b, less than or equal to Item 3).....			30
a. Teen parents issued \$100 bonus during the month because report card showed satisfactory progress.....			31
b. Teen parents issued \$500 bonus during the month because they earned HS diploma or equivalent.....			32
11. Teen parents sanctioned during the month (Items 11a through 11c, less than or equal to Item 3).....			33
a. Teen parents sanctioned during the month because report card showed less than adequate progress.....			34
b. Teen parents sanctioned during the month because report card was not submitted.....			35
c. Teen parents sanctioned during the month for submitting a late report card without good cause.....			36
12. Dollar value of sanctions issued during the month (dollars).....			37
<b>PART D. ISSUED PAYMENT FOR TRANSPORTATION/ANCILLARY EXPENSES</b>			
13. Teen parents issued payment for transportation expenses during the month (Less than or equal to Item 3).....			38
14. Teen parents issued payment for ancillary expenses during the month (Less than or equal to Item 3).....			39
<b>PART E. SUBSEQUENT BIRTHS</b>			
15. Teen parents with subsequent births during the month (Less than or equal to Item 3).....			40
<b>COMMENTS</b>			
Item 1b (Cell 3) Adjustment Explanation			
Item 9i (Cell 29) Other Discontinuances Explanation			
Revised Report Explanation			
CONTACT PERSON	TELEPHONE	EXTENSION	FAX
JOB TITLE/CLASSIFICATION	E-MAIL	DATE SUBMITTED	

## Summary Reports

## Attachment K

**CalLearn Services FY 19/20**

## SUMMARY REPORT

Month	# of Referrals Received	# of Parents Screened for Other Services Per Section 2.A(6)	# of Parents Referred for Other Services	# of Parents Eligible to receive HSD	# of Parents who took GED	# of Parents Who Received a HSD or GED	# of Parents Who Completed FAFSA	# of Parents Who Enrolled in Post-Secondary Education	# of Parents with Repeat Pregnancies
July						HSD: GED:			
August						HSD: GED:			
September						HSD: GED:			
October						HSD: GED:			
November						HSD: GED:			
December						HSD: GED:			
January						HSD: GED:			
February						HSD: GED:			
March						HSD: GED:			
April						HSD: GED:			
May						HSD: GED:			
June						HSD: GED:			



## NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.

## CalLearn Budget

Shasta County Health & Human Services  
P.O. Box 496005  
Redding, CA 96049-0005

2400 Washington Avenue  
Redding, CA 96001

## Term of Contract:

7/2019 - 6/2020

Budget  
Category

\$95,000  
Budget

## Personnel/Position

## FTE %

Supervisor	2.50%	\$	2,021.00
Case Manager I	70.00%	\$	26,470.00
Program Technician	20.00%	\$	9,095.00
Fringe Benefits		\$	10,900.00
Health Costs		\$	10,725.00

## Total Salary and Benefits

	\$	59,211.00
--	----	-----------

## Operating Expenses

Supplies	\$	1,099.00
Telephone	\$	1,650.00
Occupancy (Depreciation, Interest)	\$	10,500.00
Utilities	\$	2,100.00
Insurance	\$	1,939.00
Fees & Licenses	\$	1,350.00
Postage	\$	250.00
Copies	\$	750.00
Printing	\$	100.00
IT Costs	\$	1,200.00
Mileage & Travel	\$	2,000.00
Contract Services/Property Management	\$	2,000.00
Client Cost of Care	\$	1,465.00
Maintenance Labor and Supplies	\$	750.00
<b>Total Operating Expenses</b>	<b>\$</b>	<b>27,153.00</b>

## Total Expenses

	\$	86,364.00
--	----	-----------

## Administrative/Indirect Cost

(Not to Exceed 10%)

	\$	8,490.00
--	----	----------

## Budget Total

	\$	94,854.00
--	----	-----------

**NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.**  
**INVOICE / EXPENDITURE REPORT**

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

ORGANIZATION NAME  
 ADDRESS

Check for final Invoice / Report ☐

Date of Report

Term of Contract:

Period of Report

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
<b>Personnel/Position</b>					
	0.00			0.00	0.00
	0.00			0.00	0.00
	0.00			0.00	0.00
	0.00			0.00	0.00
<b>Fringe Benefits</b>	0.00			0.00	0.00
<b>Total Salary and Benefits</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Operating Expenses</b>					
Office Expenses/Supplies	0.00		0.00	0.00	0.00
Equipment	0.00		0.00	0.00	0.00
Rents/Leases	0.00		0.00	0.00	0.00
Utilities/Communications	0.00		0.00	0.00	0.00
Travel	0.00		0.00	0.00	0.00
(OTHER - Please Specify)	0.00		0.00	0.00	0.00
<b>Total Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Other Expenses</b>					
Fixed Assets	0.00				
(OTHER - Please Specify)	0.00				
<b>Total Other Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Administrative Cost</b>	0.00			0.00	0.00
(Not to exceed 15%)					
<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Invoice Total**

**\$0.00**

Prepared by: (type name here)

Date

Telephone #

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/condition, laws, and regulations governing its payment.

Authorized Fiscal Signature

Date

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code





## ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

### Subaward to provide Cal-Learn case management services

#### Northern Valley Catholic Social Service, Inc.

HEREBY AGREES to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE to immediately take any measures necessary to effectuate this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

BY GIVING THIS ASSURANCE OF COMPLIANCE, Subrecipient agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is binding on Subrecipient as long as Subrecipient is receiving federal or state funding pursuant to the Subaward to which this Assurance of Compliance is attached.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - Health and Human Services-18.

**SUBJECT:**

Resolution - Emergency Solutions Grant Program Application.

**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 approves and authorizes: (1) The Director of Housing and Community Action Agency Programs (Director) to sign and submit an application, and all required grant application documents, to the California Department of Housing and Community Development in an amount not to exceed \$135,046 for Emergency Solutions Grant (ESG) Program funding for a Rapid Rehousing Program and a Homeless Management Information System for the period February 1, 2020 through February 28, 2021; (2) the County Executive Officer or his/her designee to sign the standard agreement for the grant, and any amendments, provided that County Counsel has approved them as to form; and (3) the Director to expend the grant funds in a manner consistent and in compliance with all applicable state, federal and other statutes, rules, regulations, guidelines, and laws, including without limitation all rules and laws regarding the ESG Program, in a manner consistent with the standard agreement.

**SUMMARY**

Upon approval of the recommendation, a grant application will be submitted to the California Department of Housing and Community Development (HCD) requesting Emergency Solutions Grant (ESG) Program funding to receive \$135,046 for a Rapid Rehousing Program, and a Homeless Management Information System .

