



SHASTA COUNTY

BOARD OF SUPERVISORS

1450 Court Street, Suite 308B
Redding, California 96001-1673
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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, September 17, 2019, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Coordinator Amarjit Singh, Gurdwara The Sikh Centre

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 proclamation which designates September 15-21, 2019 as "Constitution Week" in Shasta County (Supervisor Moty).

No General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 2 Presentation

Receive a presentation from Chief Deputy Clerk of the Board Mary Williams regarding countywide communications efforts.

No Additional 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

Take the following actions: (1) Establish a temporary advisory citizen committee, composed of ten members, to interview candidates for the County Executive Officer position and make recommendations to the Board of Supervisors; and (2)

authorize each Board member individually to appoint two persons to the citizens committee.

No Additional General Fund Impact 2/3 Vote

C 2 Clerk of the Board

Approve the minutes of the meeting held on September 10, 2019, as submitted.

No General Fund Impact Simple Majority Vote

C 3 Support Services-Personnel

Adopt a salary resolution, effective September 29, 2019, which amends the Shasta County Position Allocation List to delete 2.0 Full-Time Equivalent (FTE) Agency Staff Services Analyst I/II positions and add 2.0 FTE Staff Services Analyst I/II positions in the Health and Human Services Agency-Business and Support Services Branch budget.

No Additional General Fund Impact Simple Majority Vote

C 4 Support Services-Risk Management

Approve and authorize the Chairman to sign a renewal agreement with RehabWest, Inc. in an amount not to exceed \$100,000 over the entire term of the agreement, to provide utilization review services to the Workers' Compensation unit of Risk Management, for a period of one year beginning October 1, 2019 with two automatic one-year renewals.

No Additional General Fund Impact Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 5 Health and Human Services Agency-Public Health

Approve and authorize the Chairman to sign a retroactive renewal agreement with Stericycle, Inc. in an amount not to exceed \$62,100 to provide medical waste disposal services for the period July 1, 2019 through June 30, 2022.

No Additional General Fund Impact Simple Majority Vote

LAW AND JUSTICE

C 6 Probation

Approve and authorize the Chairman to sign a renewal agreement with Shasta County Child Abuse Prevention Coordinating Council in an amount not to exceed \$109,640 to provide AmeriCorps members to enhance various youth and family activities for the period October 1, 2019 through the final funding period of the North State Rural Assets Project grant, or December 31, 2020, whichever comes first.

No Additional General Fund Impact Simple Majority Vote

C 7 Probation

Health and Human Services Agency-Business and Support Services

Take the following actions to implement the Proposition 47 Grant Fund Program (Program): (1) Adopt a salary resolution, effective September 29, 2019, which amends the Shasta County Position Allocation List to add 1.0 Full-Time Equivalent Probation Assistant, with a sunset date of May 15, 2023, to carry out the obligations of the Program; (2) approve a budget amendment increasing appropriations and revenue by \$299,394 in the Probation budget; and (3) approve a budget amendment transferring appropriations from services and supplies to Transfer Out to Probation in the amount of \$125,000 in the Mental Health budget.

No Additional General Fund Impact 4/5 Vote

C 8 Sheriff

Adopt a resolution which recognizes that the circumstances and factors that led to the Board's February 19, 2019 ratification of a local emergency proclamation for February 2019 Winter Storms have not been resolved and that there is a need for continuation of the local emergency proclamation.

General Fund Impact Simple Majority Vote

C 9 Sheriff

Adopt a resolution which recognizes that the circumstances and factors that led to the Board's July 23, 2019 ratification of a local emergency proclamation for Igo-Ono Community Services District have not been resolved and that there is a need for continuation of the local emergency proclamation.

No General Fund Impact Simple Majority Vote

PUBLIC WORKS

C 10 Public Works

Approve and accept Tract No. 2012 Sleeping Bull Estates, Unit 2, a subdivision in the west Cottonwood area, Final Map filing.

No General Fund Impact Simple Majority Vote

C 11 Public Works

Support Services-Purchasing

Approve and authorize: (1) The Support Services Department-Purchasing Unit (County Purchasing) to establish a vehicle price list for the remainder of Fiscal Year (FY) 2019-20 based on the lowest responsive bids; (2) County Purchasing to award Request for Bid (RFB) No. 20-06 for the purchase of Law Enforcement Vehicles to Crown Motors for 2020 Dodge Charger, 2020 Dodge Durango Pursuit, 2020 Ford Utility Interceptors, 2020 Ford F150 XL, 2020 Ford F150 Police Responders and 2020 Ford Police Responder Hybrid; (3) County Purchasing to award RFB No. 20-07 for the purchase of County Fleet Vehicles to: (a) Crown Motors for 2020 Ford Fusion sedans; and (b) SJ Denham for 2020 Chrysler Voyager 7-passenger van, 2020 Jeep Compass 5-passenger AWD SUVs and 2020

Dodge Durango SXT 7-passenger 4WD SUV; and (4) Fleet Management to purchase an estimated total of 17 of these vehicles for County Departments for the remainder of FY 2019-20.

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

CLOSED SESSION ANNOUNCEMENT

R 4 The Board of Supervisors will recess to a Closed Session to discuss the following items (est. 30 minutes):

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Name of Case: Hammerbeck, Richard Kevin v. County of Shasta, et al.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

Initiation of Litigation: One potential case

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:
09/24/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
10/01/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
10/01/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
10/08/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
10/10/2019	2:00 p.m.	Planning Commission Meeting	Board Chambers
10/15/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
10/22/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Constitution Week proclamation

DEPARTMENT: Board Matters

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a proclamation which designates September 15-21, 2019 as "Constitution Week" in Shasta County (Supervisor Moty).

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

This proclamation has been requested by the Major Pierson B. Reading Chapter of the National Society of Daughters of the American Revolution.

FINANCING

N/A

ATTACHMENTS:

Description	Upload Date	Description
Constitution Week Proclamation	8/20/2019	Constitution Week Proclamation

Shasta County Board of Supervisors Proclamation

Constitution Week
September 15-21, 2019

WHEREAS, in order to secure the blessings of liberty and self-government for themselves and their posterity, our Founding Fathers ordained and established a constitution for the United States of America; and

WHEREAS, it is of the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to support, preserve, and defend it against all enemies; and

WHEREAS, the anniversary of the Signing of the Constitution provides an opportunity for all Americans to realize the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities it secured; and

WHEREAS, the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during **Constitution Week**, as designated by proclamation of the President of the United States of America in accordance with Public Law 915;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims the week of September 15-21, 2019 as **Constitution Week** in Shasta County and urges all our citizens to consider and appreciate the many benefits of our Federal Constitution and American citizenship.

Leonard Moty, Chairman

September 17, 2019

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: PRESENTATIONS-2.

SUBJECT:

County communications update.

DEPARTMENT: Presentation

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Lawrence G. Lees, County Executive Officer

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

RECOMMENDATION

Receive a presentation from Chief Deputy Clerk of the Board Mary Williams regarding countywide communications efforts.

SUMMARY

N/A.

DISCUSSION

At recent meetings, members of the Board of Supervisors have emphasized the importance of communicating County information effectively and accessibly. Staff have looked into a number of options and would like to update the Board on the proposed path forward to improve countywide communications efforts.

ALTERNATIVES

N/A.

OTHER AGENCY INVOLVEMENT

Information Technology and Health and Human Services Agency-Community Relations have provided input and assistance with these efforts.

FINANCING

There is no additional General Fund impact associated with these efforts.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: Consent - General Government-1.

SUBJECT:

Establish a ten member citizen committee to serve as an interview panel for the County Executive Officer recruitment.

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?
2/3 Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Establish a temporary advisory citizen committee, composed of ten members, to interview candidates for the County Executive Officer position and make recommendations to the Board of Supervisors; and (2) authorize each Board member individually to appoint two persons to the citizens committee.

SUMMARY

N/A

DISCUSSION

Each Board member individually will appoint two persons to serve on the ten member citizen committee to conduct interviews of the qualified candidates for the position of County Executive Officer. The citizen committee will interview the qualified candidates and provide recommendations to the Board for consideration.

ALTERNATIVES

The Board may choose to not to approve this recommendation or to revise it.

OTHER AGENCY INVOLVEMENT

The County Administrative Office and County Counsel have reviewed this recommendation.

FINANCING

There is no additional general fund impact from the recommended action.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: Consent - General Government-2.

SUBJECT:

Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. :

DEPARTMENT CONTACT: John Sitka, Deputy Clerk of the Board, (530) 225-5550

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

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

RECOMMENDATION

Approve the minutes of the meeting held on September 10, 2019, as submitted.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description	Upload Date	Description
Draft Minutes 9-10-19	9/13/2019	Draft Minutes 9-10-19

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SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, September 10, 2019

REGULAR MEETING

9:03 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 - John Sitka
Administrative Board Clerk - Kristin Gulling-Smith

INVOCATION

Invocation was given by Pastor Jim Jarrett, Calvary Chapel.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

SEPTEMBER 2019 EMPLOYEE OF THE MONTH
CHILD SUPPORT SERVICES
CHILD SUPPORT SPECIALIST III ASHLEY SAELEE

244

September 10, 2019

RESOLUTION NO. 2019-080

At the recommendation of Terri Morelock, Director of Child Support Services, and by motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2019-080 which recognizes Shasta County Child Support Services Department, Child Support Specialist III, Ashley Saelee as Shasta County's Employee of the Month for September 2019.

(See Resolution Book No. 63)

PUBLIC COMMENT PERIOD - OPEN TIME

Edmond Baier spoke on the fire risks associated with wind turbines and in support of the Citizens in Opposition to the Fountain Wind Project.

Beth Messick spoke on concerns surrounding the proposed Fountain Wind Project in Shasta County.

William Gilbert spoke on personal grievances with the Child Support Services department.

Edward A. Condit requested a cost assessment to procure a backup generator to augment the water system in the County Service Area No. 6-Jones Valley area.

In response to Mr. Condit's request, Supervisor Rickert asked Mr. Condit to speak with Public Works Director Pat Minturn to discuss the issue in further depth.

Lisa MacDonald spoke in opposition of the proposed Fountain Wind Project in Shasta County based on the environmental impact.

Brenda Woods voiced concerns over the lack of effective resources in Shasta County to address mental health and homelessness.