**DISCUSSION**

In 2016 HCD redesigned its ESG Program to establish a dedicated Continuum of Care Allocation available to all jurisdictions, including entitlement jurisdictions, designated by HCD. Through this redesign, HCD allocates funds according to census data, homeless count information and poverty level. In the County Continuum of Care (CoC), \$135,046 is available for allocations. HCD furthers the allocation method allowing for each CoC to take up to fifty percent of the total allocation for non-competitive allocations within the CoC service area. The remaining fifty percent of the allocation is reserved for a competitive

application process that HCD rates and ranks. The competitive applications are rated and ranked among eight other CoCs of like size as the County's CoC. According to the 2019 ESG Notice of Funds Available (NOFA) released May 3, 2019, HCD received approximately \$5 million dollars in federal ESG funds from the US Department of Housing and Urban Development (HUD)

On May 16, 2019, the County's CoC Executive Board appointed Shasta County Department of Housing and Community Action Agency Program, through the Community Action Agency, to act as the Administrative Entity to apply for funding for the County's CoC service area. These funds will be used to: (1) operate a Rapid-Rehousing program in conjunction with the existing Rapid-Rehousing programs currently in operation, (2) contribute to the operation of a Nor Cal Homeless Management Information System, and (3) contribute to staff salaries and benefits to operate programs. The grant term would likely expire February 2021.

**ALTERNATIVES**

The Board of Supervisors could decline to adopt the resolution, defer consideration to a future date, or provide alternate direction to staff.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

ESG is funding allocated by the California Department of Housing and Community Development. If the application is successful, an ESG grant of \$135,046 could be awarded. Funds will be provided monthly on a reimbursement basis.

Should this grant application be approved by HCD, a budget amendment will be requested. Grant revenue not expended during one fiscal year will roll forward to the next fiscal year. There is a one for one match requirement for this grant application and the department will use California Emergency Solutions and Housing Program (CESH) funds for the match. There is no additional General Fund impact associated with approval of the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
ESG Resolution	7/9/2019	ESG Resolution

**RESOLUTION NO. 2019-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF SHASTA  
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,  
CALIFORNIA DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT FUNDING UNDER THE  
EMERGENCY SOLUTIONS GRANT PROGRAM BALANCE OF  
THE STATE ALLOCATION**

**WHEREAS**, the State of California, Department of Housing and Community Development (“HCD”) has issued a Notice of Funding Availability dated March 29, 2019 (“NOFA”), for its Emergency Solutions Grant Program (“ESG”) Balance of the State Allocation; and

**WHEREAS**, the County of Shasta is eligible to apply for and desires to submit a project application for the ESG Program and will submit a 2019 Grant Application as described in the ESG NOFA released by HCD for the ESG Program; and

**WHEREAS**, HCD may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program guidelines and requirements, and the Standard Agreement and other contracts between HCD and ESG grant recipients.

**WHEREAS**, HCD is authorized to provide up to \$5 million in federal funds for the ESG Program; and

**WHEREAS**, in response to the March 29, 2019 NOFA, the County of Shasta intends to apply to HCD for, and receive an allocation of ESG funds.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the County of Shasta that in response to the March 29, 2019 NOFA, the County shall submit an application to HCD to participate in the ESG Program for an allocation of funds in the amount of \$135,046 for a Rapid Rehousing Program and a Homeless Management Information System for the period February 1, 2020 through February 28, 2021.

**BE IT FUTHER RESOLVED**, by the Board of Supervisors of the County of Shasta that the Shasta County Director of the Department of Housing and Community Action Agency Programs is authorized and directed to sign and submit the grant application and all other application documents necessary to secure the grant.

**BE IT FUTHER RESOLVED**, by the Board of Supervisors of the County of Shasta that if the application is approved by HCD, funds will be expended in a manner consistent and in compliance with all applicable state, federal and other statutes, rules, regulations, guidelines, and laws, including without limitation all rules and laws regarding the ESG Program, in a manner consistent with the standard agreement.

Resolution No. 2019-XXX

Meeting date

Page 2 of 2

**BE IT FUTHER RESOLVED**, by the Board of Supervisors of the County of Shasta that if the application is approved by HCD, the County Executive Officer is hereby authorized to sign the standard agreement with the State of California for the purposes of the grant, and any subsequent amendments thereto, provided that County Counsel first approves the agreements/amendments as to form, and that the maximum amount of the agreement does not exceed \$135,046.

**DULY PASSED AND ADOPTED** this 16<sup>th</sup> day of July 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

---

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

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



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - Law and Justice-19.

**SUBJECT:**

PlanIt Agreement

**DEPARTMENT:** Sheriff

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Eric Magrini, Undersheriff (530) 245-6025

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

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

**RECOMMENDATION**

Approve and authorize: (1) The Chairman to sign an evergreen agreement with RagnaSoft, Inc. d.b.a. PlanIt Schedule (PlanIt), effective August 1, 2019, in an advance annual payment of \$5,905 for the first year due upon agreement execution to provide web application service and hosting for a complete scheduling and communications software designed specifically for law enforcement; and (2) the County Executive Officer or his/her designee to sign annual PlanIt renewal extension documents, including retroactive, so long as the cost for twelve months does not exceed \$15,000 and the twelve-month extension document is approved as to form by County Counsel, approved by County's Risk Manager, and approved by the Chief Information Officer.

**SUMMARY**

N/A

**DISCUSSION**

This web-based product will streamline the process to cover urgent scheduling issues, long-term scheduling, notifying the District Attorney of Sheriff staff schedules for subpoenas, and other related tasks. The subscription includes support such as Internet-Based training, schedule template setup, and technical support. This product will replace many hard copy and extensive tasks currently completed by hand. Another local law enforcement agency has been using this product.

It is requested that the Board approve annual renewals for this product to be signed by the County Executive Officer for additional process efficiencies. Annual document review by County Counsel, Risk Management, and County Information Technology will occur.

**ALTERNATIVES**

The Board could choose not to approve the agreement.

**OTHER AGENCY INVOLVEMENT**

County Counsel approved the agreement as to form. Risk Management approved the agreement. The Chief Information Officer has approved the agreement. The Recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The Fiscal Year 2019-20 Sheriff’s Adopted Budget includes appropriations to cover the cost of this agreement. There is no additional General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	7/11/2019	Agreement

## PLANIT SCHEDULE

PERSONNEL SCHEDULING SOFTWARE FOR PUBLIC SAFETY SERVICES

### WEB APPLICATION SERVICE AND HOSTING AGREEMENT

This Web Application Services and Hosting Agreement ("Agreement") is effective as of 8/1/2019 ("Effective Date") between RagnaSoft, Inc., a Pennsylvania corporation doing business as PlanIt Schedule ("PlanIt") and the customer identified on Schedule A ("Customer"). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, PlanIt and Customer agree:

#### 1. SERVICE.

1.1. Provision of Service. PlanIt shall provide the Service to Customer consistent with the terms of this Agreement. The Service shall perform materially in accordance with PlanIt's User Guide. At no time during the term of this Agreement will the Service be materially decreased from the Service available as of the Effective Date.

1.2. PlanIt Responsibilities. PlanIt shall: (i) provide up to two (2) hours per month of telephone and unlimited online standard support to Customer; (ii) provide up to ten Gigabytes (10 GB) of storage space for Customer's use of the Service; (iii) maintain the security and integrity of the Service and the Customer Data; and (iv) use commercially reasonable efforts to make the Service generally available 99.5% of the calendar month twenty-four (24) hours a day, seven (7) days a week, except for planned downtime or downtime caused by Extraordinary Circumstances beyond PlanIt's control. PlanIt will use its best efforts to notify Customer of any planned downtime at least forty-eight (48) hours in advance and to schedule such downtime during the weekend hours from 9:00 P.M. EST Friday to 6:00 A.M. EST Monday.

#### 2. FEES & PAYMENT.

2.1. User Fees. Customer agrees to pay the yearly license fees as defined in Schedule B based on the highest number of Users registered on the system. Customer acknowledges that it controls the number of Users with access to the Service. Fees for Users added in a contract period may be prorated based upon the closest month.

2.2. Invoicing & Payment. Customer agrees to pay PlanIt 100% of the Total Upfront Fees as detailed in Schedule B upon execution of this Agreement. Customer will be invoiced yearly in advance for the Service based upon the number of Users. Invoicing

will begin fourteen (14) days after Commencement of Service, unless otherwise stated in Schedule B and fees are due upon receipt of invoice. All payments made under this Agreement shall be in United States dollars.

2.3. Overdue Payments. Any payment not received from Customer when due will accrue interest at the rate of 1.5% of the outstanding balance per month (18% per annum), or the maximum rate permitted by law, whichever is lower. PlanIt shall be entitled to recover all costs of collection for overdue payments, including attorney's fees and costs of suit.

2.4. Suspension of Service. If Customer's account is thirty (30) days or more overdue, PlanIt may provide Customer with written notice that it intends to suspend Customer's service until such amounts are paid in full. At any time seven (7) days or more after such written notice is provided, PlanIt may suspend the Service until all outstanding balances are paid without further notice and without any liability to Customer.

2.5. Taxes. Unless otherwise stated, PlanIt's fees include no local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). If PlanIt has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides PlanIt with a valid tax exemption certificate authorized by the appropriate taxing authority.

2.6. Billing and Contact Information. Customer shall maintain complete and accurate billing and contact information on the Service.

#### 3. TERM & TERMINATION.

3.1. Term. This initial term of this Agreement begins on the Effective Date and ends one (1) year later. In the event PlanIt and Customer mutually agree to continue their relationship, expressly or by their conduct, the terms of this Agreement shall continue to be effective

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until terminated by PlanIt or Customer upon delivery of written notice to the other at least thirty (30) days before the effective date of such notice.

3.2. Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

3.3. Return of Customer Data. Upon request by Customer, PlanIt will provide to Customer a file of Customer Data in exchange for the fees described in Schedule B or as agreed upon by PlanIt and Customer. After thirty (30) days following expiration or termination of this Agreement PlanIt shall have no obligation to maintain or provide any Customer Data, except that PlanIt shall notify Customer at least thirty (30) days prior to the destruction of Customer's Data.

3.4. Surviving Provisions. Section 5, Section 6 and Customer's obligations to pay for service shall survive the termination or expiration of this Agreement.

## 4. USE OF THE SERVICE

4.1. Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify PlanIt promptly of any such unauthorized use; and (iii) comply with all local, state, federal, and foreign laws when using the Service.

4.2. Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of laws; (iii) send or store infringing, obscene, threatening, libelous, or

otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; (iv) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

4.3. Third-Party Providers. Certain third-party providers, some of which may be listed on pages within PlanIt's website, offer products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through the Service's application programming interface. PlanIt does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by PlanIt as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider.

## 5. PROPRIETARY RIGHTS.

5.1. Reservation of Rights. Customer acknowledges that in providing the Service, PlanIt utilizes (i) the PlanIt name, the PlanIt logo, the PlanIt domain name, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "PlanIt Technology") and that the PlanIt Technology is covered by intellectual property rights owned or licensed by PlanIt (collectively, "PlanIt IP Rights"). Other than as set forth in this Agreement, no license or other rights in or to the PlanIt Technology or

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PlanIt IP Rights are granted to Customer, and all such licenses and rights are expressly reserved.

5.2. License Grant. PlanIt grants Customer and Customer's Users a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Service under the terms of this Agreement.

5.3. Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service or PlanIt Technology; (ii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customers' own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or PlanIt Technology, or access it in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

5.4. Customer Data. All Customer Data is owned exclusively by Customer. Customer Data shall be Confidential Information subject to this Agreement. PlanIt may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request.

5.5. Suggestions. PlanIt shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Service. Any implementation by PlanIt shall become part of the PlanIt Technology and PlanIt IP Rights.

## 6. CONFIDENTIALITY.

6.1. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.2. Protection. Each party agrees to protect the Confidential Information as it protects the confidentiality of its own proprietary and confidential information of like kind, except that neither party will

exercise less than reasonable care in protecting the Confidential Information.

6.3. Compelled Disclosure. If the Receiving Party is compelled by law to disclose the Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.4. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section, the Disclosing Party shall have the right, besides any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other remedies are inadequate.

6.5. Press Releases. PlanIt may not issue press releases relating to this Agreement or Customer's use of the Service without Customer's written consent.

## 7. WARRANTIES & DISCLAIMERS.

7.1. Warranties. PlanIt represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the PlanIt Technology to grant the rights and licenses granted; and (iii) the Service and PlanIt Technology infringe no intellectual property rights of any third party.

7.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PLANIT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PLANIT HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 8. LIMITATION OF LIABILITY.

8.1. Limitation of Liability. IN NO EVENT SHALL PLANIT'S AGGREGATE LIABILITY ARISING

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OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS OF APPLICABLE INSURANCE POLICIES. See Schedule C for additional requirements.

8.2. Exclusion of Consequential Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DATA LOSS, DOWNTIME, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3. Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action arising out of this Agreement may be commenced more than two (2) years after the cause of action has accrued.

### 9. DEFINITIONS.

“Commencement of Service” means the date when PlanIt has contacted the Customer and started the setup process.

“Confidential Information” means all confidential and proprietary information of a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”), that is designated as confidential or that reasonably should be understood to be confidential given the information and the circumstances of disclosure, including the terms of this Agreement (including pricing and the Schedules), the Customer Data, the Service, the PlanIt Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation

owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

“Customer Data” means all electronic data or information submitted by Customer to the Service.