Ryan Woods spoke on issues with systematic accountability and the ineffectiveness of mental health and drug programs.

Maggie Osa spoke in opposition of wind turbines within Shasta County.

Monique Welin advocated for changes within the County to address mental health issues.

Nick Gardner requested support for speedbumps to slow down residential traffic in Redding.

Dolores Lucero spoke on personal grievances with the County.

September 10, 2019

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CONSENT CALENDAR

By motion made, seconded (Morgan/Rickert), and unanimously carried (except for the CGL Companies, LLC agreement noted below where Supervisor Baugh voted no), the Board of Supervisors took the following actions, which were listed on the Consent Calendar:

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the Loan Agreement and Promissory Note Secured by Deed of Trust with the Veterans Housing Development Corporation to provide predevelopment financing for the Shasta Lake Villages housing project which extends the term of the loan and establishes a new maturity date from May 7, 2019 to June 1, 2020, and retains the loan amount of \$248,000. (Administrative Office)

Adopted Resolution No. 2019-081 which authorizes a loan from the County's General Fund to Burney Fire Protection District in the amount of \$125,000 to be repaid from the December 2019 secured property tax apportionment. (Administrative Office)

(See Resolution Book No. 63)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with CGL Companies, LLC (CGL) to: (1) Extend the due date for the submission of the final report from May 24, 2019 to September 30, 2019, or within 60 calendar days after CGL presents a draft report to the Board; and (2) modify the agreement end date to December 3, 2019, or thirty calendar days after County processes the final payment, whichever occurs first. Supervisor Baugh voted against the agreement. (Administrative Office)

Approved and authorized the Chairman to sign an agreement with Michael Baker International, Inc. in an amount not to exceed \$49,120 to draft an Environmental Impact Report for the U.S. Department of Agriculture Animal and Plant Health Inspection Service - Wildlife Services (USDA APHIS-WS) program in Shasta County for the period date of signing through July 31, 2020. (Agricultural Commissioner/Sealer of Weights and Measures)

Approved and authorized the Chairman to sign the County claims list in the amount of \$38,517.50 as submitted. (Auditor-Controller)

Adopted Resolution No. 2019-082 which approves the Fiscal Year 2019-20 Countywide Tax Rate, Unitary Debt Service Rate, and the tax rates for bond sinking funds, voter-approved debt, and tax overrides. (Auditor-Controller)

(See Resolution Book No. 63)

Approved the minutes of the meetings held on August 13, 2019, and August 20, 2019, as submitted. (Clerk of the Board)

Approved and authorized the Chairman to sign a retroactive agreement with DFM Associates in an amount not to exceed \$6,000 per month (paid in advance) to provide election software and support services for the period July 1, 2019 through June 30, 2021, with two automatic one-year renewals. (County Clerk/Elections)

Approved and authorized the Chairman to sign a retroactive renewal agreement with North Valley Behavioral Health, LLC in an amount not to exceed \$2,000,000 to provide inpatient psychiatric services for the period July 1, 2019 through June 30, 2022. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign retroactive renewal agreements with two Federally Qualified Health Centers located in Shasta County to provide outpatient mental health services for the period July 1, 2019 through June 30, 2022: (1) Mountain Valleys Health Centers in an amount not to exceed \$270,608.30; and (2) Shingletown Medical Center in an amount not to exceed \$318,362.70. (Health and Human Services Agency-Adult Services)

Took the following actions regarding the evergreen Partnership HealthPlan of California agreement with no maximum compensation for the coordination and provision of Medi-Cal services in Shasta County: Ratified the Branch Director's signature on the first amendment effective December 4, 2014 which added pediatric immunizations and vaccination services; ratified the Health and Human Services Agency Director's signature on the second amendment effective January 6, 2016 which added supplemental substance abuse benefits; and approved and authorized the Chairman to sign a retroactive amendment, effective July 1, 2019, which replaces Attachment D, Supplemental Substance Abuse Benefit Description, to add alcohol and drug treatment and prevention services, retaining the effective date September 1, 2013. (Health and Human Services Agency-Adult Services)

Ratified the Health and Human Services Agency Director's signature on a subordination agreement with California Housing Finance Agency (Cal HFA), effective August 27, 2019, to allow County's Mental Health Services Act loan documents priority over Cal HFA loan documents for the Woodlands II permanent supportive housing project. (Health and Human Services Agency-Office of the Director)

Approved and authorized the: Chairman to sign: a renewal agreement, Number 19-10189, with the California Department of Public Health (CDPH) in an amount not to exceed \$5,412,066 to continue funding for the operation of the Women, Infants, and Children (WIC) Supplemental Nutrition Program for the period October 1, 2019 through September 30, 2022; the California Civil Rights Laws Attachment (CDG OLS 04); and the Contractor Certification Clause (CCC 04/2017); and Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign amendments, including retroactive, and other related documents that do not result in a change of more than fifteen percent of the maximum amount payable under this agreement, and to execute the CDPH Contractor's release form at the end of the contract term. (Health and Human Services Agency-Regional Services)

September 10, 2019

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Approved and authorized the Chairman to sign a subrecipient agreement with Training, Employment, & Community Help, Inc. in an amount not to exceed \$22,260.82 utilizing Homeless Emergency Aid Program (HEAP) funding for Capital Improvements for the period July 1, 2019 through June 30, 2021. (Housing and Community Action Programs)

Approved and authorized the Chairman to sign a retroactive evergreen agreement with Lexipol, LLC in an annual advance payment amount of \$13,242 (subject to modification in future years) for the subscription of Law Enforcement Policy Manual, updates, and support, effective August 1, 2019. (District Attorney)

Approved and authorized the Chairman to sign a retroactive amendment to the Community Prosecution Program Memorandum of Understanding with the City of Redding to provide funding in the amount of \$200,000 (\$100,000 from the City of Redding and \$100,000 from the County) and extend the term to June 30, 2020. (District Attorney)

Approved a budget amendment decreasing appropriations in the amount of \$2,285,000 within the Roads budget. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “Olinda Road Cycle 5 Widening Project,” Contract No. 702977, and record it within 15 days of actual completion. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the “Guardrail Repair (Creek Fire) Project,” Contract No. 704045, and record it within 15 days of actual completion. (Public Works)

On behalf of County Service Area (CSA) 17-Cottonwood Sewer, took the following actions: Awarded to the lowest responsive and responsible bidder, Gateway Pacific Contractors, Inc., on a unit cost basis for the base bid, the contract for construction of the “Wastewater Treatment Plant Improvement Project,” Contract No. 610498, in the amount of \$4,758,782; and adopted Resolution No. 2019-083 which authorizes the General Fund to fund project expenditures when the CSA No. 17-Cottonwood Sewer Admin Fund is in a negative cash position pursuant to Government Code Section 25214.3. (Public Works)

(See Resolution Book No. 63)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS’ REPORTS

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

Supervisor Chimenti recently attended the Community Corrections Partnership (CCP) Executive meeting.

Supervisor Rickert requested an update on wind turbines and expressed concern about the lack of availability for volunteer firefighters in the intermountain areas of the County.

In response to Supervisor Rickert, CEO Lees mentioned that there were past difficulties obtaining volunteer firefighters, but a creative solution is being worked out with Fire Chief Gouvea to address the lack of volunteer firefighters within the County. CEO Lees stated he would bring the issue back to the Board for discussion.

Supervisor Morgan noted his agreement with Supervisor Rickert in regards to more thoroughly addressing the Fountain Wind Project on a future agenda. He also supported Mr. Condit's request to procure a backup generator for CSA No.6-Jones Valley.

In response to Supervisor Rickert and Supervisor Morgan, CEO Lees explained that there are potential legal issues surrounding a moratorium on a project that has already begun and he has directed staff to examine the County's options when addressing both existing and future projects.

Supervisor Baugh thanked Fire Chief Gouvea, and other Shasta County first-responders, for recent efforts in containing the Mountain Fire and saving lives within the community.

Supervisor Moty recently attended meetings of the California State Association of Counties (CSAC) and Sacramento River Forum.

Shelley Forbes, Assistant Director of Support Services, offered an update on applications for the County Executive Officer position. She reported 21 applications for the position at the closure of the application date on September 6, 2019.

Supervisors reported on issues of countywide interest.

SCHEDULED HEARINGS

COUNTY COUNSEL

SPECIAL PUBLIC SAFETY TRANSACTIONS AND USE TAX PROPOSED ORDINANCE & RESOLUTION

September 10, 2019

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This was the time set to conduct a public hearing to consider the introduction of a Special Public Safety Transactions and Use Tax ordinance and resolution to put the Public Safety Transactions and Use Tax on the March 3rd, 2020, ballot. County Counsel Rubin E. Cruse, Jr. presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

Mr. Cruse explained that the proposed ordinance would adopt a special transactions and use tax in the amount of 1% to be used for public safety purposes in both unincorporated and incorporated cities of the County. In addition, the proposed resolution would call for impartial analysis by the County Counsel department and review by the Auditor-Controller before placing the ordinance on the ballot for March 3rd, 2020. Mr. Cruse stated the proposed ordinance was originally introduced on August 13, 2019, and was amended to address costs associated with third-party audits and a reallocation of revenue.

In response to questions from Supervisor Morgan, Mr. Cruse stated the current language in the proposed ordinance is standard for the State of California when defining a unanimous vote. Mr. Cruse added that modifying the language could be done but may not be necessary.

In response to questions from Supervisor Baugh, CEO Lees explained that the current language stating "all board members" is ideal in case there is a vacancy on the Board of Supervisors during a future voting period. Mr. Cruse stated he would have to further research the language incorporated within the proposed ordinance to provide greater clarity on the language's flexibility.

Supervisor Rickert expressed concern over a section within the proposed ordinance and requested health and rehabilitation programs be listed separately.

The public hearing was opened.

Stan Neutze, Matt Arrowsmith, Monique Welin, and Nancy Johnsen spoke in favor of the proposed public safety transactions and use tax.

Michael Dacquisto spoke in favor of the proposed public safety transactions and use tax, and suggested modifications to the language of the proposed ordinance.

Janice Powell voiced concerns with certain passages within the proposed ordinance, but still offered support of the proposed public safety transactions and use tax.

Dolores Lucero spoke in opposition of the proposed public safety transactions and use tax.