“Extraordinary Circumstances” means including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems not involving that party’s employees, computer or telecommunications failures or delays involving hardware or software not within that party’s possession or reasonable control, and network intrusions or denial of service attacks.

“User Guide” means the online documentation for the Service, accessible, as updated from time to time.

“Users” means Customer's employees, consultants, contractors or agents authorized to use the Service and have been supplied user identifications and passwords by Customer (or by PlanIt at Customer's request).

### 10. GENERAL PROVISIONS.

10.1. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

10.2. No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are solely to benefit the parties and are not to be construed as conferring any rights on any other persons.

10.3. Notices. All notices under this Agreement shall be in writing delivered to the addresses in Schedule A. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email.

10.4. Waiver and Cumulative Remedies. No failure or delay in exercising any right under this Agreement shall constitute a waiver of that right. The remedies



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provided are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5. Severability. If any provision of this Agreement is declared to be illegal, void, or unenforceable, such provision shall be enforced to the maximum extent possible to give effect to the intent of the parties and all the remaining terms of this Agreement shall remain in full force and effect.

10.6. Assignment. Neither party may assign any of its rights or obligations, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, the parties shall not unreasonably withhold their consent to an assignment in connection with a merger, acquisition, corporate reorganization or sale of substantially all of its assets. Any attempt to assign rights under this Agreement in violation of this section shall be void.

10.7. Governing Law. This Agreement shall be governed exclusively by, and construed exclusively under, the laws of the United States and the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

10.8. Venue. The state and federal courts have jurisdiction over Lancaster County, Pennsylvania shall have exclusive jurisdiction to adjudicate any dispute relating to this Agreement. Each party consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether based on the doctrine of forum non conveniens or otherwise. Each party also waives any right to jury trial in any action or litigation arising out of or related to this Agreement.

10.9. Entire Agreement. This Agreement, along with all Schedules, constitutes the entire agreement between the parties as to its subject, and supersedes all previous agreements, discussions, proposals or representations, written or oral, about the subject of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

10.10. Execution. Each party represents and warrants it has the legal power to sign this Agreement and that this Agreement, and any later agreements between the parties, may be executed in counterparts, including electronically signed or electronically delivered counterparts, which taken together shall form one legal instrument.

10.11. Indemnification. To the fullest extent permitted by law, PlanIt 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 PlanIt, or by any of PlanIt's subcontractors, any person employed under PlanIt, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. PlanIt shall also, at PlanIt'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 PlanIt, or any of PlanIt's subcontractors, any person employed under PlanIt, or under any Subcontractor, or in any capacity. PlanIt 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 PlanIt'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.

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IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

SHASTA COUNTY SHERIFF'S OFFICE

RAGNASOFT, INC. d/b/a PLANIT SCHEDULE

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

By: 

Name: Leonard Moty

Name: Christian Yecker

Title: Chairman

Title: President

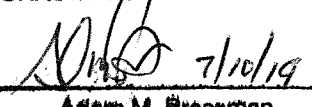
Date: \_\_\_\_\_

Date: 6/19/2019

Schedules:

- A – Contact Information
- B – Client Profile and Deliverables
- C – Required Insurance

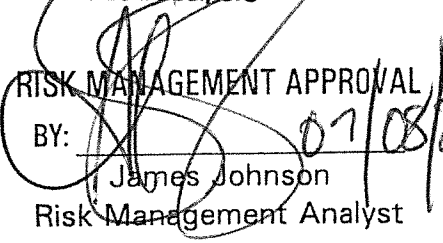
APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL

  
Adam M. Freeman  
Senior Deputy County Counsel

IT Approved:

 7-8-2019  
Thomas Schreiber, CIO

RISK MANAGEMENT APPROVAL

BY:  07/08/2019  
James Johnson  
Risk Management Analyst

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### **Schedule A - Contact Information**

**Notices:** Official Notices provided pursuant to this Agreement shall be sent to the following parties as set forth in Section 11.3:

If to RAGNASOFT:

Christian Yecker  
President  
RagnaSoft Incorporated  
PO Box 4903  
Lancaster PA, 17604-4903

If to Customer:

Leonard Moty  
Chairman  
  
Shasta County Sheriff's Office  
300 Park Marina Circle  
Redding, CA 96001

**Contact Person:** The name of the person appearing below has been designated by Customer as the main contact person and shall have full authority to act on behalf of Customer in all matters pertaining to this Agreement. This person shall be the primary point of contact between the parties:

**Billing Information:** The person/department appearing below has been designated by Customer as the main billing contact, where RAGNASOFT shall direct all invoicing:

**PLANIT SCHEDULE**

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**Schedule B - Client Profile and Deliverables****Customer Data:**

Company Name:   
Street Address:   
City, State, ZIP:   
Phone Number:   
Fax Number:   
URL:   
  
  
Contact Name:   
Contact Title:   
Contact Phone Number:   
Contact E-mail:

**Type of Database Required:**☒ Blank with Default Settings (New Client)☐ Set Up Temporary Demo Data Base

## Special Database Requirements

☐ VAR with Demo Data☐ VAR with Default SettingsStart Date: End Date: **Dates:**Date of Sale: Planned Implementation Date: **Sold by:**☒ RagnaSoft Sales or Channel Sales Rep☐ Reseller Sales Rep: \_\_\_\_\_☐ Referral Partner: \_\_\_\_\_Name: Phone: E-mail:

## PLANIT SCHEDULE

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### Products and Services:

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#### Licenses:

Number of Registered Users: 225

Soft User Limit (plus): 10

#### Features at Startup:

- ☒ Scheduling (Core)
- ☒ Employee Self Service
- ☐ Integrated Time Clock
- ☐ Biometric Time Clock/s X   0
- ☒ Schedule Export for Payroll
- ☒ Notifications/Basic SMS

#### Professional Services:

- ☒ Set Up
  - ☒ Import Employee List from Excel
  - ☒ Create Unit and Base/Employee Templates
  - ☒ One 2-3-hour Admin Training Session
  - ☒ One 1-hour follow-up Q&A Session
- ☐ Consulting (Attach Statement(s) of Work)

### Additional Installation, Integration and Project Description Notes:

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## PLANIT SCHEDULE

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### Schedule C – Required Insurance

#### Required Insurance.

A. Without limiting PlanIt's duties of defense and indemnification, PlanIt and any subcontractor shall obtain 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. PlanIt and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover PlanIt, subcontractor, PlanIt's partner(s), subcontractor's partner(s), PlanIt's employees, and subcontractor's(s') employees covering the full liability for compensation for injury to those employed by PlanIt or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *Shasta County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement.

C. PlanIt 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. PlanIt shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of PlanIt 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 PlanIt 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, PlanIt 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, PlanIt 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 *Shasta 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) PlanIt shall provide County with an endorsement or amendment to PlanIt's policy of insurance as evidence of insurance protection before the effective date of this agreement.



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(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, PlanIt 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 PlanIt 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, PlanIt shall provide County a certificate of insurance reflecting those limits.

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

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### **Hosted Solution Proposal**

Shasta County Sheriff's Office



**The Complete Scheduling & Communication Solution  
Designed Specifically for Law Enforcement**



#### **RagnaSoft Incorporated**

PO Box 4903

Lancaster, PA 17604-4903

866.471.2001 x1

[sales@planitschedule.com](mailto:sales@planitschedule.com)

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



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - Public Works-20.

**SUBJECT:**

Creek Fire Guardrail Repair – Award Construction Contract

**DEPARTMENT:** Public Works

**Supervisory District No. :** 2

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

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

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

**RECOMMENDATION**

Award to the lowest responsive and responsible bidder, Apex Fence Co, Inc., on a unit cost basis, the contract for the “Guardrail Repair (Creek Fire) Project,” Contract No. 704045, in the amount of \$187,504.

**SUMMARY**

The low bidder on the Creek Fire Guardrail Repair Project is Apex Fence Co., Inc.

**DISCUSSION**

The Creek Fire destroyed guardrail along Clear Creek Road. On May 20, 2019, the Board approved plans and specifications and authorized advertising for bids. On June 20, 2019, three bids were received and opened. Apex Fence Co., Inc. was the low bidder in the amount of \$187,504.

**ALTERNATIVES**

The Board may decline to proceed with the project at this time. The damaged guardrail would not be repaired.

**OTHER AGENCY INVOLVEMENT**

CalOES oversees the project funding. County Counsel has approved the contract as to form. Risk Management has reviewed and approved the contract documents. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The total cost of this project is estimated to be \$187,504. CalOES will cover 75% of the cost. Adequate funds have been included in the Adopted FY 2019/20 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description

Creek Fire Bid Results

Upload Date

7/2/2019

Description

Creek Fire Bid Results

BID SUMMARY DETAIL

BID OPENING DATE: June 20, 2019

FEDERAL NO.: N/A

PREPARED BY: S. Ankeny SA DATE: 6/20/19  
CHECKED BY: Michael Manola DATE: 6/20/19

STATE OF CALIFORNIA  
COUNTY OF SHASTA  
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S ESTM.  
SHASTA COUNTY  
PUBLIC WORKS DEPT.

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 30,000.00	\$ 30,000.00
2		130100	JOB SITE MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00
3		141120	TREATED WOOD WASTE	LS	1	\$ 4,500.00	\$ 4,500.00
4		810180	DELINEATOR (CLASS 2)	EA	80	\$ 52.00	\$ 4,160.00
5		832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	5,594	\$ 25.00	\$ 139,850.00
6		839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	4	\$ 2,650.00	\$ 10,600.00
7		839752	REMOVE GUARDRAIL	LF	6,006	\$ 3.50	\$ 21,021.00
8		832011	MIDWEST GUARDRAIL SYSTEM (SPECIAL POST)	LF	262	\$ 75.00	\$ 19,650.00
TOTALS							\$ 234,781.00

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->



PROJECT: Guardrail Repair (Creek Fire )  
CONTRACT NO.: 704045 ON-SYS

LOWEST RESPONSIVE BIDDER

Apex Fence Co. Inc. 19896 Alexander Avenue Anderson, CA 96007 (530) 365-3316	
UNIT PRICE	TOTAL
\$ 17,000.00	\$ 17,000.00
\$ 2,000.00	\$ 2,000.00
\$ 3,000.00	\$ 3,000.00
\$ 45.00	\$ 3,600.00
\$ 22.50	\$ 125,865.00
\$ 2,500.00	\$ 10,000.00
\$ 1.50	\$ 9,009.00
\$ 65.00	\$ 17,030.00
\$ 187,504.00	
-20%	

2nd BIDDER

Highway Specialty Co., Inc. P.O. Box 141 Palo Cedro, CA 96073 (530) 949-5631	
UNIT PRICE	TOTAL
\$ 22,750.00	\$ 22,750.00
\$ 7,500.00	\$ 7,500.00
\$ 5,500.00	\$ 5,500.00
\$ 57.00	\$ 4,560.00
\$ 26.50	\$ 148,241.00
\$ 3,200.00	\$ 12,800.00
\$ 3.25	\$ 19,519.50
\$ 77.00	\$ 20,174.00
\$ 241,044.50	
3%	

3rd BIDDER

Dirt & Aggregate Interchange, Inc. 20905 NE Sandy Blvd. Fairview, OR 97024 (503) 661-5093	
UNIT PRICE	TOTAL
\$ 30,000.00	\$ 30,000.00
\$ 15,000.00	\$ 15,000.00
\$ 22,000.00	\$ 22,000.00
\$ 40.00	\$ 3,200.00
\$ 30.00	\$ 167,820.00
\$ 3,740.50	\$ 14,962.00
\$ 10.00	\$ 60,060.00
\$ 116.00	\$ 30,392.00
\$ 343,434.00	
46%	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - Public Works-21.

**SUBJECT:**

Guardrail Repair (On-System Roadways) – Notice of Completion

**DEPARTMENT:** Public Works

**Supervisory District No. :** 2

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

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

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

**RECOMMENDATION**

Approve and authorize the Public Works Director to sign a Notice of Completion for the “Guardrail Repair (On-System Roadways) Project,” Contract No. 704010-ON SYS, and record it within 15 days of actual completion.

**SUMMARY**

County guardrail damaged in the Carr Fire has been repaired.

**DISCUSSION**

The Carr Fire caused widespread damage to guardrail and other timber roadway elements. On May 7, 2019, the Board awarded the construction contract to Apex Fence Co., Inc. in the amount of \$195,623.13. The guardrail has now been repaired.

**ALTERNATIVES**

The Board may decline to authorize the filing of a Notice of Completion. The lien period would extend for 90 days instead of 30 days. Final payment to the contractor would be delayed by 60 days.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this recommendation.

**FINANCING**

The total project cost will be approximately \$400,000. Federal Highway Administration Emergency Relief funding will cover 88.5%. Adequate funds are included in the Adopted FY 2019/20 Roads budget. There is no General Fund impact.



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - Public Works-22.

**SUBJECT:**

Marksman Pest Control Services Agreement

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Mark Steinmetz dba Marksman Pest Control to provide pest control services, to increase compensation by \$15,000 for a new total not to exceed \$100,000 to provide additional services, and retain the term September 19, 2016, through September 18, 2017, with two automatic one-year renewals.

**SUMMARY**

Additional pest control services are needed.