Public Defender William Bateman spoke on issues concerning the Conflict Public Defender within the proposed ordinance's language and recommended that allocation to the Conflict Public Defender be removed.

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September 10, 2019

In response to questions from Supervisor Chimenti, Mr. Bateman explained how the Conflict Public Defender handles clients that may present a conflict of interest in legal proceedings with the Public Defender.

Supervisor Baugh, Supervisor Morgan, and Supervisor Rickert expressed agreement for removal of the specific reference cited by Mr. Bateman.

In response to questions from Supervisor Baugh, Mr. Cruse confirmed that the proposed ordinance would not become effective until given a two-thirds majority vote by voters in Shasta County. Mr. Cruse also confirmed that none of the Supervisors had a conflict of interest for voting on the proposed ordinance, as the public safety transactions and use tax was meant strictly for public benefit and not personal benefit.

The public hearing was closed.

CEO Lees acknowledged the City of Redding for their letter of unanimous support for the proposed public safety transactions and use tax.

By consensus, the Board directed staff to remove the reference cited by Mr. Bateman regarding the Conflict Public Defender.

By consensus, the Board directed CEO Lees and Mr. Cruse to address Supervisor Rickert's concerns and modify the language to emphasize rehabilitation programs.

In response to questions from Supervisor Baugh, Mr. Cruse clarified that the deadline for completion and approval of the proposed ordinance is no later than early December.

Supervisor Morgan stated his interest in seeing the proposed ordinance specifically require five Board members to vote unanimously for changes to the public safety transactions and use tax. Mr. Cruse explained that, under Supervisor Morgan's suggested change to the proposed ordinance, a vacancy on the Board meant that no action could be taken to change the public safety transactions and use tax.

A motion was made and seconded (Chimenti/Morgan) to change the proposed ordinance's language to "five" Board members instead of "all" Board members needed to make changes to the public safety transactions and use tax.

The motion failed by the following vote:

AYES: Supervisors Chimenti and Morgan

NOES: Supervisors Moty, Rickert, and Baugh

The Supervisors discussed the ordinance's proposal to establish an oversight committee for the proposed public safety transactions and use tax. Supervisor Baugh supported adding more

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representation to the City of Shasta Lake and the City of Anderson, while Supervisor Rickert requested representation from the intermountain areas of eastern Shasta County. Mr. Cruse elaborated that the oversight committee would serve in advisory capacity to the Board and committee members would be selected by resolution of the Board. Mr. Cruse further explained that the proposal only set a minimal number of members on the oversight committee, with the option to add and select more through a Board resolution.

By motion made, seconded (Baugh/Chimenti), and unanimously carried, the Board of Supervisors added one member for the City of Anderson and one for the City of Shasta Lake for a minimum of nine members to be appointed to the oversight committee.

Mr. Cruse discussed the comments and revisions suggested by Mr. Dacquito and stated that the current language in the proposed ordinance is sufficient to prevent the public safety transactions and use tax from supplanting other funds.

In response to questions from Supervisor Baugh and Supervisor Moty, Mr. Cruse stated that the proposed ordinance language originates from state law. Mr. Cruse further stated the Board had the flexibility and authority to change program allocations by unanimous vote.

By consensus, the Board directed Mr. Cruse to modify the proposed ordinance's language to allow the Board of Supervisors to address any violations or non-conformities with a majority vote.

Supervisor Chimenti requested to include additional language on the ballot measure which would cover medication-assisted treatment, rehabilitative services, and alternatives to County Jail and incarceration. By consensus, the Board directed staff to make these changes.

By motion made, seconded (Chimenti/Rickert), and unanimously carried, the Board of Supervisors directed staff to make changes to the proposed ordinance pursuant to the discussion held by the Board and bring the ordinance back to the Board no later than October 1, 2019.

11:44 a.m.: The Board of Supervisors recessed.

1:45 p.m.: The Board of Supervisors reconvened.

CLOSED SESSION ANNOUNCEMENT

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

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Confer with legal counsel to discuss one case of anticipated litigation, pursuant to Government Code section 54956.9, subdivision (d), paragraph (4)); and

Discuss public employment (County Executive Officer), pursuant to Government Code section 54957

1:46 p.m.: The Board of Supervisors recessed to Closed Session.

3:35 p.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 anticipated litigation and public employment; however, no reportable action was taken.

3:35 p.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: Consent - General Government-3.

SUBJECT:

Salary Resolution which amends the Shasta County Position Allocation List.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a salary resolution, effective September 29, 2019, which amends the Shasta County Position Allocation List to delete 2.0 Full-Time Equivalent (FTE) Agency Staff Services Analyst I/II positions and add 2.0 FTE Staff Services Analyst I/II positions in the Health and Human Services Agency-Business and Support Services Branch budget.

SUMMARY

N/A

DISCUSSION

The proposed recommendation is a modification to the Shasta County Position Allocation List. The Health and Human Services Agency 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 Health and Human Services Agency. The County Administrative Office has reviewed this recommendation.

FINANCING

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

ATTACHMENTS:

Description

Upload Date

Description

Salary Resolution

9/5/2019

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 September 29, 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>
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HEALTH SERVICES-HHSA – Cost Center 502DELETE

	Agency Staff Servs Analyst I or	C	2	2.0	2181	UPEC	425	3208	4095
	Agency Staff Servs Analyst II	C			3165	UPEC	455	3714	4740

ADD

60	Staff Services Analyst I or	C	2	2.0		UPEC	425	3208	4095
60	Staff Services Analyst II	C				UPEC	455	3714	4740

DULY PASSED AND ADOPTED this 17th day of September, 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: September 17, 2019

CATEGORY: Consent - General Government-4.

SUBJECT:

Renewal Agreement with RehabWest, Inc. to provide utilization review services to the Shasta County Risk Management, Workers' Compensation unit.

DEPARTMENT: Support Services-Risk Management

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 RehabWest, Inc. in an amount not to exceed \$100,000 over the entire term of the agreement, to provide utilization review services to the Workers' Compensation unit of Risk Management, for a period of one year beginning October 1, 2019 with two automatic one-year renewals.

SUMMARY

N/A

DISCUSSION

Shasta County Risk Management contracts with a third party vendor to provide Utilization Review (UR) services. The UR vendor reviews treatment requests submitted by medical providers to confirm whether or not the proposed treatment is appropriate and is supported by evidence based, medical treatment guidelines. RehabWest, Inc. utilizes credentialed medical professionals to process these reviews, and only a licensed physician can modify or deny a treatment request. UR is mandated by California Labor Code 4610.

ALTERNATIVES

The Board may choose not to approve the agreement and/or make changes to the agreement. The Board may request additional information from staff.

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no additional general fund impact from this agreement. Costs associated with this agreement are included in the department’s Fiscal Year 2019-20 Adopted Budget and will be included in future proposed budgets.

ATTACHMENTS:

Description	Upload Date	Description
Rehab West Inc - 2019-2022	9/9/2019	Rehab West Inc - 2019-2022

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
REHAB WEST, INC. TO PROVIDE UTILIZATION REVIEW SERVICES**

This agreement is entered into between the County of Shasta, through its Department of Support Services, Risk Management Unit, a political subdivision of the State of California ("County") and Rehab West, Inc. ("Consultant") for the purpose of providing Utilization Review (UR) services (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Work only with Credentialed Providers under this agreement. "Credentialed Providers" are medical professionals who have obtained and maintain the required standard credentials to whom Consultant has performed its standard credentialing process. Consultant shall also verify that the Credentialed Providers meet all applicable statutory and/or legal requirements regarding who is qualified to perform a UR, Peer Review, or Medical Record Review (MRR).
- B. Ensure that the MRR is assigned to a Credentialed Provider within two business days of receipt of County's request or in accordance with applicable State law.
- C. Copy required medical records for the Peer Review, UR or MRR as provided by the County's file handler or legal office. Consultant will obtain additional medical records as requested by County.
- D. Deliver to County completed UR determinations or Peer Review reports, by both fax and e-mail, within the specified timeframes required by Section 4610(g)(1) of the Labor Code. Prior to such delivery to County, Consultant shall complete its quality review of such report.
- E. Provide to County quarterly activity reports within seven business days following each calendar quarter.
- F. Provide to County audit preparation documents and generation of reports for audits conducted by the State.
- G. Provide ongoing trainings, and hard copy and/or electronic instructional materials as requested by County.

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. Submit a request for Peer Review, UR or a MRR via fax, or electronically via Consultant's website, if applicable.
- C. Have the right to nominate medical professionals as candidates for addition to a panel of Credentialed Providers provided by Consultant, subject to such medical professionals being credentialed by Consultant as Credentialed Providers.
- D. Have the right, with written notice to Consultant, to request that Consultant cease using a specific medical professional from the Credentialed Panel for County's claimants. Upon receipt of such notice from County, Consultant shall promptly cease using the specified medical professional.

Section 3. COMPENSATION.

- A. Consultant shall be paid for the services described in this agreement as indicated on Attachment A, attached hereto and incorporated herein.
- B. In no event shall total compensation paid to Consultant pursuant to this agreement exceed \$100,000 over the entire term of this agreement, including any renewal terms as provided for in section 5 of this agreement.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to County, by the 15th day of each month, 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 October 1, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the

following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

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

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. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Consultant is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims
- E. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

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

Section 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
1450 Court Street, Suite 348
Redding, CA 96001
Phone: (530) 225-5515
Fax: (530) 225-5345

If to Consultant: Rehab West, Inc.
277 Rancheros Drive, Suite 370
San Marcos, CA 92069
Phone: (760)759-7500
Fax: (760) 796-7564

- F. 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.
- G. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills,

knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 27. USE OF COUNTY PROPERTY.

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

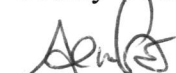
LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

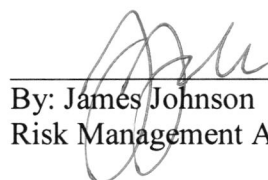
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

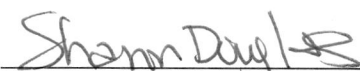
 8/29/19
By: Adam Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

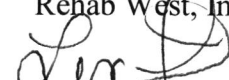
 08/30/19
By: James Johnson
Risk Management Analyst III

CONSULTANT

Date: 8-26-2019

By: 
Sharon Douglas, CEO
Rehab West, Inc.

Date: 8/26/2019

By: 
Lisa Paroly, Director
Rehab West, Inc.

Tax I.D.#: 95-3422164



R E H A B W E S T

277 Rancheros Drive Suite 370 • San Marcos CA 92069-2982
P: 760.759.7500 F: 760.796.7564 www.RehabWest.com

Utilization Review Levels – County of Shasta Attachment A Effective 10-1-2019

Level 1 - \$228 Flat Rate

- Uncomplicated statutory reviews (prospective, retrospective, etc.) that **do not** include a specialty match or peer to peer conversation.
- Reviews that require a specialty match or lack of information letter.
- Reviews for which RWI makes up to two phone calls to obtain a document necessary to effectively complete the review or clarify information regarding the request.

Level II – \$259 Flat Rate

- Reviews containing **three or more** requested treatment items (e.g. surgery, post-op PT, DME).
- Reviews for which RWI makes **more than** two phone calls to obtain a document necessary to effectively complete the review or clarify information regarding the request.

Level III – Actual Time

Billed at .1 (6 minutes) increments for nurse time \$95 per hour and .25 (15 minutes) increments for doctor time at \$250 per hour.

- Complicated surgical reviews.
- All Claims Requested Reviews.
- All peer to peer conversations.
- Reviews for which comment on claims issues is requested (e.g. AOE/COE, Future Medical Care, Claim Expansion, etc.).

Provision of Independent Medical Review Form (IMR)

Billed at .1 (6 minutes) increments at \$80 per hour.

- County to provide WCIS number at time of referral for inclusion on the IMR form.
- For all of the above, County to provide accurate claim demographic information to include status of the entire claim as well as compensability details of body part(s) accepted, delayed and denied.

County of Shasta – Attachment A 2019

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277 Rancheros Drive Suite 370 • San Marcos CA 92069-2982 • P: 760.759.7500 • F: 760.796.7564 • www.RehabWest.com

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

AGREEMENT WITH STERICYCLE, INC

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. : All

DEPARTMENT CONTACT: Brandy Isola, MPH, Interim Public Health Branch Director, (530) 245-6869

STAFF REPORT APPROVED BY: Brandy Isola, MPH, Interim Public Health Branch Director

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 Stericycle, Inc. in an amount not to exceed \$62,100 to provide medical waste disposal services for the period July 1, 2019 through June 30, 2022.

SUMMARY

This renewal agreement will allow the Health and Human Services Agency – Public Health Branch to continue the collection and proper disposal of used syringes and other medical waste supplies generated through the laboratory and communicable disease prevention activities.

DISCUSSION

The Health and Human Services Agency (HHSA)-Public Health Branch contracts for medical waste disposal services including materials generated through the provision of immunizations to members of the public, laboratory specimen testing for Shasta and surrounding counties, and used syringes, also known as ‘sharps,’ collected at kiosks located throughout the county. The syringe disposal services program receives and removes used and contaminated sharps from the community, reducing the risk of transmission of blood borne pathogens such as human immunodeficiency virus (HIV), hepatitis B, hepatitis C, and other pathogens. Syringe collection grew by 48% between 2013 and 2018. In the 12/13 fiscal year, an average of 308 pounds of sharps per month were removed from the community. The average grew to 457 pounds per month in fiscal year 17/18. Since its inception, the program has removed more than 15 tons (30,000 pounds) of contaminated sharps from the county. Removing used and contaminated needles from the community is best practice in the field of public health to protect law enforcement and community members.

ALTERNATIVES

Alternatives include directing the department to renegotiate all or part of the terms of the agreement or seek alternative ways to

collect medical waste and used syringes.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The funds and appropriations associated with the recommendation have been included in the department’s Fiscal Year 2019-20 Adopted Budget and will be included in subsequent years. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Stericycle Agreement	8/30/2019	Stericycle Agreement

No Withholding

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

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, Public Health Branch, a political subdivision of the State of California ("County") and Stericycle, Inc. a Delaware Corporation registered in the State of California ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of providing medical waste disposal.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide a minimum of five 37-gallon containers for collection and disposal of bio-hazardous Sharps. Consultant shall pick up the containers from the Health and Human Services Agency ("HHSA") Public Health Laboratory located at 2650 Breslauer Way, Redding, CA 96001, once per week between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays. Consultant shall provide a replacement 37-gallon Sharps disposal container and hazardous waste plastic bag liner for each 37-gallon container picked up.
- B. Provide one 37-gallon container for collection and disposal of bio-hazardous Sharps. Consultant shall pick up the container from the HHSA Adult Services Branch located at 2640 Breslauer Way, Redding, CA 96001, once every four weeks between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays. Consultant shall provide a replacement 37-gallon Sharps disposal container and hazardous waste plastic bag liner for each 37-gallon container picked up.
- C. Provide disposal service of the 7-10 one-gallon containers for community-based kiosks ("kiosks") at the locations and frequencies listed in Exhibit A, attached and incorporated herein.
- D. Provide County with the weight of each container collected pursuant to Section 1.A. through section 1.D.
- E. Charge County a No Waste Fee if County fails to provide notification a minimum of seven days in advance that a location where a Sharps container is located will not be open or a kiosk is inaccessible on a day regularly scheduled for Sharps Pickup.
- F. Charge County a No Waste Fee if Sharps container is empty when scheduled pick up is attempted at a site. At sites with multiple containers, a No Waste Fee will only be charged if all containers located at that site are empty.

Section 2. RESPONSIBILITIES OF COUNTY.

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

No Withholding

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. Monitor Consultant's performance to assure compliance with terms, conditions, and specifications of the agreement.
- C. Provide 7-10 one-gallon bio-hazardous Sharps disposal containers, as needed, to replace each bio-hazard Sharps disposal container that is picked up at the kiosks by Consultant pursuant to Exhibit A.
- D. Notify Consultant a minimum of seven days in advance if the location where a Sharps container is located will not be open on a day regularly scheduled for Sharps pickup.
- E. Provide notification to Consultant from the Director of Health and Human Services Agency or his/her designee, in writing and in advance, if the pick-up schedule frequencies or locations specified in Exhibit A need to be revised.

Section 3. COMPENSATION.

- A. Consultant shall be paid the following rates for services satisfactorily completed in accordance with the terms of this agreement:
 - 1) \$44.50 per 37-gallon container, plus the California Assembly Bill (AB) 1807 Fee for toxic air contaminant and control program, for the services described in Sections, 1.A. and 1.B.
 - 2) \$34.50 per 7-10 one-gallon container, plus the California AB 1807 Fee for toxic air contaminant and control program, for the services described in Section 1.C.
- B. Consultant shall be paid a No Waste Fee of \$34.50 in the event the County fails to notify Consultant a minimum of seven days in advance of a regularly scheduled Sharps pickup day that a site is closed or inaccessible. Consultant shall also be paid a No Waste Fee of \$34.50 for any location the Sharps container is empty on a regularly scheduled Sharps pickup day. For sites with multiple containers, Consultant will only be paid a No Waste Fee if all containers located at that site are empty.
- C. In no event shall the maximum amount payable to Consultant by County exceed \$62,100 for the entire term of the agreement.
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- E. During the term of this agreement, the Director of HHSA or his/her designee may approve, in writing and in advance, changes in the Sharps containers pick-up schedule specified in Exhibit A, provided any change in schedule shall not increase the total compensation payable under this agreement.

No Withholding

- 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.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to HHSA Business and Support Service, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 10th of each month, an itemized billhead or invoice regularly used in the conduct of business of the Consultant along with any supporting documentation and/or receipts. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

- A. This agreement shall commence as of July 1, 2019 and shall end June 30, 2022.
- B. Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for the County's responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the

No Withholding

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

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, and including changes to the pick-up schedule in Exhibit A as listed in Section 3.E., that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

No Withholding

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

No Withholding

failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

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

No Withholding

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

No Withholding

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.

No Withholding

- 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,

No Withholding

permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

If to County: Branch Director
 HHSA Public Health
 Attn: Contracts Analyst
 2650 Breslauer Way
 Redding, CA 96001
 Phone: (530) 225-3761
 Fax: (530) 225-3743

If to Consultant: President
 Stericycle, Inc.
 4010 Commercial Avenue
 Northbrook, IL 60062
 Phone: (866) 978-3744
 Fax: (800) 507-8052

- 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.

No Withholding

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.

No Withholding

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

No Withholding

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: _____

Date: _____

RISK MANAGEMENT APPROVAL

By: _____

CONSULTANT

By: _____

Joseph Sagala, Government Specialist

Tax I.D.#: On file

**SHASTA COUNTY
HEALTH & HUMAN SERVICES AGENCY
PUBLIC HEALTH BRANCH**

Site Name	Site #	Frequency	Site Address	City	Zip Code
HHSa Public Health	6094323-001	Weekly	2650 Breslauer Way	Redding	96001-4246
HHSa Adult and Children's Services	6094323-002	Every 4 weeks	2640 Breslauer Way	Redding	96001-4246
Anderson	6094323-004	Every 4 weeks	2305 Balls Ferry Rd	Anderson	96007
Hartnell	6094323-005	Weekly	2455 Hartnell Ave	Redding	96002-2320
Airport - Redding	6094323-006	Every 4 weeks	8080 Airport Rd	Redding	96002-9445
Lake – Redding	6094323-007	Weekly	201 Lake Blvd	Redding	96003-2506
Churn Creek	6094323-008	Weekly	1330 Churn Creek	Redding	96003
Shingletown	6094323-009	Every 4 weeks	31268 Hwy 44	Shingletown	96088
Shasta Lake	6094323-010	Every 2 weeks	1621 McConnel Ave	Shasta Lake	96019-9582
Palo Cedro	6094323-011	Every 2 weeks	9348 Deschutes Rd	Palo Cedro	96073-8730
Anderson	6094323-012	Every 2 weeks	6719 Eastside Rd	Anderson	96007-9406

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: Consent - Law and Justice-6.

SUBJECT:

Agreement with Shasta County Child Abuse Prevention Coordinating Council for AmeriCorps Member Services for Juvenile Probation Programs

DEPARTMENT: Probation

Supervisory District No. : ALL

DEPARTMENT CONTACT: Tracie Neal, Chief Probation Officer (530) 245-6200

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with Shasta County Child Abuse Prevention Coordinating Council in an amount not to exceed \$109,640 to provide AmeriCorps members to enhance various youth and family activities for the period October 1, 2019 through the final funding period of the North State Rural Assets Project grant, or December 31, 2020, whichever comes first.