**DISCUSSION**

The County contracts for third party pest control. On September 19, 2016, the County Executive Officer executed an on-call agreement with Mark Steinmetz dba Marksman Pest Control for an amount not to exceed \$50,000. On August 21, 2019, the Board approved the First Amendment increasing maximum compensation to \$85,000. Marksman has provided satisfactory services. Requests for services continue to increase. Staff recommends a Second Amendment increasing maximum compensation to \$100,000.

**ALTERNATIVES**

The Board may decline to enter into an amendment at this time. Pest control services are necessary for proper maintenance of County facilities. Services could be solicited from a different provider.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Adequate appropriations and revenue have been included in the Adopted FY 2019/20 for the respective departments receiving these services. There is no additional General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Marksman Second Amendment	7/8/2019	Marksman Second Amendment

**SECOND AMENDMENT TO THE  
PERSONAL SERVICES AGREEMENT  
BETWEEN THE  
COUNTY OF SHASTA  
AND  
MARK STEINMETZ dba MARKSMAN PEST CONTROL**

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Facilities Management Division of Public Works ("County") and Mark Steinmetz dba Marksman Pest Control ("Consultant") for the purpose of pest control services.

**R E C I T A L S**

WHEREAS, County and Consultant have previously entered into an Agreement on September 19, 2016 for pest control services ("Original Agreement"); and

WHEREAS, the original Agreement was amended on August 21, 2018 to increase the amount compensation payable to Consultant by \$35,000.00 for a new maximum compensation of \$85,000.00 over the entire term of the agreement ("First Amendment"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount compensation payable to Consultant by \$15,000.00 ("Second Amendment"); and

WHEREAS, the Original Agreement, the First Amendment and the Second Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

Section 3. COMPENSATION, Section D of the Agreement is amended as of the effective date of the Agreement to read as follows:

**Section 3. COMPENSATION.**

- D. In no event shall the maximum payable to Consultant pursuant to this agreement exceed \$100,000.

**REAFFIRMATION**

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

**ENTIRE AGREEMENT**

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

**EFFECTIVE DATE**

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

***SIGNATURE PAGE FOLLOWS***

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

COUNTY OF SHASTA

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

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: David M. Yorton, Jr. 7/15/19  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: Jim Johnson 07/08/2019  
Jim Johnson  
Risk Management Analyst III

CONSULTANT

By: Mark Steinmetz

Print Name: Mark Steinmetz

Title: Owner

Date: 7-3-19

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Consent - Resource Management-23.

**SUBJECT:**

Amendment to the Personal Services Agreement with the California Association of Environmental Health Administrators (CAEHA) for the provision of Certified Unified Program Agency (CUPA) inspection services.

**DEPARTMENT:** Resource Management  
Environmental Health Division

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Paul A. Hellman, Director of Resource Management (530) 225-5789

**STAFF REPORT APPROVED BY:** Paul A. Hellman, Director of Resource Management

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with the California Association of Environmental Health Administrators to provide Certified Unified Program Agency inspection services to increase maximum compensation from \$49,000 to \$110,000 during the entire term of the agreement and retain the term January 9, 2019 through January 9, 2020.

**SUMMARY**

The Department of Resource Management's Environmental Health Division (EHD) administers the CUPA program for Shasta County, consisting of hazardous materials program elements for Aboveground Petroleum Storage, Hazardous Materials Business Plans, Hazardous Waste Generators, Underground Storage Tanks, Hazardous Waste Treatment, and California Accidental Release Prevention (CalARP). Staff conducts inspections in these programs at the required three-year frequency.

**DISCUSSION**

Due to circumstances during the last few years, including new California Environmental Reporting System (CERS) requirements and Carr Fire recovery oversight, it has been a challenge to keep up with the three-year CUPA inspection frequency mandate. The initial CAEHA contract was implemented with contract CUPA staff in January through June and has proven successful. Our intent is to utilize these contract inspection services to allow staff to get up to date with inspections and related CUPA program elements during the rest of this year.

**ALTERNATIVES**

The Board may choose to: (1) reject the amendment to the Personal Services Agreement; or (2) ask for more information.

-

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Hazardous Materials Fund expenditures are included in the FY 2019/20 budget. There is no additional General Fund impact associated with this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
First Amendment	7/3/2019	First Amendment



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND THE CALIFORNIA ASSOCIATION OF  
ENVIRONMENTAL HEALTH ADMINISTRATORS FOR THE PROVISION OF  
PROFESSIONAL ENVIRONMENTAL HEALTH SERVICES**

This first Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and the California Association of Environmental Health Administrators ("Consultant").

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on January 9, 2019 to provide for professional environmental health services (the "Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the compensation amount payable to Consultant by \$61,000; and

NOW, THEREFORE, the Agreement is amended as follows:

**I. AMENDMENT**

Subsection E, of Section 3, "Compensation," of the Agreement is amended in its entirety to read as follows:

In no event shall total compensation under this Agreement exceed One Hundred and Ten Thousand Dollars (\$110,000).

**II. REAFFIRMATION**

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

**III. ENTIRE AGREEMENT**

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

IV. **EFFECTIVE DATE**

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

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

**COUNTY OF SHASTA**

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

\_\_\_\_\_  
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: \_\_\_\_\_  


Date: 5-30-19

**RISK MANAGEMENT APPROVAL**

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


**CONSULTANT**

By: \_\_\_\_\_  
  
Lawrence Fay, CAEHA President  
Tax I.D.#.: 94-1675492

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Regular - General Government-4.

**SUBJECT:**

Public Safety Special Tax

**DEPARTMENT:** County Counsel

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Rubin E. Cruse, Jr., County Counsel

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

**RECOMMENDATION**

Take the following actions: (1) Receive a report from Supervisor Chimenti and Supervisor Morgan as members of the temporary ad hoc advisory committee regarding a potential transactions and use tax; (2) receive a report from County Counsel on general legal information concerning a countywide special transactions and use tax ballot measure to address public safety and homeless issues; and (3) consider providing direction to staff.

**SUMMARY**

N/A

**DISCUSSION**

The Board of Supervisors has had several discussions about the possibility of a countywide special transactions and use tax (commonly known as a “sales tax”) to address public safety and homeless issues. Supervisor Chimenti and Supervisor Morgan, as members of the temporary ad hoc advisory committee regarding a potential transactions and use tax, will provide a report. In addition, the County Counsel’s Office has reviewed the relevant legal authorities in this area. A memorandum providing general legal information on this topic is attached.

The information provided in the memorandum is in very general terms. The memorandum should not be considered as being an exhaustive legal analysis of a proposed countywide special transactions and use tax ballot measure.

The memorandum is also being provided for informational purposes. It should not be construed as a recommendation either for or against a proposed countywide special transactions and use tax.

**ALTERNATIVES**

There are no recommended alternatives.

**OTHER AGENCY INVOLVEMENT**

The Recommendation has been reviewed by the County Administrative Office.

**FINANCING**

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

**ATTACHMENTS:**

Description	Upload Date	Description
CAO-Public Safety Special Tax	7/8/2019	CAO-Public Safety Special Tax

## MEMORANDUM

Office of the County Counsel  
Rubin E. Cruse, Jr., County Counsel

**TO:** Members of the Board of Supervisors  
Lawrence G. Lees, County Executive Officer

**FROM:** Rubin E. Cruse, Jr., County Counsel

**DATE:** July 16, 2019

**RE:** General Information Concerning a Proposed Special Sales Tax to Address Public Safety and Homeless Issues

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The following is general legal information, for the Board's consideration, concerning a countywide special transactions and use tax ballot measure to address public safety and homeless issues.

Please note that the information provided is in very general terms. This memorandum should not be considered as being an exhaustive legal analysis of a proposed countywide special transactions and use tax ballot measure.

Also, this memorandum is being provided for informational purposes. It should not be construed as a recommendation either for or against a proposed countywide special transactions and use tax.

### I. GENERAL RULES REGARDING LOCAL TAXES

- A. Local governments, such as the County of Shasta, have no inherent power to tax. The County only has such power to tax as granted to it by the California Constitution or California statutes. *Santa Clara County Local Transportation Authority v. Guardino*, 11 Cal. 4<sup>th</sup> 220, 248 (1995). The legislature may prescribe the terms and conditions under which local governments may exercise the power to tax. *Id.*
- B. Under current law, all taxes imposed by any local government are either general taxes or special taxes. Cal. Const. Art. XIII C, § 2(a).

#### 1. General Tax

- a. A general tax is any tax imposed for general governmental purposes. Cal. Const. Art. XIII C, § 1(a).
- b. No local government may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. Cal. Const. Art. XIII C, § 2(b).

- c. An election concerning a general tax shall be consolidated with a regularly scheduled general election for members of the Board of Supervisors, except in cases of emergency declared by unanimous vote of the Board of Supervisors. Cal. Const. Art. XIII C, § 2(b). A regularly scheduled general election for members of the Board of Supervisors includes an election that is fixed to occur during the statewide primary and general elections. *Silicon Valley Taxpayers' Assoc. v. Garner*, 216 Cal. App. 4<sup>th</sup> 402 (2013).
- d. No general tax shall be presented at an election unless it is approved by a two-thirds vote of the members of the Board of Supervisors. Government Code § 53724.

## **2. Special Tax**

- a. A special tax is any tax imposed for specific purposes, including a tax imposed for specific purposes which is placed into the General Fund. Cal. Const. Art. XIII C, § 1(d).
- b. No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. Cal. Const. Art. XIII C, § 2(d).
- c. Cities, counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district, except ad valorem taxes on real property or a transaction tax or sales tax on the sale of real property within such city, county, or special district. Cal. Const. Art. XIII A, § 4.

## **II. COUNTY'S AUTHORITY TO PROPOSE A SPECIAL TRANSACTIONS & USE TAX<sup>1</sup>**

- A. The Board of Supervisors may levy a transactions and use tax for specific purposes at a rate of 0.125 percent or a multiple thereof. Revenue & Taxation Code § 7285.5. The ordinance proposing this tax shall be approved by a two-thirds vote of all members of the Board of Supervisors. Revenue & Taxation Code § 7285.5(a)(1).
- B. The transactions and use tax may be levied throughout the entire County or within the unincorporated area of the County. Revenue & Taxation Code § 7285.5. The revenues derived from the tax shall only be used for specific purposes within the area for which the tax was approved by the qualified voters. Revenue & Taxation Code § 7285.5(c).
- C. If the tax is levied throughout the entire county, then all of the voters of the County may vote on the tax. Revenue & Taxation Code § 7285.5.
- D. If the tax is levied only in the unincorporated area of the County, then only the voters in the unincorporated area of the County may vote on the tax. Revenue & Taxation Code § 7285.5.

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<sup>1</sup> While there are some differences not relevant to the issues presented in this memorandum, a "transactions and use tax" is commonly understood to be synonymous with a "sales tax."

- E. The County may not impose a transactions and use tax on the sale of real property within the County. Government Code § 53725.
- F. The County must contract with the State Department of Tax and Fee Administration to perform all functions incident to the administration and operation of the transactions and use tax. Revenue & Taxation Code § 7270.
- G. The County is required to pay to the State Department of Tax and Fee Administration its costs of preparing to administer and operate the transactions and use tax ordinance. The maximum amount of all preparatory costs shall not exceed \$175,000. Revenue & Taxation Code § 7272.
- H. The County is not required by law to share any of the proceeds of the tax with the Cities. 76 Ops. Cal. Atty. Gen. 102 (1993). As such, there is also no legal requirement to obtain approval from any of the Cities in order for the County to propose a countywide tax.
- I. A countywide transactions and use tax would be in addition to any transactions and use taxes imposed by the Cities, with the total transactions and use taxes not exceeding 2%. Revenue & Taxation Code § 7285.3. For example, if the County were to impose a 1% transactions and use tax countywide, persons paying transactions and use tax in the City of Anderson would pay (1) the County imposed 1% transactions and use tax, and (2) the .5% transactions and use tax the City of Anderson previously imposed in 2014.
- J. The ordinance must include an expenditure plan describing the specific projects for which the revenues from the tax may be expended. Revenue & Taxation Code § 7285.5(a)(3).
- K. As part of the ballot proposition, the County may seek authorization to issue bonds payable from the proceeds of the tax to finance capital outlay expenditures as may be provided for in the expenditure plan. Revenue & Taxation Code § 7285.5(b); Government Code § 55800.

### **III. ADDITIONAL PROCEDURAL REQUIREMENTS FOR A SPECIAL TAX**

- A. Pursuant to Government Code § 50075.1, the special tax shall include the following accountability measures:
  - 1. A statement indicating the specific purposes of the special tax.
  - 2. A requirement that the proceeds be applied only to the specific purposes identified.
  - 3. The creation of an account into which the proceeds shall be deposited.
  - 4. An annual report filed by the County's chief fiscal officer that outlines (a) the amount of funds collected and expended, and (b) the status of any project required or authorized to be funded as identified. Government Code § 50075.3.
- B. The Board of Supervisors may propose the adoption of a special tax following notice and public hearing. Government Code § 50077(a).
- C. The ordinance shall include the type of tax and rate of tax to be levied, the method of collection, and the date upon which an election shall be held to approve the levy of the tax. Government Code § 50077(a).