SUMMARY

The Probation Department is requesting to have the Shasta County Child Abuse Prevention Coordinating Council (CAPCC) continue to provide two Parent Partners and two Youth Partners to provide services in Juvenile Justice Crime Prevention Act (JJCPA) programs.

DISCUSSION

The Child Abuse Prevention Coordinating Council (CAPCC) was awarded an AmeriCorps grant directly from the Corporation for National and Community Service that is administered through Governor's Office as California Volunteers. The grant funds the AmeriCorps North State Rural Assets Project (NSRAP) to serve youth and families in our community and provides full-time and part-time AmeriCorps members who serve youth and families in their homes and community as Parent Partners and Youth Partners. Parent Partners provide mentoring and linkages to other needed community services. Youth Partners provide assistance to youth and families in developing social, behavioral and problem-solving skills, as well as everyday skills such as money management and time management. Members receive a monthly stipend as well as an education award at the end of their term of service.

Three programs in Probation funded by JJCPA have been developed to include the services of Parent Partners and Youth Partners. There were previously four programs, which included WINGS and WINGS II. These programs have been merged into one collaborative court program, called the Integrated Family Wellness Program, to maximize the use of resources and broaden the scope of youth and families served. Currently, there is one Parent Partner and one Youth Partners assigned to the

Wellness Program in addition to a mental health clinician and alcohol and drug counselor. The Wellness program is designed to encompass the populations previously served by WINGS and WINGS II, namely youth with DSM -5 Diagnosis, general mental health issues and substance abuse issues. The Wellness program works toward reducing recidivism, improving school attendance, minimizing the need for out of county placements and improving the family’s ability to cope with the minor’s behavioral and/or mental health issues. The Parent Partner is utilized to provide interventions to the families by role modeling, supporting development of parenting skills and identifying access to community resources outside the probation system. The Youth Partner is utilized to model skills that enable the youth to problem solve and engage in everyday positive social interactions. Probation is currently working with Child Welfare to further utilize the program while a youth is in placement to provide a better continuum of care and re-entry planning and services to both the youth and the family.

The Parent Project® program is a twelve-week course for parents that teaches them to understand and practice specific intervention and prevention strategies to eliminate destructive behavior in themselves and their children. A full-time Parent Partner is needed for role modeling and supporting development of parenting skills for the parents of juveniles involved with Probation.

The final Youth Partner works with youth and families assigned to the Gardening, Responsibility, Ownership of Self and Community Well Being (GROW) program. This program is a re-entry program for at-risk youth in detention and youth on furlough or released to their parent/guardians designed to lower the re-offense rate by promoting pro-social activities, providing noncriminal alternative activities, and reducing association with criminals by enhancing positive involvement and relationships with pro-social individuals from the community.

Through the AmeriCorps grant, CAPCC will provide up to four full-time equivalent (FTE) AmeriCorps members to work in Parent Partner and Youth Partner positions. Full-time members work 1,700 hours during the term of the agreement. Full-time AmeriCorps members’ costs are \$28,080 for a Parent Partner and \$24,640 for a Youth Partner.

In addition to the cost of the members, which is up to \$97,440, Probation will pay up to \$500 for pro-social activities and for mileage incurred by the members while performing Parent Partner and Youth Partner duties. Members are reimbursed at the rate set annually by the Internal Revenue Service. The department projects \$11,700 in approximate mileage reimbursement, which brings the total contract to \$109,640 for four members, pro-social activities, and contract related mileage.

The Parent Partners and Youth Partners are essential positions to the success of these programs to enhance the communication bridge between Probation decisions/actions and the affected youth and families. Families need to know and understand the system and programs they are assigned to or participating in so they can establish a role for themselves and monitor their own progress. Having a voice with the courts and program compliance allows families, parents especially, to have some control over outcomes. With peer-type workers, parents get a more personal and satisfying experience, and challenges to individual successes for youth and families are reduced.

ALTERNATIVES

The Board could decide not to approve the agreement or could request changes to the terms and conditions of the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The Probation Department’s Fiscal Year 2019-20 Adopted Budget includes funds appropriated for this agreement. There is no additional General Fund impact associated with this Recommendation.

ATTACHMENTS:

Description	Upload Date	Description
		CAPCC/AmeriCorps FY

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
SHASTA COUNTY CHILD ABUSE PREVENTION COORDINATING COUNCIL**

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Shasta County Child Abuse Prevention Coordinating Council, a California non-profit corporation ("Consultant") for the purpose of providing specialized AmeriCorps members to provide services as Parent Partners and Youth Partners to support Juvenile Justice Crime Prevention Act of 2000 (JJCPA) programs (collectively, the "Parties" and individually a "Party").

Section 1. DEFINITIONS.

- A. Collaborative Court Program is a specialty program utilizing the Wraparound model with a family centered focus. The program will serve youth who have a dual diagnosis or have issues with substance abuse. The program is a multi-agency approach and provides service and support for minors with mental health and drug and alcohol issues and their families.
- B. Eligible Youth means a child or adolescent who is a resident of Shasta County and who is: 1) high risk and/or at risk of foster care or group home placement; and 2) certified as eligible for Wraparound Interagency Network for Growth & Stability (WINGS) mental health services by a County mental health clinician; and 3) a minor under Section 790 of the Welfare and Institutions Code (W&IC) or a ward of the juvenile court.
- C. Gardening, Responsibility, Ownership of Self and Community Well Being (GROW) Program is a re-entry program for at-risk youth in detention and those youth on furlough or released to their parents/guardians designed to lower the re-offense rate by promoting pro-social activities, providing noncriminal alternative activities, and reducing association with criminals by enhancing positive involvement and relationships with pro-social individuals from the community.
- D. North State Rural Assets Project (NSRAP) is an AmeriCorps project that promotes the Five Protective Factors to encourage the reduction in the incidents of child abuse and neglect by creating safe, academically and socially enriched environments for high-risk children; developing community resources; and supporting parents to become self-sufficient.
- E. Parent Partner (AmeriCorps member) is a member of the AmeriCorps Program, employed or retained by Consultant, who meets the minimum qualifications of a Parent Partner as established by AmeriCorps. A Parent Partner provides assistance and support to parents of children receiving behavioral health services and provides feedback to the program related to parents' perceptions of the program as an opportunity for quality improvement.
- F. Youth Partner (AmeriCorps member) is a member of the AmeriCorps Program, employed or retained by Consultant, who meets the minimum qualifications of a

Youth Partner as established by AmeriCorps. A Youth Partner provided consistent, reinforcing environment and instruction to help Eligible Youth and/or their families.

- G. The Parent Project® is a parenting skills program specifically designed for parents of strong-willed children. Parents are provided with practical tools and no-nonsense solutions for even the most destructive of adolescent behaviors.
- H. WINGS program is Wraparound Interagency Network for Growth & Stability, a Shasta County Juvenile Probation program. WINGS is a multi-agency approach to provide service and support for minors with mental health issues and their families.
- I. Youth and Family Teams are family members and their community support persons that come together to create, implement and update a plan *with* the youth and family. The plan builds on the strengths of the youth and family, and addresses their needs, desires and dreams.

Section 2. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide to County and supervise up to four full-time equivalent (FTE) AmeriCorps members to provide direct intervention services to Eligible Youth and their families in their homes and in the community as directed by County. Full-time AmeriCorps members will serve 1,700 hours during the term of the agreement.
- B. Conduct site visits at Juvenile Probation to provide support to County's Site Supervisor and the NSRAP AmeriCorps members.
- C. Provide to County the results of the background check on each AmeriCorps member that includes Department of Justice, Federal Bureau of Investigation, and National Sex Offender Registry background information clearance.
- D. Provide NSRAP specific training for AmeriCorps members. AmeriCorps members may spend up to 20 percent of their service hours in training and the remaining hours must be spent in service to the responsibilities set forth in this agreement.
- E. Ensure that AmeriCorps members will follow the service guidelines set forth in each specific AmeriCorps member description and AmeriCorps member contract.
- F. Provide direct Parent Partner services to Eligible Youth and their families for the WINGS/ Collaborative Court programs as follows:
 - (1) Role modeling;
 - (2) Role-playing activities with families;
 - (3) Socialization skills training;
 - (4) Supporting development of parenting skills;

- (5) Providing behavioral interventions that result in successfully linking the youth to the community;
 - (6) Assisting family to identify and access community-based resources appropriate to the individual youth and family needs;
 - (7) Providing interventions for youth and families that support the family's individualized case plan;
 - (8) Assisting the family in determining who will make up the Youth and Family Team (Team) and contacting people to participate on the Team as needed for requested by family; and
 - (9) Assisting parents to find respite and childcare services as needed.
- G. Under the guidance of a probation officer, provide direct Parent Partner services to Eligible Youth and their families who are going through the Intake process and/or involved in The Parent Project® program in their homes and community as follows:
- (1) Role modeling;
 - (2) Role playing activities with families;
 - (3) Socialization skills training;
 - (4) Supporting development of parenting skills;
 - (5) Providing behavioral interventions that result in successfully linking the youth and family to the community;
 - (6) Assisting family to identify and access community-based resources appropriate to the individual youth and family's needs;
 - (7) Assisting the family in determining who will make up the Youth and Family Team and contacting people to participate on the Team as needed or requested by the family;
 - (8) Assisting in implementing The Parent Project® curriculum and in securing community based resources as outlined in the Eligible Youth's case plan;
 - (9) Accessing community-based resources appropriate to the individual youth and his/her family's needs;
 - (10) Providing interventions for youth and their families that support individualized case plan objectives;
 - (11) Participating in work groups, special projects and training;
 - (12) Assisting parents in the development and coordination of The Parent Project® support groups;
 - (13) Assisting parents to find respite and childcare services as needed;
 - (14) Linking parents to other needed community resources to strengthen their families; and
 - (15) Increase level of engagement of participants in The Parent Project® Program education class.
- H. Under the guidance of a probation officer, provide direct Youth Partner services to Eligible Youth and their families in the WINGS/Collaborative Court and GROW programs in their homes and community as follows:
- (1) Role modeling;
 - (2) Role playing activities with youth;
 - (3) Socialization skills training;

- (4) Providing behavioral interventions that result in successfully linking the youth to the community;
- (5) Assisting youth and families to identify and access community-based resources appropriate to the individual youth's interests and needs and commensurate with Probation's philosophical principles;
- (6) Providing interventions for Eligible Youth and their families that support the family's individualized case plan;
- (7) Assisting the family in determining who will make up the Youth and Family Team and contacting people to participate on the Team as necessary needed or requested by the family;
- (8) Integrating youth into positive socially and developmentally appropriate activities including, but not limited to, recreational activities, job or vocational training, and options for education; and
- (9) Teaching skills that enable youth to problem solve and engage in everyday positive social interactions. These skills include, but are not limited to the following:
 - a. Money management, such as budgeting and shopping skills
 - b. How to use public transportation
 - c. Time management skills to help with scheduling activities (i.e., household chores, appointments, etc.)
 - d. Drug and Alcohol prevention
 - e. Pregnancy prevention
 - f. How to avoid incarceration
 - g. Following family rules
 - h. Communication techniques to manage family disagreements
 - i. Coping skills to deal with stressful situations such as day-to-day disappointments and family disagreements

- I. The performance goals and outcome measures are individual for each of the Eligible Youths and their families who participate in the WINGS/Collaborative Court, GROW, and the Parent Project® programs. The goals are based upon the assessed risk or need within the family and identified in the Eligible Youth's treatment case plan. Successful intervention by the Parent Partners and Youth Partners will be measured quarterly by the County based on the following:

- (1) Seventy percent of youths will remain at home receiving local mental health services and supervision avoiding the need for foster or group home placement;
- (2) Seventy-five percent of youths will be involved in a pro-social activity, which could be facilitated by the Youth Partner;
- (3) At termination from probation supervision, youth is maintaining eighty percent school attendance or better;
- (4) At termination from probation supervision, eighty percent of youths are engaged in an educational program, if he/she has not yet graduated high school or equivalent;
- (5) Calls for law enforcement service for family disturbances will decrease by fifty percent;

- (6) Seventy-five percent of the Parent Project® participants will complete the program and participate in the graduation ceremony; and
 - (7) Consultant shall assist County in compiling a written report on the results of these aforementioned measurements on a quarterly basis.
- J. County Site Supervisor, County Site staff, and AmeriCorps members will participate in the NSRAP program evaluation process and Consultant shall submit documents and reports by the provided timeline to NSRAP, with written copies to County.
- K. All AmeriCorps members shall agree to and conform to all applicable County policies, procedures and regulations, and such other requirements and restrictions as may be required by County.
- L. During the course of the 1700 hours, should contracted staff or AmeriCorps members be released for cause or for compelling circumstances Consultant will provide a replacement staff or a prorated refund, less fixed administrative costs of the member, to County within 60 days. County shall have sole authority to determine whether a replacement AmeriCorps member or a prorated refund is provided to County and County's determination shall be final and conclusive.

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Assist in recruitment and selection of AmeriCorps member(s).
- B. Provide non-exclusive office space, office supplies, office furniture (desk, chair, etc.), computer, internet, phone/land line, and fax machine at no cost to Consultant pursuant to Attachment A, AGREEMENT FOR NON-EXCLUSIVE USE OF SPACE, attached and incorporated herein.
- C. Identify a County Site Supervisor to provide daily support and supervision for the AmeriCorps members.
- D. Provide adequate service hour opportunities for the AmeriCorps members to successfully complete contracted service hours.
- E. Provide site specific orientation and training for contracted staff and AmeriCorps members.
- F. County Site Supervisor will attend AmeriCorps orientation and participate in meetings and conference calls throughout the term of the agreement as needed.
- G. Allow AmeriCorps members to attend regularly scheduled Consultant AmeriCorps member trainings.

- H. County Site Supervisor will complete two Performance Reviews during the AmeriCorps member's term of service and will provide a written copy to Consultant.
- I. Participate in the NSRAP program evaluation process.
- J. Ensure that AmeriCorps members will not supplant staff positions.
- K. Complete a written statement specifying source of cash match funds from County.
- L. County shall compensate Consultant as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 4. COMPENSATION.

- A. Consultant shall be paid up to \$97,440 for the services described in this agreement in accordance with the budget as prescribed in Attachment B, Budget, attached and incorporated herein, for the services rendered in Section 2.
- B. Consultant shall be reimbursed for mileage for each 1,700-hour AmeriCorps member providing services under this agreement over the entire term of the agreement in an amount not to exceed \$11,700.
- C. Consultant shall be reimbursed up to \$500 for actual costs of pro-social activities approved by County.
- D. County shall pay to Consultant a maximum of \$109,640 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$109,640.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- 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.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to County by the 10th of the month following the month of services, an itemized statement or invoice for AmeriCorps member costs, mileage reimbursement, and pro-social activities. 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 6. TERM OF AGREEMENT.

This agreement shall commence on October 1, 2019, and shall continue for the duration of the funding period for the NSRAP grant provided through the Governor's Office on California Volunteers, or until December 31, 2020, whichever comes first. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

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

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

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

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

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

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

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's 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 12. INSURANCE COVERAGE.

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

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

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“Separation of Insureds.

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

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

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

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

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

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

provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

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

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

Section 17. LICENSES AND PERMITS.

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

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

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

If to County: Chief Probation Officer
Shasta County Probation Department
2684 Radio Lane
Redding, CA 96001
Phone: 530-245-6200
Fax: 530-245-6001

If to Consultant: Executive Director
Shasta County Child Abuse Prevention
Coordinating Council
2280 Benton Drive, Building C, Suite B
Redding, CA 96003
Phone: 530-241-5816
Fax: 530-241-4192

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

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. PROPERTY TAXES.

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

Section 24. SEVERABILITY.

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

Section 25. COUNTY'S RIGHT OF SETOFF.

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

Section 26. CONFIDENTIALITY.

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

Section 27. SCOPE AND OWNERSHIP OF WORK.

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

Section 28. USE OF COUNTY PROPERTY.

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

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:

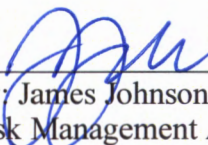
LAWRENCE G. LEES
Clerk of the Board of Supervisors

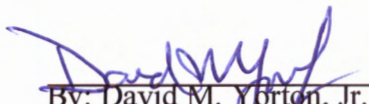
By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel


RISK MANAGEMENT APPROVAL

 09/04/19
By: James Johnson Date
Risk Management Analyst III

 9/5/19
By: David M. Yorton, Jr. Date
Senior Deputy County Counsel

CONSULTANT

Date: 9/3/19


Michael Burke
Executive Director

Tax I.D.#: 68-0151867

ATTACHMENT A
to the Agreement between
the County of Shasta, hereinafter referred to as "County" and
Shasta County Child Abuse Prevention Coordinating Council, hereinafter referred to as
"Consultant"

AGREEMENT FOR NON-EXCLUSIVE USE OF SPACE

- A. Consultant shall be permitted and allowed non-exclusive use of and access to space at the County's Facility located in Redding, California ("Facility"). County, in its sole discretion, may determine what area or areas that Consultant is permitted to use and make changes or alter the area to be used at any time. In addition, County may terminate, without cause, the permission to use the Facility provided for in this attachment upon seven (7) days written notice to Consultant without affecting the Consultant's obligation to provide the services provided for in this agreement. The County will endeavor to provide adequate alternate non-exclusive use space to allow for the continuation of the Program without interruption. For purposes of this agreement, alternative adequate space includes space as described above. In the event that County is unable to provide alternative adequate space, County and Consultant may enter into negotiations to amend this agreement in light of Consultant having to obtain alternative adequate space at a non-County owned or leased site. In the event that the Parties enter negotiations to amend this agreement as a result of County's inability to provide adequate alternative space and the Parties are unable to reach agreement within 120 days following County's notice of termination of permission to use the Facility, either Party may terminate this agreement upon 15 days written notice to the other Party. Nothing in this paragraph shall be construed to alter or modify the rights of the Parties to terminate this agreement pursuant to Section 7 of this agreement.
- B. In County's sole discretion, Consultant shall repair at its expense or shall reimburse County for the costs of repairing any damage to the Facility caused by, resulting from or in any way connected with use of the Facility by Consultant or Consultant's employees, agents, or volunteers, but not limited to the provision of services pursuant to this agreement, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.
- C. If Consultant becomes aware of any damage to or defective condition in the Facility including any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, Heating, Ventilation and Air-conditioning (HVAC) system or other systems serving, located in, or passing through the Facility, Consultant shall notify County within twenty-four (24) hours.
- D. Consultant shall not modify, alter, or in any way change the Facility. Notwithstanding the previous sentence, Consultant may request that County

modify, alter, or change the Facility to increase the usability of space by Consultant. Any consent to alter, modify, or change the Facility is in County's sole discretion.

- E. Consultant's permitted non-exclusive use of the Facility is limited to use for the purpose of carrying out the responsibilities outlined in the Agreement. Consultant shall not use the Facility (including equipment, instruments, and supplies) for any other use or purpose.
- F. Consultant is permitted to use its personal property including file cabinets to secure any of its information or documents. However, Consultant shall not lock or otherwise secure areas used by it from access or use by County and its employees, agents, and volunteers.

ATTACHMENT B
to the Agreement between
the County of Shasta, hereinafter referred to as "County" and
Shasta County Child Abuse Prevention Coordinating Council, hereinafter referred to as
"Consultant"

Shasta County Child Abuse Prevention Coordinating Council				
Budget Period October 1, 2019 through the final funding period of the North State Rural Assets Project grant, or December 31, 2020, whichever comes first.				
		FTE	Monthly Budget Amount	Annual Budget Amount
Salaries & Wages:				
1	The Parent Project® Parent Partner	100%	\$2,340.00	\$28,080.00
1	WINGS Parent Partner	100%	\$2,340.00	\$28,080.00
1	WINGS Youth Partner	100%	\$2,053.33	\$24,640.00
1	GROW Youth Partner	100%	\$2,053.33	\$24,640.00
Total Salaries & Wages		-	\$8,786.66	\$97,440.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: Consent - Law and Justice-7.