- D. Unless otherwise ordered by the Board of Supervisors, the election on the special tax shall be consolidated with a statewide primary election, a statewide general election, or a regularly scheduled local election. Government Code § 53724(c).
- E. The Board of Supervisors may provide that the election on the special tax shall be held at any date otherwise permitted by law. The County shall bear the cost of any such special election. Government Code § 53724(d).
- F. If the Board is considering placing the proposed special tax on the ballot for the March 3, 2020 statewide primary election, the deadline for the Board to take such action is 88 days prior to March 3, 2020. I understand that deadline to be December 6, 2019. Elections Code § 10403.

#### IV. ESTABLISHING AN OVERSIGHT COMMITTEE

There has also been a suggestion of creating an Oversight Committee. The proposed Oversight Committee would not be selected by elected bodies, but by the business community and social worker community. The general purpose of the Oversight Committee would be to monitor where the monies are being spent and that the County is acting in compliance with the restrictions imposed by the special tax ordinance.

In reviewing the relevant authorities in this area, it is my opinion that the creation of an Oversight Committee entirely independent of control by the Board of Supervisors is legally questionable. State law has established that managing a county government's financial affairs has been entrusted to the County Board of Supervisors and is an essential function of the Board. *Totten v. Board of Supervisors*, 139 Cal. App. 4<sup>th</sup> 826 (2006). "Where the Legislature has made clear its intent that one public body or official is to exercise a specified discretionary power, the power is in the nature of a public trust and may not be exercised by others in the absence of statutory authorization." *Bagley v. City of Manhattan Beach*, 18 Cal. 3d 22 (1976).

As an example, the California Supreme Court invalidated a proposed initiative measure that would have required all disputes as to wages, hours, and terms of employment between a city and a recognized employee organization be submitted to arbitration and the arbitrator's award be final and binding. *Bagley*, 18 Cal. 3d at 25. The California Supreme Court held that the city council could not delegate to a third party its essential function of establishing the compensation of its employees. *Id.*

However, an Oversight Committee that is advisory to the Board of Supervisors may be established. State law authorizes the Board of Supervisors to appoint commissions or committees of citizens to study problems of general or special interest to the Board and to make reports and recommendations to the Board. Government Code § 31000.1. The ultimate decision making authority would remain with the Board of Supervisors.

The membership of the Oversight Committee would be appointed by the Board of Supervisors, as stated in Government Code § 31000.1. However, those appointments can come from recommendations made by various groups.

There are examples of California county transactions and use tax ordinances where (1) various independent groups provide input or make recommendations for membership on an Oversight Committee while (2) ensuring that the Board of Supervisors retains ultimate control over the County's financial affairs.

It should also be noted that the meetings of such an Oversight Committee would be subject to the open meeting requirements of the Brown Act. Government Code § 54952(b).

REC:lk

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** July 16, 2019

**CATEGORY:** Regular - Resource Management-5.

**SUBJECT:**

Resolution of intent to consider amendments to the Shasta County Zoning Plan to establish a Design Review District for downtown Palo Cedro.

**DEPARTMENT:** Resource Management

**Supervisory District No. :** 3

**DEPARTMENT CONTACT:** Paul A. Hellman, Director of Resource Management (530) 225-5789

**STAFF REPORT APPROVED BY:** Paul A. Hellman, Director of Resource Management

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

**RECOMMENDATION**

Adopt a resolution of intent to consider amendments to the Shasta County Zoning Plan proposed by staff and recommended by the Planning Commission to establish a Design Review District for downtown Palo Cedro.

**SUMMARY**

N/A

**DISCUSSION**

On June 11, 2019, Kelly Lindblom, representing the Greater Palo Cedro Area Chamber of Commerce (“Chamber of Commerce”), made a presentation to the Board regarding the Chamber of Commerce’s “Envision Palo Cedro Initiative” and their proposal to produce draft planning documents in support of achieving the community’s long range vision for growth. Ms. Lindblom requested that the Board initiate a Zoning Plan Amendment to establish a Design Review District for downtown Palo Cedro which reflects the community’s vision. The Board directed the Department of Resource Management to process a resolution of intent for the requested Zoning Plan Amendment for the Board’s consideration.

If the Board adopts the proposed resolution of intent, the Department of Resource Management will study the matter, consult with the Chamber of Commerce and other interested parties in its discretion, propose amendments to the Shasta County Zoning Plan, and submit any proposed amendments to the Shasta County Planning Commission, in accordance with section 17.92.080 of the Shasta County Code, for the Planning Commission’s consideration and recommended action. The Planning Commission would then make a recommendation to the Board concerning any such proposed amendments.

**ALTERNATIVES**

The Board may choose not to adopt the resolution or to make modifications to the resolution language.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

No additional General Fund impact would result from the approval of the proposal.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	7/2/2019	Resolution

**RESOLUTION NO. 2019-\_\_\_\_**

**RESOLUTION OF INTENT OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF SHASTA TO CONSIDER AMENDING THE SHASTA COUNTY  
ZONING PLAN TO ESTABLISH A DESIGN REVIEW DISTRICT FOR  
DOWNTOWN PALO CEDRO**

**WHEREAS**, the County of Shasta (County) has adopted a Zoning Plan identified as Title 17 (Zoning) of the Shasta County Code (SCC).

**WHEREAS**, chapter 17.78 of the Zoning Plan established the Design Review District, which is intended to be combined with any principal district for one or more of the following purposes: (1) To protect areas having unique environmental, physical, historical or scenic features; (2) To promote design and architectural features that are consistent with adopted community design guidelines for the area or general design review standards, as applicable; (3) To encourage integrated approaches to the use of land and related physical development; (4) To ensure compatibility with surrounding land uses; and (5) To protect the public's health and safety; and

**WHEREAS**, on June 11, 2019 Kelly Lindblom, representing the Greater Palo Cedro Area Chamber of Commerce ("Chamber of Commerce"), made a presentation to the Shasta County Board of Supervisors regarding the Chamber of Commerce's "Envision Palo Cedro Initiative" and their proposal to produce draft planning documents in support of achieving the community's long range vision for growth and requested that the Board initiate a Zoning Plan Amendment to establish a Design Review District for downtown Palo Cedro which reflects the community's vision.

**NOW THEREFORE, BE IT RESOLVED**, that the Shasta County Board of Supervisors, pursuant to section 17.92.080(B) of the Shasta County Code, hereby intends to consider a Zoning Plan Amendment to establish a Design Review District for downtown Palo Cedro.

**BE IT FURTHER RESOLVED**, that the Shasta County Department of Resource Management is directed to study the matter, consult with the Chamber of Commerce and other interested parties in its discretion, propose amendments to the Shasta County Zoning Plan, and submit any proposed amendments to the Shasta County Planning Commission, in accordance with section 17.92.080 of the Shasta County Code, for the Planning Commission's consideration and recommended action.

**DULY PASSED AND ADOPTED** this \_\_\_\_ day of July 2019, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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