SUBJECT:

Proposition 47 Grant Fund Program Salary Resolution and Budget Amendment

DEPARTMENT: Probation

Health and Human Services Agency-Business and Support Services

Supervisory District No. : ALL

DEPARTMENT CONTACT: Tracie Neal, Chief Probation Officer (530) 245-6200

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

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

RECOMMENDATION

Take the following actions to implement the Proposition 47 Grant Fund Program (Program): (1) Adopt a salary resolution, effective September 29, 2019, which amends the Shasta County Position Allocation List to add 1.0 Full-Time Equivalent Probation Assistant, with a sunset date of May 15, 2023, to carry out the obligations of the Program; (2) approve a budget amendment increasing appropriations and revenue by \$299,394 in the Probation budget; and (3) approve a budget amendment transferring appropriations from services and supplies to Transfer Out to Probation in the amount of \$125,000 in the Mental Health budget.

SUMMARY

The Shasta County Probation Department was awarded a grant from the Board of State and Community Corrections (BSCC) for the Proposition 47 Grant Fund Program (Program), for which document signing authority was granted to the Chief Probation Officer by the Board on August 13, 2019. These recommendations will allow for the Probation Department to fulfill the obligations of the Program.

DISCUSSION

Shasta County was awarded a Proposition 47 grant to fund a misdemeanor community engagement program that will focus on engaging offenders with substance abuse and/or mental health disorders who have been charged with a misdemeanor drug and/or property offense in conjunction with those offenders who have a history of repeat arrests, commitments to the jail, and failures to appear for court. A Probation Assistant and a local community based organization (CBO) will work together with other criminal justice partners to identify offenders who need additional engagement, case management, and treatment and rehabilitative services.

The Shasta County Health and Human Services Agency (HHSA) has pledged Intergovernmental Transfer (IGT) funding to the program to further address the substance abuse treatment services, mental health treatment services, and the housing needs of the population to be served. HHSA is also in the process of applying for grant funding through the County Medical Services Program (CMSP) that could potentially cover the costs in the future.

Within the next few months, the Probation Department will contract with a CBO to provide case management services to the target population referred to the CBO by law enforcement agencies. The Probation Assistant will act as a liaison between the County, the Courts, and this CBO. In addition, the Probation Department will contract with a program evaluator to determine the effectiveness of the program and develop strategies for future success based on outcomes.

If successful, Shasta County should see increased engagement in treatment services and housing, an increase in diversionary programs, a decrease in the Court Failure to Appear rate, and a decrease of re-entry and new convictions of the target population.

ALTERNATIVES

The Board could decide not to approve the Recommendation.

OTHER AGENCY INVOLVEMENT

The Support Services Department – Personnel Unit prepared the salary resolution. The budget amendment has been reviewed by the Auditor-Controller. The Recommendation has been reviewed by the Health and Human Services Agency and County Administrative Office.

FINANCING

The Probation Assistant position will be fully funded with the Proposition 47 Grant Fund Program funds and has a sunset date of May 15, 2023. There is no additional General Fund impact associated with this Recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	9/9/2019	Salary Resolution
HHSA Budget Memo	9/9/2019	HHSA Budget Memo
Probation Budget Memo	9/9/2019	Probation Budget Memo

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 September 29, 2019, 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>
PROBATION – Cost Center 263									

ADD

Probation Assistant (Sunset May 15, 2023)	C	1	1.0		UPEC	404	2896	3696
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DULY PASSED AND ADOPTED this 17th day of September, 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



**Shasta County
Health & Human
Services Agency**

**Business and Support
Services Branch**

Memorandum

To: Shasta County Board of Supervisors
Brian Muir, Auditor-Controller

From: Tracy Tedder, Director, HHSA Business & Support Services

Date: September 4, 2019

Re: Budget Amendment for Mental Health

Please prepare a FY 2019-20 line item budget amendment for Mental Health (410) transferring appropriations from Professional & Special Services (acct # 034800) to Trans Out Probation (acct #095263) to accommodate the transfer of funds to Shasta County Probation for Proposition 47 Grant Fund Program and Misdemeanor Community Engagement Program. The budget amendment is going to the Board of Supervisors Office for consideration on September 17, 2019.

Thank you.

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

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

Tracy Tedder, Branch Director
www.shastahhsa.net

MENTAL HEALTH

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
41010	034800	PROF & SPECIAL SERVICE	1,924,000	1,799,000	(125,000)
41000	095263	TRANS OUT PROBATION	0	125,000	125,000
TOTAL					0

REVENUE

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					0
					0
					0
					0
TOTAL					0

**SHASTA COUNTY PROBATION DEPARTMENT**

2684 Radio Lane
 Redding, CA 96001
 (530) 245-6200 FAX: (530) 245-6001

Tracie Neal
 Chief Probation Officer

To: Brian Muir, Auditor-Controller
 From: Tracie Neal, Chief Probation Officer
 Date: September 9, 2019
 Subject: Budget Amendment

Tracie Neal

Please prepare a FY 2019-20 budget amendment for Probation (Cost Center 26302) to add appropriations for Prop 47 Grant Fund Program funds in the amount of \$299,394 and increase revenues in the amount of \$299,394. This budget amendment is going to the Board of Supervisors for consideration on September 17, 2019.

Fund/BU	Account	Description	Budget Reads	Budget Should Read	Appropriation Inc/(Decr)
Expenditures					
00195/26302	011000	Regular Salaries	2,890,644	2,913,441	22,797
00195/26302	018100	Employer Share OASDI	81,438	83,182	1,744
00195/26302	018201	Employer Share Retirement	1,376,159	1,381,170	5,011
00195/26302	018300	Employer Share Health Insur	925,014	933,935	8,921
00195/26302	018307	Emplryr Shr Other Post Emp Ben	115,786	116,698	912
00195/26302	018400	Employer Shr Unemployment Ins	2,954	2,977	23
00195/26302	018500	Workers Comp Exposure	7,885	7,944	59
00195/26302	033102	Insur XP Liability Exposure	7,366	7,418	52
00195/26302	034500	Office Expense	25,000	27,500	2,500
00195/26302	034800	Prof & Special Services	1,888,596	2,145,471	256,875
00195/26302	035942	Trans/Travel Traning	5,000	5,500	500
Total Expenditures					\$299,394

SAFER COMMUNITIES
 BETTER LIVES

INTEGRITY • PROFESSIONALISM • ACCOUNTABILITY • BELIEF IN CHANGE

Revenues					
00195/26302	542801	St BD of Corrections Plan Grant	153,750	328,144	174,394
00195/26302	800410	Trans In Mental Health	0	125,000	125,000
			Total Revenues		\$299,394

SAFER COMMUNITIES
BETTER LIVES

INTEGRITY • PROFESSIONALISM • ACCOUNTABILITY • BELIEF IN CHANGE

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: Consent - Law and Justice-8.

SUBJECT:

Continuation of Local Emergency: February 2019 Winter Storms

DEPARTMENT: Sheriff

Supervisory District No. : All

DEPARTMENT CONTACT: Anthony Bertain, Lieutenant (530) 245-6095

STAFF REPORT APPROVED BY: Eric Magrini, Undersheriff

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

RECOMMENDATION

Adopt a resolution which recognizes that the circumstances and factors that led to the Board's February 19, 2019 ratification of a local emergency proclamation for February 2019 Winter Storms have not been resolved and that there is a need for continuation of the local emergency proclamation.

SUMMARY

There is a need for the February 2019 Winter Storms local emergency proclamation to be continued.

DISCUSSION

A storm event arrived in the County of Shasta on February 12, 2019 causing conditions to be beyond the immediate control of local resources, services, personnel, equipment, and facilities. These winter storms brought heavy snowfall to all areas of Shasta County, including areas of the valley floor. The amount of snowfall recorded in Redding has not been seen at this level in 50 years and other areas of the County have recorded significant snowfall levels. These winter storms have downed trees, limbs, and power poles, as well as damaged critical infrastructure to include loss of power throughout many areas of the County and interruption of radio repeaters for first responders.

Due to these circumstances, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the February 2019 Winter Storms on February 13, 2019, at 8:15 a.m. On February 19, 2019, the Shasta County Board of Supervisors ratified the Director of Emergency Services' local emergency proclamation. In addition, on February 21, 2019, Gavin Newsom, Governor of California, proclaimed a State of Emergency for several counties, including Shasta County, citing among other issues, a significant atmospheric river system sweeping across California beginning on February 12, 2019.

On May 1, 2019, President Donald J. Trump declared that a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by severe winter storms, flooding, landslides, and mudslides from February 13 to February 15, 2019; this declaration includes Shasta County.

Cleanup and repair of the damages from the February 2019 Winter Storms continues in the operational area.

ALTERNATIVES

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

OTHER AGENCY INVOLVEMENT

Other agency involvement has included but is not limited to, the Shasta County Department of Public Works, Shasta County Resource Management, Shasta County Fire/CAL FIRE, California Highway Patrol, Redding Police Department, Redding Fire Department, California Office of Emergency Services, California Department of Transportation, and the Anderson Police Department. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

This incident is ongoing and costs/cost estimates have not been established. Staff will pursue all available options for cost recovery if such options are available; however, it is anticipated that there will be an impact to the General Fund due to the amount of County resources committed and the high potential for continued application of local resources.

ATTACHMENTS:

Description	Upload Date	Description
Continuation of Local Emergency: February 2019 Winter Storm	8/28/2019	Continuation of Local Emergency: February 2019 Winter Storm

RESOLUTION NO. 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA CONTINUING THE PROCLAMATION OF A
LOCAL EMERGENCY FOR THE FEBRUARY 2019 WINTER STORMS**

WHEREAS, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta in that the February 2019 Winter Storms have damaged County roadways; have downed trees, limbs, and power poles; and damaged critical infrastructure to include loss of power throughout the County and interruption of emergency radio repeaters for first responders; and

WHEREAS, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the February 2019 Winter Storms on February 13, 2019, at 8:15 a.m.; and

WHEREAS, on February 19, 2019, the Shasta County Board of Supervisors ratified the Director of Emergency Services' local emergency proclamation; and

WHEREAS, on February 21, 2019, Gavin Newsom, Governor of California, proclaimed a State of Emergency for several counties, including Shasta County, citing among other issues, a significant atmospheric river system sweeping across California beginning on February 12, 2019; and

WHEREAS, the Board of Supervisors recognize that a letter, signed by County Executive Officer Lawrence G., Lees, was sent to the California Governor's Office of Emergency Services Director on February 21, 2019, requesting funding assistance through California Disaster Assistance Act (CDAA) funds and Federal funds be released to assist in the recovery from the disaster; and

WHEREAS, cleanup and repair of the damages from the snow storm continue in the operational area; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta continues the proclamation of a 'local emergency' by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

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September 17, 2019
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BE IT FURTHER RESOLVED that the Board of Supervisors shall review the need for continuing the local emergency at least once every 60 days until its termination is proclaimed by this Board.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Secretary of the Governor's Office of Emergency Services (Cal OES).

DULY PASSED AND ADOPTED this 17th day of September, 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: September 17, 2019

CATEGORY: Consent - Law and Justice-9.

SUBJECT:

Igo-Ono CSD - Continuation of Local Emergency Resolution

DEPARTMENT: Sheriff

Supervisory District No. : 2

DEPARTMENT CONTACT: Anthony Bertain, Lieutenant (530) 245-6059

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff

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

RECOMMENDATION

Adopt a resolution which recognizes that the circumstances and factors that led to the Board's July 23, 2019 ratification of a local emergency proclamation for Igo-Ono Community Services District have not been resolved and that there is a need for continuation of the local emergency proclamation.

SUMMARY

There is a need for the Igo-Ono Community Services District local emergency proclamation to be continued.

DISCUSSION

On July 17, 2019, the Shasta County Director of Emergency Services proclaimed the existence of a local emergency due to storm damage as a result of a May 30, 2019 rainstorm that moved through western Shasta County. This storm impacted the Igo/Ono Community Services District (IOCSD) and the Misselbeck Dam. The storm further exacerbated damages from the Carr Fire and the February 2019 Snow storm event.

Following the May 30, 2019 rainstorm, the water flow through the Misselbeck Dam outlet works began to slow noticeably, and on June 3, 2019, the outlet works completely plugged, causing the lake water level to rise to 100% of capacity and the water began flowing over the spillway. The IOCSD activated the Misselbeck Dam Emergency Action Plan, notifying the Shasta County Sheriff's Office and other impacted jurisdictions and agencies.

On June 25, 2019, divers from DRS Marine Inc., conducted an underwater investigation/inspection of the outlet structure blockage. Side scan sonar was used to locate a depression in the sediment where the outlet structure was believed to be. The diver used an 18-foot lance to locate the outlet structure, which was located under 10 feet of sediment and wood of all sizes. The outlet structure needs to be cleared so the IOCSD can control water flow going out of the lake. If the outlet is not cleared it could cause significant damage to the Misselbeck Dam, spillway and downstream communities of Igo, Ono and Cottonwood areas.

Further, the California Division of Safety of Dams-Department of Water Resources has determined the Misselbeck Dam Spillway is unsafe to use and flows during the rainy season could potentially destroy the spillway and endanger lives and property between the dam and Cottonwood.

The cost to IOCSD to mitigate the damage and remove the sediment is currently estimated between 1.6 to 2.1 million dollars. The estimated cost of the cleanup, repair and removal of sediment/debris has now been determined to beyond the means of the IOCSD and if not mitigated could cause significant damage to the structure of the dam and impact lives and property downstream of the dam.

ALTERNATIVES

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

OTHER AGENCY INVOLVEMENT

Communications have included Shasta County Public Works and the State of California Office of Emergency Services. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Igo-Ono Resolution	9/12/2019	Igo-Ono Resolution

**RESOLUTION NO. 2019-
A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA CONTINUING THE PROCLAMATION
OF A LOCAL EMERGENCY FOR THE IGO/ONO COMMUNITY
SERVICES DISTRICT AND REQUESTING THE GOVERNOR TO
PROCLAIM A STATE OF EMERGENCY**

WHEREAS, California Government Code Section 8630 and Shasta County Code Section 2.72.060 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta in that a debris flow has caused significant issues within the Igo/Ono Community Services District area, specifically the Misslebeck Dam; and

WHEREAS, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Carr Fire on July 26, 2018, at 6:15 a.m.; the Carr Fire consumed more than 229,651 acres and caused damages within the Igo/Ono Community Services District by creating significant post-fire sedimentation issues; and

WHEREAS, on February 12, 2019 a winter storm impacted the Shasta Operational area and the Igo/Ono Community Services District by forcing large amounts of debris into Rainbow Lake; and

WHEREAS, on May 30, 2019 an impactful rainstorm hit western Shasta County and caused a major debris flow into Rainbow Lake and the Dam causing the outlets for the lake to become impacted with sediment and possible wood debris; and

WHEREAS, the California Division of Safety of Dams-Department of Water Resources has determined the Dam Spillway is unsafe to use and flows during the rainy season could potentially destroy the spillway and endanger lives and property between the Dam and Cottonwood; and

WHEREAS, as of July 17, 2019, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the conditions listed above; and

WHEREAS, on July 23, 2019 the Shasta County Board of Supervisors ratified the local emergency; and

WHEREAS, as of August 15, 2019, the east outlet pipe has no water flowing out of it, the west outlet pipe has minimal amount, and water continues to pour over the Dam Spillway; and

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WHEREAS, the estimated cost of the cleanup, repair and removal of sediment/debris has now been determined to be beyond the means of the Igo/Ono Community Services District and if not mitigated could cause significant damage to the structure of the Dam and impact lives and property downstream of the Dam; and

WHEREAS, the Director of Emergency Services of the County finds that these emergency conditions are beyond the control of local resources, services, personnel, equipment and facilities; and

WHEREAS, the Board of Supervisors does hereby find the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency and request the Governor to Proclaim a State of Emergency within Shasta County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta continues the proclamation of a local emergency by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

BE IT FURTHER RESOLVED that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty days until its termination is proclaimed by this Board.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Director of the Governor's Office of Emergency Services (Cal OES) and request the Director of Cal OES to provide a Director's concurrence.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to the Governor of California with the request that he proclaim the County of Shasta to be in a state of emergency and allow California Disaster Assistance Act (CDAA) funds and other State or Federal funds be released to assist in recovery from this Disaster.

Resolution No. 2019 –
September 17, 2019
Page 3 of 3

DULY PASSED AND ADOPTED this 17th day of September, 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: September 17, 2019

CATEGORY: Consent - Public Works-10.

SUBJECT:

Tract No. 2012 Sleeping Bull Estates, Unit 2 – Approve Final Map

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and accept Tract No. 2012 Sleeping Bull Estates, Unit 2, a subdivision in the west Cottonwood area, Final Map filing.

SUMMARY

The Final Map for Tract No. 2012 Sleeping Bull Estates, Unit 2 is ready to file.

DISCUSSION

Tract No. 2012 creates seven new parcels along Sleeping Bull Lane. On February 14, 2019, the Planning Commission approved the tentative map consisting of eleven lots total, four existing lots and adding seven lots. The developer has met all conditions of approval for Tract No. 2012. Staff recommends that the Board approve the Final Map for filing.

ALTERNATIVES

State law requires the filing of the Final Map when all conditions of the tentative map have been met.

OTHER AGENCY INVOLVEMENT

The conditions of approval were established by the Planning Commission. County Counsel has approved the Final Map as to form. The recommendation has been reviewed by the County Administrative Office.

FINANCING

All subdivision activity is fee supported. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: September 17, 2019

CATEGORY: Consent - Public Works-11.

SUBJECT:

2020 Fleet Vehicle Bids

DEPARTMENT: Public Works
Support Services-Purchasing

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: (1) The Support Services Department-Purchasing Unit (County Purchasing) to establish a vehicle price list for the remainder of Fiscal Year (FY) 2019-20 based on the lowest responsive bids; (2) County Purchasing to award Request for Bid (RFB) No. 20-06 for the purchase of Law Enforcement Vehicles to Crown Motors for 2020 Dodge Charger, 2020 Dodge Durango Pursuit, 2020 Ford Utility Interceptors, 2020 Ford F150 XL, 2020 Ford F150 Police Responders and 2020 Ford Police Responder Hybrid; (3) County Purchasing to award RFB No. 20-07 for the purchase of County Fleet Vehicles to: (a) Crown Motors for 2020 Ford Fusion sedans; and (b) SJ Denham for 2020 Chrysler Voyager 7-passenger van, 2020 Jeep Compass 5-passenger AWD SUVs and 2020 Dodge Durango SXT 7-passenger 4WD SUV; and (4) Fleet Management to purchase an estimated total of 17 of these vehicles for County Departments for the remainder of FY 2019-20.

SUMMARY

Bids have been opened to establish a price list for vehicles to be purchased in FY 2019-20.

DISCUSSION

County Purchasing has issued two Request for Bids (RFBs) to replace worn out vehicles. Two vendors submitted bids for Law Enforcement vehicles (RFB 20-06) and five vendors submitted bids for Fleet vehicles (RFB 20-07). Notices of Intent to Award were mailed to all bidders and the 10-day protest period ended on September 13, 2019. The lowest responsive bids are tabulated below. Fleet Management will issue Purchase Orders for individual vehicles if and as they are needed:

RFB	Vendor	Vehicle Bid	Unit Price	Anticipated Quantity
20-06	Crown Motors	2020 Dodge Charger	\$23,118.00	1
20-06	Crown Motors	2020 Dodge Durango Pursuit	\$29,852.00	1
20-06	Crown Motors	2020 Ford Utility Interceptor	\$39,300.00	3

20-06	Crown Motors	2020 Ford F150 XL	\$30,315.00	1
20-06	Crown Motors	2020 Ford F150 Police Responder	\$36,743.00	4
20-06	Crown Motors	2020 Ford Police Responder Hybrid	\$29,497.00	1
20-07	Crown Motors	2020 Ford Fusion	\$19,159.00	2
20-07	SJ Denham	2020 Chrysler Voyager	\$25,854.90	1
20-07	SJ Denham	2020 Jeep Compass	\$22,432.55	2
20-07	SJ Denham	2020 Dodge Durango SXT	\$29,367.34	1

ALTERNATIVES

The Board may elect to solicit bids for each purchase. Economies of scale would be foregone.

OTHER AGENCY INVOLVEMENT

County Purchasing managed the RFB process. The County Administrative Office has reviewed this recommendation.

FINANCING

The Adopted FY 2019-20 Fleet Management Budget includes sufficient appropriation authority for the activities described in this report. There is no additional General Fund impact.